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**FINAL**  
ENVIRONMENTAL IMPACT STATEMENT  
TRIBAL ENVIRONMENTAL IMPACT REPORT

**LOS COYOTES BAND OF  
CAHUILLA AND CUPEÑO INDIANS**

FEE-TO-TRUST AND CASINO-HOTEL PROJECT  
**VOLUME I - RESPONSE TO COMMENTS**



**April 11, 2014**

**EIS Lead Agency:**

U.S. Department of Interior, Bureau of Indian Affairs  
Pacific Region, 2800 Cottage Way, Room W-2820  
Sacramento, CA 95825-1846

**TEIR Lead Agency:**

Los Coyotes Band of Cahuilla and Cupeño Indians  
P.O. Box 189  
Warner Springs, CA 92086



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Los Coyotes Band of Cahuilla and Cupeño Indians  
P.O. Box 189  
Warner Springs, CA 92086



**Prepared By:**

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## APPENDICES

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\* Appendices printed in gray text (A-O) are attached to the Draft EIS/TEIR dated March 2011 (published in July 2011). Appendices printed in black text (P-T) are attached to this Final EIS/TEIR.

### Included as Appendices to the Draft EIS/TEIR:

Appendix A	Cooperating Agency Letters
Appendix B	Notices
Appendix C	TEIR Checklist
Appendix D	Municipal Services Agreement
Appendix E	Drainage and Water Quality Analysis for Barstow Casinos Draft EIS/TEIR
Appendix F	California Department of Fish & Game, U.S. Fish and Wildlife Service, and California Native Plant Society Lists
Appendix G	Cultural Resources Consultation Letters
Appendix H	Traffic Impact Analysis
Appendix I	Biological Farmland Impact Rating Form

Appendix J	Phase I Environmental Site Assessment (Bound Under Separate Cover, available upon request)
Appendix K	EDR Report (Bound Under Separate Cover, available upon request)
Appendix L	URBEMIS Output Files
Appendix M	Biological Assessment
Appendix N	Cultural Resources Reports (Confidential – Bound Under Separate Cover)
Appendix O	Economic Impact and Growth Inducing Study

**Included as Appendices to the Final EIS/TEIR:**

Appendix P	Air Quality Analysis
Appendix Q	Traffic Study Response to Comments Memo
Appendix R	Supplemental Cultural Resource Consultation Letters
Appendix S	Updated California Department of Fish & Game, U.S. Fish and Wildlife Service, and California Native Plant Society Lists
Appendix T	Biological Assessment, Updated April 2012

# **CHAPTER 1.0**

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***INTRODUCTION***

## CHAPTER 1.0 INTRODUCTION

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The Notice of Availability (NOA) of the Draft Environmental Impact Statement/ Tribal Environmental Impact Report (Draft EIS/TEIR) for the proposed Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project (Proposed Project) was published by the United States Environmental Protection Agency (USEPA) in the Federal Register on July 1, 2011. The Draft EIS/TEIR was made available for a 75-day comment period that concluded on September 14, 2011. During the comment period, a public hearing was held at the Barstow Community College Gymnasium on July 27, 2011 during which time verbal and written comments on the Draft EIS/TEIR were received.

The response to comments provided herein, along with the revised EIS/TEIR text, will be considered by the BIA prior to rendering a decision concerning approval of the Proposed Action or an alternative. This Final EIS/TEIR has been prepared according to the requirements of the National Environmental Policy Act (NEPA), which states that “the lead agency shall consider and respond to all substantive comments received on the Draft EIS (*or summaries thereof where the response has been exceptionally voluminous*).” Therefore, all substantive comments have been included within this portion of this Final EIS/TEIR.

The Final EIR is organized into two volumes. Volume I contains all comments received on the Draft EIS/TEIR (**Section 2.0**) and responses to individual comments (**Section 3.0**). Substantive changes are also noted within the responses to comments presented in **Section 3.0**. Volume II is composed of the revised text of the EIS/TEIR<sup>1</sup> and provides supplementary appendices that were not included in the Draft EIS/TEIR.

Following the 30-day review period for this Final EIS/TEIR, the BIA may decide on the Proposed Action. At the time the BIA makes its decision, they will prepare a concise public Record of Decision (ROD), which states: what the decision is, identifies all the alternatives considered in reaching the decision, and discusses preferences among alternatives based on relevant factors including economic and technical considerations and the BIA’s statutory mission (40 C.F.R § 1505.2). The ROD also identifies and discusses all factors that were considered in making the decision and discusses whether all practicable mitigation measures have been adopted to minimize environmental effects. If all practicable measures are not adopted, the BIA must state why such measures were not adopted. The Council of Environmental Quality (CEQ) requires that, “Mitigation and other conditions established in the environmental impact statement or during its review and committed as part of the decision shall be implemented by the lead agency or other appropriate consenting agency” (40 C.F.R. § 1505.3). Specific details of adopted mitigation measures shall be included as appropriate conditions in the ROD by the lead agency.

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<sup>1</sup> A version of Volume II that notes the changes in underline (added text) and strike-out (~~deleted text~~) is available online at <http://www.loscoyoteseis.com/>.

# ***CHAPTER 2.0***

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***COMMENT LETTERS***

## CHAPTER 2.0 COMMENT LETTERS

### 2.1 COMMENTS ON DRAFT EIS/TEIR

This section provides all of the comments received by the BIA on the Draft EIS/TEIR. The comments presented herein were submitted to the lead agency by way of letter, email, written comment cards, and verbally at the public hearing held for the Draft EIS/TEIR. The comments are organized into four categories: those submitted in writing by public agencies; those submitted in writing by tribal governments; those submitted in writing by private citizens and groups; and those entered into the record during the public hearing. All of the comments received are indexed in **Table 1**. The comment letters are presented immediately after the comment index. **Chapter 3.0** contains responses to substantive comments received during the comment period and includes specific locations of additional information added to the Final EIS/TEIR.

**TABLE 1**  
SUMMARY OF COMMENTS

Agency Comments		
Comment No.	Name	Agency/Organization
A-1	Dave Singleton, Program Analyst	Native American Heritage Commission
A-2	Debbie Allen	National Park Service, Partnerships Programs, PWR
A-3	Brenda Johnson, Administrative Assistant	U.S. Geological Survey, Environmental Management Branch
A-4	Greg Holmes, Unit Chief Brownfields and Environmental Restoration Program	Department of Toxic Substances Control
A-5	Daniel Kopulsky, Office Chief Community Planning/Local Development Review	California Department of Transportation
A-6	Brianna Bergen, Engineering Geologist	California Regional Water Quality Control Board
A-7	Kathleen Martyn Goforth, Manager	U.S. Environmental Protection Agency, Environmental Review Office
A-8	Sarah E. Aghassi, Deputy Chief Administrative Officer	County of San Diego, Land Use and Environment Group
A-9	Robert A. Lewis, Planning Director	County of San Bernardino, Land Use Services Department
A-10	Michael Massimini, City Planner	City of Barstow
A-11	M.L. Mielke, Captain	Department of California Highway Patrol, Barsow Area
A-12	Kimberly Nicol, Regional Manager	California Department of Fish and Game
Tribal Government Comments		
Comment No.	Name	Agency/Organization
T-1	Melvin R. Joseph, Chairman	Lone Pine Paiute-Shoshone Reservation

T-2	Suzanne R. Shaeffer	Los Coyotes Band of Cahuilla and Cupeño Indians
T-3	Anthony Madrigal, Director of Cultural Resource Management	San Manuel Band of Mission Indians
T-4	James C. Ramos, Chairman	San Manuel Band of Mission Indians
T-5	Reginald Lewis, Chairman	Picayune Rancheria of the Chukchansi Indians
Public / Individual Comments		
Comment No.	Name	Agency/Organization
I-1	Shirley Griego	
I-2	Paul and Elizabeth Aviles	
I-3	Carmen Hernandez	
I-4	Conrado Castro	
I-5	Robert L. McGinnis	
I-6	Beverly Rojas	
I-7	Marie Pettit	
I-8	Reginald Dillingham	
I-9	Fred Stearn	Silver Valley Realty
I-10	Patricia J. Moser Morris	
I-11	Laura Moraco	
I-12	Dr. Michael Burton M.D.	
I-13	Brenda Burton	
I-14	Henry Roberts	
I-15	Daniel Jenkins	Revolutions Entertainment Center
I-16	Patricia Ramirez	
I-17	Tony Titolo	MAT Investments
I-18	Robert L. Berkman	Newberry Springs Community Alliance
I-19	Ted Stimpfel	Newberry Springs Community Alliance
I-20	R.A. Rasmussen	
I-21	Danny R. Sanchez	
I-22	Larry P. Sanchez	
I-23	Viola Basette	
I-24	Mario Castellano	Los Coyotes Band Cahuilla/Cupeno
I-25	Annette Martinez	
I-26	Evelyn Wilets	
I-27	Brenna Baynard-Smith	Physicians
I-28	Ponciano Castellano	Los Coyotes Tribal Member
I-29	Robert Yazzil	
I-30	Bernard Bessey	
I-31	Harvey J. Walker	
I-32	Joseph and Marie Asprec	
I-33	Rayle J. Griego	

I-34	Ernesto Salas	
I-35	Marilyn Salas	
I-36	Nancy Dittman	
I-37	Elizabeth Pistone	
I-38	Herminia M. James	
I-39	Sean Roach, Managing Member	ERTC, LLC
I-40	Cheryl Schmit	Stand Up for California
I-41	Jo Meugniot	
I-42	Will Meugniot	
I-43	Gary and Caroline Haley	
I-44	Alicia Espinoza	
I-45	Beddy Burton	
I-46	Dr. Sheldon Newcron	
I-47	Evelyn Burton-Vucetich	
I-48	Darrell Jauss, Fire Chief	Barstow Fire Protection District
I-49	Ted Baca, President, Board of Trustees and Thom M. Armstrong, President/Superintendent	Barstow Community College
<b>Public Hearing (July 27,2011)</b>		
AES No.	NAME	AGENCY/ORGANIZATION
PH-1	Mr. Shane Chaperosa	Los Coyotes Spokesperson
PH-2	Mr. Joe Gomez	Mayor of Barstow
PH-3	Julie McIntyre	Pro Term Mayor
PH-4	Mr. Tim Silva	Council Member/ City of Barstow
PH-5	Mr. Tim Saenz	Council Member/ City of Barstow
PH-6	Mr. Willie Hailey	Council Member/ City of Barstow
PH-7	Mr. Morris Reid	Los Coyotes Tribal Council Member
PH-8	Dora Jones	Picayune Tribal Council Member
PH-9	Mr. David Grossman	Barstow College Interim Dean of Construction
PH-10	Jose Guzman	Truck Driver
PH-11	Joseph Brady	Owners of Bradco Company
PH-12	David Solano	
PH-13	Ruben Guedondo	Resident of Barstow
PH-14	Harvey Walker	Resident of Barstow
PH-15	Charles Wood	Chairman, Chemehuevi Indian Tribe
PH-16	Mariano Rios	Land Owner
PH-17	Jeanne Wist	Resident of Barstow
PH-18	Bette Moses	Resident of Barstow
PH-19	Marianne Treese	Resident of Barstow
PH-20	Sean Fowler	CEO of Barstow Community Hospital
PH-21	Bob Conaway	Business Owner in Barstow
PH-22	Pastor Clarence Luckey	Pastor of AME Church
PH-23	Cheryl Wachel	Resident of Victorville

<b>PH-24</b>	Glorial Hentrell	Resident of Barstow
<b>PH-25</b>	Joe Alberta	Picayune Rancheria of the Chukchansi, Tribal Community Representative
<b>PH-26</b>	Jeff Eason	Barstow Senior Center
<b>PH-27</b>	Patricia Ramirez	
<b>PH-28</b>	Curt Mitchell	City Manager for Barstow
<b>PH-29</b>	Marcella Espinoza	Resident of Barstow
<b>PH-30</b>	David Carr	Lenwood Community Church
<b>PH-31</b>	Dr. Michael Burton	Land Owner
<b>PH-32</b>	Ted Weasma	Resident of Barstow
<b>PH-33</b>	Ricardo Arredondo	
<b>PH-34</b>	Myron Benally	Resident of Barstow
<b>PH-35</b>	Nokomis Hernandez	Buffalo Clan of the Eagle People
<b>PH-36</b>	Dennis Malloy	Resident of Barstow
<b>PH-37</b>	Tina Johnson	Los Coyotes Tribal Member
<b>PH-38</b>	Jennifer Rodriguez	Tanger Outlet Center Manager
<b>PH-39</b>	Laurence Dale	Resident of Barstow
<b>PH-40</b>	Mindy Mojada-Stoneburner	Wife of Los Coyotes member
<b>PH-41</b>	Rich Harpole	Retired Barstow Police Officer
<b>PH-42</b>	Dr. Brenna Baynard-Smith	Physician in Barstow
<b>PH-43</b>	Joel Valenzuela	Resident of Barstow
<b>PH-44</b>	Mark Franey	Resident of Barstow
<b>PH-45</b>	Morris Reid	Los Coyotes Tribal Council Member
<b>PH-46</b>	Charles Wood	Chairman, Chemehuevi Indian Tribe
<b>PH-47</b>	Anthony Imandi	
<b>PH-48</b>	Curt Mitchell	City Manager for Barstow
<b>PH-49</b>	Lynn Chaperosa	Los Coyotes Executive Council
<b>PH-50</b>	Rilda Contreras	Los Coyotes Tribal Member

# ***CHAPTER 2.0***

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***COMMENT LETTERS***

# ***AGENCY LETTERS***

**NATIVE AMERICAN HERITAGE COMMISSION**

915 CAPITOL MALL, ROOM 364  
SACRAMENTO, CA 95814  
(916) 653-6251  
Fax (916) 657-5390  
Web Site [www.nahc.ca.gov](http://www.nahc.ca.gov)  
e-mail: [ds\\_nahc@pacbell.net](mailto:ds_nahc@pacbell.net)



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July 8, 2011

PACIFIC REGIONAL  
OFFICE

Mr. John Ryzdik, Environmental Manager

**U.S. Department of the Interior**

**Bureau of Indian Affairs – Pacific Region**

2800 Cottage Way  
Sacramento, CA 95825

Re: SCH#2006041149; NEPA/Joint Tribal EIR Notice of Completion; draft Environmental Impact Statement (EIS) & Tribal Environmental Impact Report (TEIR) for the proposed "Los Coyotes Casino Project" located in the Barstow Community; San Bernardino County, California

Dear Mr. Ryzdik:

The Native American Heritage Commission (NAHC) is the California State 'Trustee Agency' pursuant to Public Resources Code §21070 for the protection of California's Native American Cultural Resources. The NAHC is also a 'reviewing agency' for environmental documents prepared under the National Environmental Policy Act (NEPA; 42 U.S.C. 4321 *et seq*), 36 CFR Part 800.3, .5 and are subject to the Tribal and interested Native American consultation as required by the National Historic Preservation Act, as amended (Section 106) (16 U.S.C. 470; Section 106 [f] 110 [f] [k], 304). The provisions of the Native American Graves Protection and Repatriation Act (NAGPRA) (25 U.S.C. 3001-3013) and its implementation (43 CFR Part 10.2), and California Government Code §27491 apply to this project if Native American human remains are inadvertently discovered.

The NAHC is of the opinion that the federal standards, pursuant to the above-referenced Acts and the Council on Environmental Quality (CSQ; 42 U.S.C. 4371 *et seq*) are similar to and in many cases more stringent with regard to the 'significance' of historic, including Native American items, and archaeological, including Native American items than the California Environmental Quality Act (CEQA.). In most cases, federal environmental policy require that any project that causes a substantial adverse change in the significance of an historical resource, that includes archaeological resources, is a 'significant effect' requiring the preparation of an Environmental Impact Statement (EIS).

The NAHC Sacred Lands File (SLF) search resulted in; **Native American cultural resources were not identified** within one-half mile of the 'area of potential effect' (APE), based on the USGS coordinates data provided. However, the NAHC Sacred Lands File search is not exhaustive; the absence of surface archaeological features does not indicate that they do not exist at the subsurface level. NAHC "Sacred Sites," are defined by the Native American Heritage Commission and the California Legislature pursuant to California Public Resources Code §§5097.94(a) and 5097.96.

Culturally affiliated tribes are to be consulted to determine possible project impacts. Early consultation with Native American tribes in your area is the best way to avoid unanticipated discoveries once a project is underway. The NAHC recommends as

A1-1

part of 'due diligence', that you also contact the nearest Information Center of the California Historical Resources Information System (CHRIS) of the State Historic Preservation Office (SHPO) for other possible recorded sites in or near the APE (contact the California Office of Historic Preservation at 916-445-7000).

Enclosed is a list of Native American contacts is attached to assist you that may have knowledge of cultural resources in the project area. It is advisable to contact the persons listed and seek to establish a 'trust' relationship with them; if they cannot supply you with specific information about the impact on cultural resources, they may be able to refer you to another tribe or person knowledgeable of the cultural resources in or near the affected project area.

A1-1  
Cont.

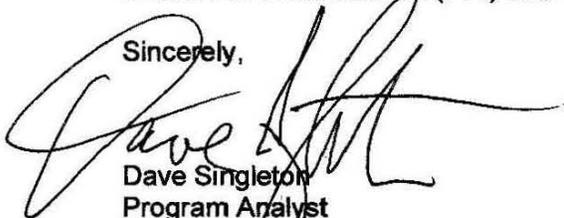
Lack of surface or subsurface evidence of archeological resources does not preclude the existence of archeological resources. Lead agencies should consider avoidance, in the case of cultural resources that are discovered. A tribe or Native American individual may be the only source of information about a cultural resource; this is consistent with the NHPA (16 U.S.C. 470 *et seq* Sections. 106, 110, and 304) Section 106 Guidelines amended in 2009. Also, federal Executive Orders Nos. 11593 (preservation of cultural environment), 13175 (coordination & consultation) and 13007 (Sacred Sites) are helpful

NEPA regulations provide for provisions for accidentally discovered archeological resources during construction and mandate the processes to be followed in the event of an accidental discovery of any human remains in a project location other than a 'dedicated cemetery. Even though a discovery may be in federal property, California Government Code §27460 should be followed in the event of an accidental discovery of human remains during any groundbreaking activity; in such cases California Government Code §27491 and California Health & Safety Code §7050.5 may apply.

A1-2

If you have any questions about this response to your request, please do not hesitate to contact me at (916) 653-6251.

Sincerely,



Dave Singleton  
Program Analyst

Cc: State Clearinghouse

Attachment: Native American Contacts list for Consultation

**California Native American Contact List**  
**San Bernardino County**  
**July 8, 2011**

**San Manuel Band of Mission Indians**  
**Ann Brierty, Policy/Cultural Resources Department**  
26569 Community Center Drive Serrano  
Highland, CA 92346  
(909) 864-8933, Ext 3250  
abrierty@sanmanuel-nsn.  
gov  
(909) 862-5152 Fax

**Fort Mojave Indian Tribe**  
**Nora McDowell, Cultural Resources Coordinator**  
500 Merriman Ave Mojave  
Needles, CA 92363  
g.goforth@fortmojave.com  
(760) 629-4591  
(760) 629-5767 Fax

**Morongo Band of Mission Indians**  
**Robert Martin, Chairperson**  
12700 Pumarra Road Cahuilla  
Banning, CA 92220 Serrano  
(951) 849-8807  
(951) 755-5200  
(951) 922-8146 Fax

**Serrano Nation of Indians**  
**Goldie Walker**  
P.O. Box 343 Serrano  
Patton, CA 92369  
  
(909) 862-9883

**This list is current only as of the date of this document.**

**Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.**

**This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed SCH#2006041149; NEPA and Tribal EIR Notice of Completion; draft Environmental Impact Statement (DEIS) and draft Tribal Environmental Impact Report (TEIR) for the Los Coyotes Casino Project proposed for the Barstow, Mojave Desert location; San Bernardino County, California.**

State of California  
Native American Heritage Commission  
915 Capitol Mall, Room 364  
Sacramento, CA 95814



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OFFICE

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## California Native American Contact List

San Bernardino County

July 8, 2011

Ramona Band of Cahuilla Mission Indians  
Joseph Hamilton, Chairman

P.O. Box 391670 Cahuilla  
Anza, CA 92539  
admin@ramonatribe.com

(951) 763-4105  
(951) 763-4325 Fax

San Manuel Band of Mission Indians  
James Ramos, Chairperson

26569 Community Center Drive Serrano  
Highland, CA 92346

(909) 864-8933  
(909) 864-3724 - FAX  
(909) 864-3370 Fax

Chemehuevi Reservation  
Charles Wood, Chairperson

P.O. Box 1976 Chemehuevi  
Chemehuevi Valley CA 92363  
chair1clt@yahoo.com

(760) 858-4301  
(760) 858-5400 Fax

Fort Mojave Indian Tribe  
Tim Williams, Chairperson

500 Merriman Ave Mojave  
Needles, CA 92363

(760) 629-4591  
(760) 629-5767 Fax

Colorado River Indian Tribe  
Ginger Scott, Museum Curator; George Ray, Coor

26600 Mojave Road Mojave  
Parker, AZ 85344 Chemehuevi  
crit.museum@yahoo.com

(928) 669-9211-Tribal Office  
(928) 669-8970 ext 21  
(928) 669-1925 Fax

San Fernando Band of Mission Indians  
John Valenzuela, Chairperson

P.O. Box 221838 Fernandefio  
Newhall, CA 91322 Tataviam  
tsen2u@hotmail.com Serrano

(661) 753-9833 Office Vanyume  
(760) 885-0955 Cell Kitanemuk  
(760) 949-1604 Fax

AhaMaKav Cultural Society, Fort Mojave Indian  
Linda Otero, Director

P.O. Box 5990 Mojave  
Mohave Valley AZ 86440  
(928) 768-4475

LindaOtero@fortmojave.com  
(928) 768-7996 Fax

Morongo Band of Mission Indians  
Michael Contreras, Cultural Heritage Prog.

12700 Pumarra Road Cahuilla  
Banning, CA 92220 Serrano

(951) 201-1866 - cell  
mcontreras@morongo-nsn.  
gov  
(951) 922-0105 Fax

This list is current only as of the date of this document.

Distribution of this list does not relieve any person of the statutory responsibility as defined in Section 7050.5 of the Health and Safety Code, Section 5097.94 of the Public Resources Code and Section 5097.98 of the Public Resources Code.

This list is only applicable for contacting local Native Americans with regard to cultural resources for the proposed CH#2006041149; NEPA and Tribal EIR Notice of Completion; draft Environmental Impact Statement (DEIS) and draft Tribal Environmental Impact Report (TEIR) for the Los Coyotes Casino Project proposed for the Barstow, Mojave Desert location; San Bernardino County, California.

## Comment Letter A2

From: [Debbie.Allen@nps.gov](mailto:Debbie.Allen@nps.gov) [mailto:[Debbie.Allen@nps.gov](mailto:Debbie.Allen@nps.gov)]  
Sent: Wednesday, August 17, 2011 2:53 PM  
To: Rydzik, John  
Cc: Schmierer, Alan C.; WASO\_EQD\_ExtRev; Pendurthi, Susmita; Port, Patricia  
Subject: Fw: DEC-11/0128:Los Coyotes Band of Cahuilla and Cupeño Indians' 23-Acre Fee-to-Trust Transfer and Casino-Hotel Project, City of Barstow

PWR has no comment regarding subject document.

A2-1

Debbie Allen  
National Park Service  
Partnerships Programs, PWR  
1111 Jackson Street #700  
Oakland, CA 94607  
510/817-1446  
510/817-1505 Fax

"Don't dwell on what went wrong. Instead, focus on what to do next. Spend your energies on moving forward toward finding the answer." -- Denis Waitley

----- Forwarded by Debbie Allen/OAKLAND/NPS on 08/17/2011 02:44 PM -----

Dale\_Morlock@nps.gov  
To  
07/12/2011 03:10 PM  
[Debbie.Allen@nps.gov](mailto:Debbie.Allen@nps.gov)  
cc

Subject  
DEC-11/0128:Los Coyotes Band of  
Cahuilla and Cupeño Indians'  
23-Acre Fee-to-Trust Transfer and  
Casino-Hotel Project, City of  
Barstow  
NPS External Affairs Program: ER2000 Program Email Instruction Sheet  
United States Department of the Interior  
National Park Service Environmental Quality Division  
7333 W. Jefferson Avenue  
Lakewood, CO 80235-2017

EIS/Related Document Review: Detail View  
<http://er2000/detail.cfm?ernum=15901>

Document Information

Record #15901

ER Document Number

DEC-11/0128

Document Title

Los Coyotes Band of Cahuilla and Cupeño Indians' 23-Acre  
Fee-to-Trust Transfer and Casino-Hotel Project, City of  
Barstow

Location

State

County

California

San Bernardino County

Document Type

Notice of Intent, Prepare a Draft Environmental Impact Statement

Doc. Classification

Federal Management Plan

Applicant

Bureau of Indian Affairs

Web Review Address

<http://www.gpo.gov/fdsys/pkg/FR-2011-07-01/html/2011-16364.htm>

[http://www.loscoyoteseis.com/documents/draft\\_eis-teir/files/Document.pdf](http://www.loscoyoteseis.com/documents/draft_eis-teir/files/Document.pdf)

[http://www.loscoyoteseis.com/documents/draft\\_eis-teir/files/Appendices.pdf](http://www.loscoyoteseis.com/documents/draft_eis-teir/files/Appendices.pdf)

<http://www.loscoyoteseis.com/>

Document Reviewers

WASO Lead Reviewer

WASO Reviewers

Fred Sturniolo(2420), Tokey Boswell(2510), Thomas Flanagan(2310), Nancy Brian(2340), Kerry Moss(2360), Pat Gillespie(2225), David Vana-Miller(2380), Patricia F Brewer(2350), Steven Elkinton(2220), Bill Commins(2200), Paul Wharry(2033), Dale Morlock(2310)

Regional Lead Reviewer

Alan Schmierer (PWR-O)

Regional Reviewers

Alan Schmierer(PWR-O), Martha Crusius(PWR-O), Debbie Allen(PWR-O), Lee Kreutzer(PWR-O), Michael Elliott(PWR-O)

Cultural Lead Reviewer

Daniel Odess

Cultural Reviewers

Daniel Odess

Action

Lead Bureau

Bureau of Indian Affairs

Response Type

Regional Response

Instructions

Comments to Lead DOI Bureau. NPS Lead consolidates NPS comments, prepares comment/no comment memo, and emails to Lead DOI Bureau

with copy to EQD (WASO-2310). See DI Remarks Section below for specifics.

#### Topic Context

The Bureau of Indian Affairs (BIA) as lead agency, with the Los Coyotes Band of Cahuilla and Cupeño Indians, National Indian Gaming Commission (NIGC), U.S. Environmental Protection Agency (USEPA), and the City of Barstow as cooperating agencies, filed a Draft Environmental Impact Statement with the USEPA for the Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project proposed to be located within the City of Barstow, San Bernardino County, California.

The Los Coyotes Band of Cahuilla and Cupeño Indians (Tribe) has requested that the BIA take into trust 23 acres of land currently held in fee by the Tribe, on which the Tribe proposes to construct a gaming facility, hotel, parking areas and other facilities.

The approximately 23.1-acre project site is located within the incorporated boundaries of the City of Barstow, San Bernardino County, California, just east of Interstate 15.

The proposed project includes the development of a casino with approximately 57,070 square feet of gaming floor.

Associated facilities would include food and beverage services, retail space, banquet/meeting space, and administration space.

Food and beverage facilities would include two full service restaurants, a drive-in restaurant, a buffet, a coffee shop, three service bars, and a lounge.

The hotel tower would have approximately 100 rooms and a full-service restaurant.

Both the gaming facility and the hotel would be open 24 hours a day, seven days a week.

A total of 1,405 parking spaces would be provided.

#### DI Remarks

Reviewers: Please Email comments to NPS Lead Alan Schmierer (PWR-O), [Alan\\_Schmierer@nps.gov](mailto:Alan_Schmierer@nps.gov) by September 1, 2011.

NPS Lead: Alan Schmierer please consolidate NPS comments (no comment) in memo format and send directly to BIA, Sacramento, CA by September 14, 2011, with copy to: [waso\\_eqd\\_extrev@nps.gov](mailto:waso_eqd_extrev@nps.gov) [Susmita\\_Pendurthi@ios.doi.gov](mailto:Susmita_Pendurthi@ios.doi.gov) and patricia\_

[port@doi.gov](mailto:port@doi.gov)

Applicant Address for Alan Schmierer: Amy Dutschke, Regional Director,  
Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way,  
Sacramento, California 95825.

BIA CONTACT: John Rydzik, Bureau of Indian Affairs, Pacific Regional Office,  
2800 Cottage Way, Sacramento, California 95825.

\* Telephone: (916) 978-6051.

#### Workflow

Send Comments to Lead Office: PWR-O  
Send to: Alan Schmierer (PWR-O) by 09/01/11

Lead DOI Bureau: Bureau of Indian Affairs  
DUE TO: Lead Bureau by 09/14/11  
DATE DUE OUT: 09/14/11

OEPC Memo to EQD: 07/11/11  
Comments Due To Lead WASO Div:  
Comments Due Out to  
OEPC/Wash or Applicant: 09/14/11  
Comments Due To Lead Region: 09/01/11  
Comments Due in EQD:  
Comments Due to REO:

#### Tracking Dates

Rcvd. Region Comments:  
Comments Sent to OEPC, REO, or Applicant:  
New Instructions:  
Rcvd. Ext. Letter:  
Reg. Cmths. to Bureau:  
Cmths. Called In:  
Comments Sent to EQD Chief:  
Comment Letter/Memo Signed:  
Rcvd. Extension:  
Sent Add. Info:  
Reg. Cmths. Listed:  
Rcvd. Bureau Cmths:

#### Tracking Notes

#### Reviewer Notes

#### Documentation

Document Last Modified: 07/12/2011  
Complete: False

Date Created: 07/11/2011  
Date Last Email Sent:

# Comment Letter A3

**From:** Brenda J Johnson [<mailto:bjjohnso@usgs.gov>]  
**Sent:** Friday, August 26, 2011 6:47 AM  
**To:** Rydzik, John  
**Cc:** Lecain, Gary D  
**Subject:** 2011 Los Coyotes Band and Casino Hotel Project-California

John,

The United States Geological Survey has reviewed the Draft Environmental Impact Statement for the Proposed Los Coyotes Band of the Cahuilla and Cupeno Indians Fee-To-Trust and Casino-Hotel Project, City of Barstow, San Bernardino, California. We have no comments at this time.

If you have any questions please contact Gary LeCain, USGS Coordinator for

Environmental Document Reviews, at (303) 236-1475 or at [gdlecain@usgs.gov](mailto:gdlecain@usgs.gov)

Thanks

Brenda

A3-1

\*\*\*\*\*

Brenda Johnson  
Environmental Management Branch (EMB)  
Administrative Assistant  
U.S. Geological Survey Mail Stop 423  
Room 5A326  
12201 Sunrise Valley Dr.  
Reston, VA 20192  
Tele (703) 648-6832  
Fax (703) 648-5644  
[bjjohnso@usgs.gov](mailto:bjjohnso@usgs.gov)

\*\*\*\*\*



Department of Toxic Substances Control



Matthew Rodriguez  
Secretary for  
Environmental Protection

Deborah O. Raphael, Director  
5796 Corporate Avenue  
Cypress, California 90630

Edmund G. Brown Jr.  
Governor

August 8, 2011

Ms. Amy Dutschke, Regional Director  
Bureau of Indian Affairs, Pacific Regional Office  
2800 Cottage Way  
Sacramento, California 95825

PACIFIC REGIONAL OFFICE  
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 AUG 10 PM 3:40  
 DECEMS  
 NO  
 Required  
 Date  
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 Title

NOTICE OF AVAILABILITY OF A DRAFT TRIBAL ENVIRONMENTAL IMPACT REPORT FOR THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS FEE-TO-TRUST AND CASINO-HOTEL PROJECT, (SCH #2006041149), SAN BERNARDINO COUNTY

Dear Ms. Dutschke:

The Department of Toxic Substances Control (DTSC) has received your submitted draft Tribal Environmental Impact Report (TEIR) for the above-mentioned project. The following project description is stated in your document: "The Los Coyotes Band of Cahuilla and Cupeno Indians (Tribe) proposes to build a new casino/hotel facility on land located within the incorporated boundaries of the City of Barstow, San Bernardino County, California. The Tribe has requested that the Bureau of Indian Affairs (BIA) take into trust 23 acres of land currently held in fee by the Tribe, on which the Tribe proposed to construct a gaming facility, hotel, parking area and other facilities. The Tribe expects to negotiate a Class III gaming compact with the State of California. The proposed project includes the development of a casino with approximately 57,070 square feet of gaming floor. Associated facilities would include food and beverage services, retail space, banquet/meeting space, and administration space. The hotel tower would have approximately 100 rooms and a full service restaurant. The site is bordered on the north by vacant land located south of Mercantile way; on the west by Lenwood Road and commercial/light industrial development; on the south by vacant land; and on the east by Stoddard Valley Off-Highway Vehicle area, under the jurisdiction of the Bureau of Land Management (BLM). Businesses in the vicinity include two outlet malls, restaurants, and hotels. The project site is located in an area designated as Commercial-Recreational/Transition in the Lenwood Specific Plan Boundary".

A4-1

Based on the review of the submitted document DTSC has the following comments:

1) The TEIR should evaluate whether conditions within the Project area may pose a threat to human health or the environment. Following are the databases of some of the regulatory agencies:

- National Priorities List (NPL): A list maintained by the United States Environmental Protection Agency (U.S.EPA).
- Envirostor (formerly CalSites): A Database primarily used by the California Department of Toxic Substances Control, accessible through DTSC's website (see below).
- Resource Conservation and Recovery Information System (RCRIS): A database of RCRA facilities that is maintained by U.S. EPA.
- Comprehensive Environmental Response Compensation and Liability Information System (CERCLIS): A database of CERCLA sites that is maintained by U.S.EPA.
- Solid Waste Information System (SWIS): A database provided by the California Integrated Waste Management Board which consists of both open as well as closed and inactive solid waste disposal facilities and transfer stations.
- GeoTracker: A List that is maintained by Regional Water Quality Control Boards.
- Local Counties and Cities maintain lists for hazardous substances cleanup sites and leaking underground storage tanks.
- The United States Army Corps of Engineers, 911 Wilshire Boulevard, Los Angeles, California, 90017, (213) 452-3908, maintains a list of Formerly Used Defense Sites (FUDS).

2) The TEIR should identify the mechanism to initiate any required investigation and/or remediation for any site within the proposed Project area that may be contaminated, and the government agency to provide appropriate regulatory oversight. If necessary, DTSC would require an oversight agreement in order to review such documents.

- 3) Any environmental investigations, sampling and/or remediation for a site should be conducted under a Workplan approved and overseen by a regulatory agency that has jurisdiction to oversee hazardous substance cleanup. The findings of any investigations, including any Phase I or II Environmental Site Assessment Investigations should be summarized in the document. All sampling results in which hazardous substances were found above regulatory standards should be clearly summarized in a table. All closure, certification or remediation approval reports by regulatory agencies should be included in the TEIR.
- 4) If buildings, other structures, asphalt or concrete-paved surface areas are being planned to be demolished, an investigation should also be conducted for the presence of other hazardous chemicals, mercury, and asbestos containing materials (ACMs). If other hazardous chemicals, lead-based paints (LPB) or products, mercury or ACMs are identified, proper precautions should be taken during demolition activities. Additionally, the contaminants should be remediated in compliance with California environmental regulations and policies.
- 5) Future project construction may require soil excavation or filling in certain areas. Sampling may be required. If soil is contaminated, it must be properly disposed and not simply placed in another location onsite. Land Disposal Restrictions (LDRs) may be applicable to such soils. Also, if the project proposes to import soil to backfill the areas excavated, sampling should be conducted to ensure that the imported soil is free of contamination.
- 6) Human health and the environment of sensitive receptors should be protected during any construction or demolition activities. If necessary, a health risk assessment overseen and approved by the appropriate government agency should be conducted by a qualified health risk assessor to determine if there are, have been, or will be, any releases of hazardous materials that may pose a risk to human health or the environment.
- 7) If the site was used for agricultural, livestock or related activities, onsite soils and groundwater might contain pesticides, agricultural chemical, organic waste or other related residue. Proper investigation, and remedial actions, if necessary, should be conducted under the oversight of and approved by a government agency at the site prior to construction of the project.
- 8) If it is determined that hazardous wastes are, or will be, generated by the proposed operations, the wastes must be managed in accordance with the California Hazardous Waste Control Law (California Health and Safety Code, Division 20, Chapter 6.5) and the Hazardous Waste Control Regulations (California Code of Regulations, Title 22, Division 4.5). If it is determined that hazardous wastes will be generated, the facility should also obtain a United

A4-3  
Cont.

A4-4

Mr. Amy Dutschke  
August 8, 2011  
Page 4

States Environmental Protection Agency Identification Number by contacting (800) 618-6942. Certain hazardous waste treatment processes or hazardous materials, handling, storage or uses may require authorization from the local Certified Unified Program Agency (CUPA). Information about the requirement for authorization can be obtained by contacting your local CUPA.

A4-4  
Cont.

9) DTSC can provide cleanup oversight through an Environmental Oversight Agreement (EOA) for government agencies that are not responsible parties, or a Voluntary Cleanup Agreement (VCA) for private parties. For additional information on the EOA or VCA, please see [www.dtsc.ca.gov/SiteCleanup/Brownfields](http://www.dtsc.ca.gov/SiteCleanup/Brownfields), or contact Ms. Maryam Tasnif-Abbasi, DTSC's Voluntary Cleanup Coordinator, at (714) 484-5489.

10) Also, in future CEQA document, please provide your e-mail address, so DTSC can send you the comments both electronically and by mail.

A4-5

If you have any questions regarding this letter, please contact Rafiq Ahmed, Project Manager, at [rahmed@dtsc.ca.gov](mailto:rahmed@dtsc.ca.gov), or by phone at (714) 484-5491.

Sincerely,



Greg Holmes  
Unit Chief  
Brownfields and Environmental Restoration Program

cc: Governor's Office of Planning and Research  
State Clearinghouse  
P.O. Box 3044  
Sacramento, California 95812-3044  
[state.clearinghouse@opr.ca.gov](mailto:state.clearinghouse@opr.ca.gov).

CEQA Tracking Center  
Department of Toxic Substances Control  
Office of Environmental Planning and Analysis  
P.O. Box 806  
Sacramento, California 95812  
Attn: Nancy Ritter  
[nritter@dtsc.ca.gov](mailto:nritter@dtsc.ca.gov)

CEQA # 3271

**DEPARTMENT OF TRANSPORTATION**

DISTRICT 8  
PLANNING

464 WEST 4th STREET, 6th FLOOR, MS 725  
SAN BERNARDINO, CA 92401-1400  
PHONE (909) 383-4557  
FAX (909) 383-5936  
TTY (909) 383-6300



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2011 AUG 29 PM 4:04

PACIFIC REGIONAL  
OFFICE

August 18, 2011

Attn: Amy Dutschke  
Bureau of Indian Affairs,  
Pacific Regional Office  
2800 Cottage Way,  
Sacramento, CA 95825

08-SBD-15 P.M. 68.37

Reg Dir \_\_\_\_\_

Dep Reg Dir \_\_\_\_\_

Reg Adm Ofcr \_\_\_\_\_

Route Decems

Response Required no

Due Date \_\_\_\_\_

Memo \_\_\_\_\_ Ltr \_\_\_\_\_

Tele \_\_\_\_\_ Other \_\_\_\_\_

Subject: DEIS Comments, Los Coyotes ~~Band of Cahuilla~~ and ~~Cupeno Indians Fee-to-Trust~~ and Casino Hotel Project

The California Department of Transportation (Caltrans) reviewed the project draft EIS/TEIR prepared for the proposed Los Coyotes Casino Project, in the City of Barstow, please consider the following comments:

Traffic Operations

- 1. Please provide ramp junction analysis at I-15 SB off-ramp / Lenwood Road and at I-15 NB off-ramp / Lenwood Road, for opening year 2013 and horizon year 2035. A5-1
- 2. Provide the queue analysis at I-15 NB/SB off-ramps to Lenwood Road and at I-15 NB/SB off-ramps to Outlet Road which is accessed to the project site for opening year 2013 and horizon year 2035. A5-2
- 3. Please ensure the value of delay on Table 4.7-2 of the EIS matches Table 9-1 in the TEIR for background intersection conditions – 2013 project and other conditions tables for all scenarios, (for example the delay at Main St / SR-58 WB ramps for 2013 weekday PM indicates 18.0 seconds in Table 9-1 in the TEIR, but indicates 17.8 seconds in Table 4.7-2 in the EIS). A5-3
- 4. Both Tables 4.7-10 and 4.7-11 were titled Background plus Alternative B Roadway Analysis, please verify. A5-4
- 5. Please include the horizon year 2035 analysis in the EIR Report. A5-5
- 6. All comments should be addressed and a Traffic Impact Study should be resubmitted prior to proceeding with the Encroachment Permit process. A5-6

Forecasting

Appendix H: Traffic Impact Study for Barstow Site (Alternatives A & B)

- |   |   |       |
|---|---|-------|
| 1. Page 10, could not verify the 2008 traffic count in Appendix C   | ] | A5-7  |
| 2. Peak Hour traffic analysis should include the Sunday PM traffic which is impacting traffic traveling to and from Las Vegas   | ] | A5-8  |
| 3. Figures 5-2, 5-3a and 5-3b; please include the existing year information (i.e. 2009). Missing I-15 NB and SB on-ramp traffic volumes (see intersection numbers 5 and 6).   | ] | A5-9  |
| 4. Page 20, could not verify the existing intersection analysis worksheets in Appendix E.   | ] | A5-10 |
| 5. Page 23, Table 6-3; existing freeway traffic volume should be consistent with other existing traffic network volumes (i.e. 2009), and please include the existing year information on the table title.   | ] | A5-11 |
| 6. Table 6-3, 9-3 and 11-3; freeway segment should be divided into two segments from L Street to SR-58, and from SR-58 to Lenwood Road, instead of L Street to Lenwood Road. The traffic volume changes after the I-15 / SR-58 Interchange.   | ] | A5-12 |
| 7. Page 23, Table 6-3; ADT volume seems to be one directional ADT. It should include total ADT of NB and SB.  | ] | A5-13 |
| 8. Page 24, could not verify Appendix F for trip generation excerpts in the report from the Shingle Rancheria Interchange Transportation / Circulation report.  | ] | A5-14 |
| 9. All the existing and horizon years turning peak hour volumes need to be balanced. We are aware of the roadway entry and exit points between study intersections, but unbalanced vehicles will disappear during the traffic simulation if volumes are not balanced. Therefore volumes must be balanced. | ] | A5-15 |
| 10. Please note that revised Traffic Impact Analysis report dated May 19, 2010 should be reviewed and concurred by the District 8 Traffic Operational Surveillance unit prior to the FIS/TEIR report approval.  | ] | A5-16 |

If you have any questions regarding this letter, please contact Dan Kopulsky at (909) 383-4557 for assistance.

Sincerely,



DANIEL KOPULSKY  
Office Chief  
Community Planning/Local Development Review

c: Scott Morgan, Senior Planner, State Clearinghouse  
Sara Drake, California Department of Justice  
Brandon Walker, Caltrans HQ Legal,  
Lonora Graves, Chief, Native American Liaison Branch  
Josh Pulverman, Statewide LD-IGR Coordinator

California Regional Water Quality Control Board  
Lahontan Region



Victorville Office

14440 Civic Drive, Suite 200, Victorville, California 92392  
(760) 241-6583 • FAX (760) 241-7308  
<http://www.waterboards.ca.gov/lahontan>

Pro  
received  
9-1-11

Edmund G. Brown Jr.  
Governor

Matthew Rodriguez  
Secretary for  
Environmental Protection

Reg Dir \_\_\_\_\_  
Dep Reg Dir \_\_\_\_\_ T \_\_\_\_\_  
Reg Adm Ofcr \_\_\_\_\_  
Route Decrms  
Response Required NO File: Environmental Doc Review  
Due Date \_\_\_\_\_ San Bernardino County

August 29, 2011

Bureau of Indian Affairs memo \_\_\_\_\_ Ltr \_\_\_\_\_  
Pacific Regional Office file \_\_\_\_\_ Other \_\_\_\_\_  
c/o Amy Dutschke, Regional Director \_\_\_\_\_  
2800 Cottage Way \_\_\_\_\_  
Sacramento, CA 95825 \_\_\_\_\_

**COMMENTS ON THE DRAFT ENVIRONMENTAL IMPACT STATEMENT AND TRIBAL ENVIRONMENTAL IMPACT REPORT, LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS HOTEL-CASINO PROJECT, BARSTOW, SAN BERNARDINO COUNTY**

California Regional Water Quality Control Board, Lahontan Region (Water Board) staff received the draft Environmental Impact Statement and Tribal Environmental Impact Report (EIS/TEIR) on July 5, 2011, for the above-referenced project (Project). The EIS/TEIR, dated July 1, 2011, was prepared by Analytical Environmental Services on behalf of Los Coyotes Band of Cahuilla and Cupeno Indians and submitted in compliance with provisions of the National Environmental Policy Act (NEPA). The proposed Project consists of the development of a hotel and casino on approximately 23 acres in the City of Barstow.

Water Board staff has reviewed the EIS/TEIR for the above-referenced project submits the following comments as a cooperating agency. Water Board staff requests that the following comments be addressed and incorporated into the final environmental document for the Project.

A6-1

**Authority**

The State Water Resources Control Board (SWRCB) and the Water Board regulate discharges of waste in order to protect water quality and, ultimately, the beneficial uses of waters of the State. State law assigns responsibility for protection of water quality in the Lahontan Region (Region) to the Water Board.

An alternate location for the Project was proposed near Warner Springs on the Los Coyotes Reservation. Please note that coordination with the California Regional Water Quality Control Board, San Diego Region, would be required if the alternate location is selected for the Project.

## Basin Plan

The *Water Quality Control Plan for the Lahontan Region* (Basin Plan) contains policies that the Water Board uses with other laws and regulations to protect water quality within the Region. The Basin Plan provides guidance regarding water quality and how the Water Board may regulate activities that have the potential to affect water quality within the region. All surface waters and groundwaters are considered waters of the State, which include, but are not limited to, aquifers, drainages, streams, washes, ponds, pools, or wetlands. Surface water bodies may be permanent or intermittent. All waters of the State are protected under California law. Additional protection is provided for waters of the United States (U.S.) under the Federal Clean Water Act (CWA). The Basin Plan sets forth water quality standards for the surface and groundwaters of the Region, which include both designated beneficial uses of water and the narrative and numerical objectives which must be maintained or attained to protect those uses. The Basin Plan includes prohibitions and policies for implementation of standards. The Basin Plan identifies general types of water quality problems which can threaten beneficial uses in the Region, and identifies required or recommended control measures for these problems. In some cases, it prohibits certain types of discharges in particular areas. The Basin Plan includes a program of implementation to protect beneficial uses and to achieve water quality objectives.

A6-2

The current Basin Plan was adopted by the Water Board in 1995 and has since been amended several times; the last amendment was adopted in May 2008. The Basin Plan can be accessed via the Water Board's web site ([http://www.waterboards.ca.gov/lahontan/water\\_issues/programs/basin\\_plan/references.shtml](http://www.waterboards.ca.gov/lahontan/water_issues/programs/basin_plan/references.shtml)). Water Board staff request that the final environmental document reference the Basin Plan, and that the Project complies with all applicable water quality standards, prohibitions, and provisions of this Basin Plan.

## Permits

A number of activities associated with the Project may require permits issued by the State Water Board or Lahontan Water Board. A Clean Water Act, section 402, subdivision (p) stormwater permit, including a National Pollutant Discharge Elimination System (NPDES) General Construction Stormwater Permit, may be required for land disturbance associated with the Project. The NPDES permit requires the development of a Stormwater Pollution Prevention Plan and implementation of best management practices (BMPs).

A6-3

Streambed alteration and/or discharge of fill material to a surface water may require a CWA, section 401 water quality certification (WQC) for impacts to federal waters (waters of the U.S.), or dredge and fill Waste Discharge Requirements (WDRs) for impacts to non-federal waters, both issued by the Lahontan Water Board. Some waters of the State are "isolated" from waters of the U.S.; determinations of the jurisdictional extent of the waters of the U.S. are made by the United States Army Corps of

Engineers. Projects that have the potential to impact surface waters will require the appropriate jurisdictional determinations. These determinations are necessary to discern if the proposed surface water impacts will be regulated under section 401 of the CWA or through dredge and fill WDRs issued by the Water Board.

A6-3  
Cont.

Information regarding these permits, including application forms, can be downloaded from the Water Board's web site (<http://www.waterboards.ca.gov/lahontan/>). If the project is not subject to federal requirements, activities that involve fill or alteration of surface waters, including drainage channels, may still be subject to state permitting.

### **Potential Impacts to Waters of the State and Waters of the U.S.**

The Project proposes, according to section 2.2.1 of the EIS/TEIR, to discharge stormwater through a 36-inch diameter pipe to Lenwood Wash, which may be a water of the State. Surface waters include, but are not limited to, drainages, streams, washes, ponds, pools, or wetlands, and may be permanent or intermittent. Waters of the State may include waters determined to be isolated or otherwise non-jurisdictional by the U.S. Army Corps of Engineers (USACE).

The EIS/TEIR does not provide specific information regarding impacts to surface water resources, specifically the channelization, piping, and discharge of stormwater into a wash. The environmental document needs to quantify these impacts and discuss the purpose of the project, need for surface water disturbance, and alternatives (avoidance, minimize disturbances, and mitigation). We request that measures be incorporated into the Project to avoid surface waters and provide buffer zones where possible. If the proposed Project impacts and alters drainages, then we request that the Project be designed such that it would maintain existing hydrologic features and patterns to the extent feasible. The Project proponent must consult with the USACE, the Department of Fish and Game, and the Water Board prior to issuing a grading permit.

A6-4

Watersheds are complex natural systems in which physical, chemical, and biological components interact to create the beneficial uses of water. Poorly planned development and redevelopment upsets these natural interactions and degrades water quality through a network of interrelated effects. The primary impacts of poorly planned development and redevelopment projects on water quality are:

- Direct, indirect, and cumulative impacts – plans must include a comprehensive analysis of the direct, indirect, and cumulative physical impacts of filling and excavation of wetlands, riparian areas, and other waters of the State, performed from the site to the watershed level;
- Pollutants – the generation of pollutants during and after construction and during operation of the hydroelectric facility;
- Hydrologic modification – the alteration of flow regimes and groundwater; and
- Watershed-level effects – the disruption of watershed-level aquatic function, including pollutant removal, floodwater retention, and habitat connectivity.

These impacts have the potential to degrade water quality and impair a number of beneficial uses by reducing the available riparian habitat and eliminating the natural buffer system to filter runoff and enhance water quality. These impacts typically result in hydrologic changes by decreasing water storage capacity and increasing water flow velocity, which in turn leads to increases in the severity of peak discharges. These hydrologic changes tend to exacerbate flooding, erosion, scouring, sedimentation and may ultimately lead to near-total loss of natural functions and values, resulting in the increased need for engineered solutions to re-establish the disrupted flow patterns. Many examples of such degradation exist in California and elsewhere. The Water Boards are mandated to prevent such degradation. The environmental document must analyze effects of changes in flow regime on the downstream surface waters.

### **Low Impact Development Strategies and Storm Water Control**

The foremost method of reducing impacts to watersheds from urban development is "Low Impact Development" (LID), the goals of which are to maintain a landscape functionally equivalent to predevelopment hydrologic conditions and to minimize generation of non-point source pollutants. LID results in less surface runoff and potentially less impacts to receiving waters, the principles of which include:

- Maintaining natural drainage paths and landscape features to slow and filter runoff and maximize groundwater recharge;
- Reducing the impervious cover created by development and the associated transportation network; and
- Managing runoff as close to the source as possible.

We understand that LID development practices that would maintain aquatic values could also reduce local infrastructure requirements and maintenance costs, and could benefit air quality, open space, and habitat. Planning tools to implement the above principles and manuals are available to provide specific guidance regarding LID. We request you require LID principles to be incorporated into the proposed project design. We request natural drainage patterns be maintained to the extent feasible.

Please include both on-site and off-site stormwater management strategies and BMPs as part of the planning process for both pre-and post-construction phases of the project. The project must incorporate measures to ensure that stormwater generated by the project is managed on-site both pre-and post-construction. Please state who will be responsible for ensuring post-construction BMPs and required maintenance.

### **Wastewater**

The Project proposes to discharge wastewater generated at the site to the City of Barstow's sewage system, which would be treated at Barstow Water Treatment Facility (WTF). At the present time Barstow has adequate capacity to treat wastewater generated from any of the proposed alternatives. However, Barstow may have to

A6-4  
Cont.

A6-5

upgrade its treatment system since it is having difficulty in meeting the effluent limits required by their waste discharge requirements for the existing discharges. The EIS should evaluate the effect of additional wastewater treatment to the effluent limits and groundwater pollution.

A6-5  
Cont.

## CLOSING

The proposed Project may result in discharges of waste that may affect water quality. The environmental document must disclose these potential impacts and analyze alternatives to reduce any potentially significant water quality impacts. Further, the environmental document should identify any mitigation measures to prevent the water quality impacts. The Water Board may impose additional requirements under its regulatory authority to protect water quality.

Please note that obtaining a permit and conducting monitoring does not constitute adequate mitigation. Development and implementation of acceptable mitigation is required. The environmental document must specifically describe the BMPs and other mitigation measures used to mitigate project impacts.

A6-6

Thank you for the opportunity to comment on your Project. If you have any questions regarding this letter, please contact me at (760) 241-7305 ([bbergen@waterboards.ca.gov](mailto:bbergen@waterboards.ca.gov)) or Patrice Copeland, Senior Engineering Geologist, at (760) 241-7404 ([pcopeland@waterboards.ca.gov](mailto:pcopeland@waterboards.ca.gov)).

Sincerely,



Brianna Bergen  
Engineering Geologist

cc: David Barker, P.E., San Diego RWQCB

BB\rc\U:\CEQA\COMMENTS\_ BarstowCasino.doc



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION IX  
75 Hawthorne Street  
San Francisco, CA 94105

September 13, 2011

RECEIVED BIA  
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PACIFIC REGIONAL

Reg Dir OFFER ✓

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Response Required NO

Due Date \_\_\_\_\_

Memo Ltr

Fax \_\_\_\_\_

Amy Dutschke  
Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825

Subject: Los Coyotes Band of Cahuilla and Cupeño Indians and the Big Lagoon Rancheria Fee-to-Trust Transfer and Casino-Hotel Project, Draft Environmental Impact Statement, San Bernardino County, California, (CEQ # 20110201).

Dear Ms. Dutschke:

The U.S. Environmental Protection Agency (EPA) has reviewed the Draft Environmental Impact Statement (DEIS) for the Los Coyotes Band of Cahuilla and Cupeño Indians and the Big Lagoon Rancheria Fee-to-Trust Transfer and Casino-Hotel Project (Project). Our review and comments are pursuant to the National Environmental Policy Act, Council on Environmental Quality regulations (40 CFR Parts 1500-1508), and our NEPA review authority under Section 309 of the Clean Air Act.

The proposed alternative (Alternative B, Barstow Reduced Casino Hotel Complex) would place three assessor's parcels in the City of Barstow (City) totaling approximately 23.1 acres into federal trust status on behalf of the Tribe. Based on our review, we have rated the proposed project as Lack of Objections (LO) (see enclosed "Summary of Rating Definitions").

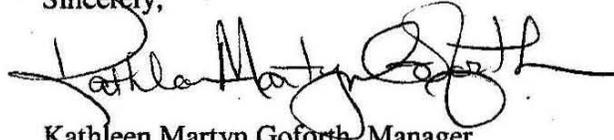
The DEIS describes a variety of BMPs that would retain pre-project site hydrology for up to the 100-year rainfall event. EPA acknowledges and commends the project proponent for design plans to incorporate stormwater best management practices so as to avoid impacts to receiving waters. As proposed, the BMPs include parking filter strips and end basins, landscaping areas, oil /water separators, and detention basins to capture and treat runoff from buildings and parking areas. In addition to avoiding impacts to nearby Lenwood Creek, a tributary to the Mojave River, various infiltration facilities would be incorporated to capture building and parking lot runoff and preserve pre-project hydrology. We recommend that the Final EIS and Record of Decision include commitments to implement these BMPs.

We appreciate that BIA and the Tribe have minimized impacts to the 10.5 acres of Mojave River 100-year flood plain that lie in the southwest portion of the Barstow site. To minimize 100-year floodplain impacts, no structures other than parking and stormwater infiltration facilities would be constructed in the floodplain portion of the project site.

We appreciate the opportunity to review this DEIS and are available to discuss our comments. When the FEIS is released for public review, please send one hard copy and two CDs to the address above (mail code: CED-2). If you have any questions, please contact me at (415) 972-3521, or contact James Munson, the lead reviewer for this project. James can be reached at (415) 972-3800 or munson.james@epa.gov.

A7-1  
Cont.

Sincerely,



Kathleen Martyn Goforth, Manager  
Environmental Review Office

Enclosures: Summary of EPA Rating Definitions

## **SUMMARY OF EPA RATING DEFINITIONS\***

This rating system was developed as a means to summarize the U.S. Environmental Protection Agency's (EPA) level of concern with a proposed action. The ratings are a combination of alphabetical categories for evaluation of the environmental impacts of the proposal and numerical categories for evaluation of the adequacy of the Environmental Impact Statement (EIS).

### **ENVIRONMENTAL IMPACT OF THE ACTION**

#### ***"LO" (Lack of Objections)***

The EPA review has not identified any potential environmental impacts requiring substantive changes to the proposal. The review may have disclosed opportunities for application of mitigation measures that could be accomplished with no more than minor changes to the proposal.

#### ***"EC" (Environmental Concerns)***

The EPA review has identified environmental impacts that should be avoided in order to fully protect the environment. Corrective measures may require changes to the preferred alternative or application of mitigation measures that can reduce the environmental impact. EPA would like to work with the lead agency to reduce these impacts.

#### ***"EO" (Environmental Objections)***

The EPA review has identified significant environmental impacts that should be avoided in order to provide adequate protection for the environment. Corrective measures may require substantial changes to the preferred alternative or consideration of some other project alternative (including the no action alternative or a new alternative). EPA intends to work with the lead agency to reduce these impacts.

#### ***"EU" (Environmentally Unsatisfactory)***

The EPA review has identified adverse environmental impacts that are of sufficient magnitude that they are unsatisfactory from the standpoint of public health or welfare or environmental quality. EPA intends to work with the lead agency to reduce these impacts. If the potentially unsatisfactory impacts are not corrected at the final EIS stage, this proposal will be recommended for referral to the Council on Environmental Quality (CEQ).

### **ADEQUACY OF THE IMPACT STATEMENT**

#### ***Category "1" (Adequate)***

EPA believes the draft EIS adequately sets forth the environmental impact(s) of the preferred alternative and those of the alternatives reasonably available to the project or action. No further analysis or data collection is necessary, but the reviewer may suggest the addition of clarifying language or information.

#### ***Category "2" (Insufficient Information)***

The draft EIS does not contain sufficient information for EPA to fully assess environmental impacts that should be avoided in order to fully protect the environment, or the EPA reviewer has identified new reasonably available alternatives that are within the spectrum of alternatives analyzed in the draft EIS, which could reduce the environmental impacts of the action. The identified additional information, data, analyses, or discussion should be included in the final EIS.

#### ***Category "3" (Inadequate)***

EPA does not believe that the draft EIS adequately assesses potentially significant environmental impacts of the action, or the EPA reviewer has identified new, reasonably available alternatives that are outside of the spectrum of alternatives analyzed in the draft EIS, which should be analyzed in order to reduce the potentially significant environmental impacts. EPA believes that the identified additional information, data, analyses, or discussions are of such a magnitude that they should have full public review at a draft stage. EPA does not believe that the draft EIS is adequate for the purposes of the NEPA and/or Section 309 review, and thus should be formally revised and made available for public comment in a supplemental or revised draft EIS. On the basis of the potential significant impacts involved, this proposal could be a candidate for referral to the CEQ.

\*From EPA Manual 1640, Policy and Procedures for the Review of Federal Actions Impacting the Environment.



County of San Diego  
LAND USE AND ENVIRONMENT GROUP

SARAH E. AGHASSI  
DEPUTY CHIEF ADMINISTRATIVE OFFICER

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Reg Dir \_\_\_\_\_  
 Dep Reg Dir \_\_\_\_\_  
 Reg Adm Officer \_\_\_\_\_  
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 Response Required \_\_\_\_\_  
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*all*  
*DELRMS*  
*Nb*

September 13, 2011

Amy Dutschke, Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825

**DEIS COMMENTS, LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS FEE-TO-TRUST AND CASINO-HOTEL PROJECT (RESPONSE ONLY TO ALTERNATIVES C AND D LOCATED IN SAN DIEGO COUNTY)**

Dear Ms. Dutschke:

The County of San Diego (County) received the Notice of Availability (Notice) from the Bureau of Indian Affairs (BIA) for the Draft Environmental Impact Statement (DEIS) for the Proposed Los Coyotes Band of Cahuilla and Cupeño Indians (Los Coyotes Band) 23-Acre Feet-to-Trust (FTT) Transfer and Casino-Hotel Project on July 6, 2011 and the 75-day public comment period. The proposed acquisition by the United States for the Los Coyotes Band is to transfer a 23.1 acre property to trust for purposes of constructing a gaming facility, hotel, parking areas and other facilities.

Since the property is located in the City of Barstow in San Bernardino County, the County of San Diego does not wish to provide comments about the trust acquisition. The County of San Diego also does not wish to comment on Alternatives A (Barstow Casino and hotel complex project) and B (Barstow reduced casino hotel complex) as provided in the DEIS because these actions will be located in San Bernardino County. However, Alternatives C (smaller casino project on Reservation) or D (campground facility on Reservation) would be sited on the Los Coyotes Reservation located in the unincorporated area in San Diego County near the community of Warner Springs.

The County of San Diego (the County) appreciates the opportunity to comment on Alternatives C and D as they are located within San Diego County. The County is a political subdivision of the State of California responsible for the governance, health, and welfare of the people of San Diego County. The County's comments relate to issues within our statutory responsibilities in regards to potential off-site impacts caused by Alternatives C and D and details inadequacies related to the analysis provided within the DEIS.

Tribal gaming as proposed by Alternative C of the DEIS has the potential to affect the resources of San Diego County in both positive and negative ways. The proposed gaming facilities on the Los Coyotes Reservation will provide an increased job base in an area of the county where jobs are scarce. In addition, the new facilities have the potential to provide new tax bases and

A8-1

promote local businesses in the county as discussed on page 4.6-21 of the DEIS. However, the development needed to support these facilities has the potential to adversely affect County resources and the environment as detailed in this letter. In order to create an adequate balance between the needs of the Tribe and the needs of the residents of San Diego County, the County would like to work with the Los Coyotes Band to further analyze the potential impacts of the proposed project on sensitive resources and develop agreements to offset such adverse impacts if Alternative C is chosen as the preferred project over Alternatives A (Barstow Casino-Hotel Complex) and B (Barstow Reduced Casino-Hotel Complex).

A8-1  
Cont.

The County does not believe that the smaller casino project option in Alternative C, or the proposed campground facility in Alternative D, was adequately analyzed in the DEIS since all of the data is outdated (from 2006) and the proposed mitigation measures in the DEIS are inadequate to protect our residents and the environment. The location of Alternative C is not appropriate given the sensitive habitat which may support federally and locally sensitive species such as the Arroyo Toad, Dulzura pocket mouse, Southwestern willow flycatcher, Least Bells Vireo, and Stephen's kangaroo rat. In addition, Alternative C is adjacent to a blue-line stream and coast live oak woodland habitat. As such, the County is opposed to Alternative C and urges denial of the request that Alternative C be chosen as the preferred project.

A8-2

Further environmental review is needed to ensure that project impacts are thoroughly evaluated and properly mitigated if the land were to be developed for a casino under Alternative C or D as detailed in the following comments. Further, the County requests that the Los Coyotes Band enter into a binding agreement with the County of San Diego if Alternatives C and D are considered in lieu of Alternatives A and B to ensure that appropriate mitigation measures are in place.

A8-3

Additional reasons for the County's opposition to the proposed project alternatives to develop on the Reservation are detailed as follows:

#### General Comments

1. A study by the County of San Diego Health and Human Services Agency conducted between 1999 through 2007 found that there is a statistically significant increase in both total number of motor vehicle crashes and in alcohol related crashes during construction and operation of a new casino in a rural area. In addition, there is also an increase in emergency medical response for motor vehicle crashes, alcohol involved motor vehicle crashes, cardiac pain and falls. The study found that head-on collisions, rollovers, and collisions with objects, all of which are associated with more severe outcomes, made up a substantially higher proportion of crashes in State Route 76 (SR-76) between Interstate 15 (I-15) and Julian than in San Diego County overall. This is correlated with the openings of casinos at Pala, Pauma, San Pasqual and Rincon tribal lands between 2001 and 2002. From 1999 through 2007, there was an average of 29 injury crashes per year along this stretch of roadway. Five of these crashes per year included alcohol. In 2008, the number of injury crashes rose to 46, with 12 involving alcohol. Both of these were statistically significant increases from the previous nine years. The addition of a restaurant and casino would also increase the need for 9-1-1 response in this area. Historically, the addition of casino properties in rural areas, has led to increase in 9-1-1 response for motor vehicle injuries, alcohol involved vehicle injuries, cardiac pain, and

A8-4

falls. These impacts have not been analyzed in the DEIS under Alternative C and must be evaluated further since they are potentially significant.

A8-4  
Cont.

2. Municipal Services Agreement (MSA), Page 2-23, this section states that the "*Tribe has not entered into a MSA for Alternative C, but would be willing to negotiate appropriate compensation to San Diego County for services provided to the casino development.*" The County would also like to ensure that we are appropriately compensated for services provided and would like to enter into a MSA if Alternative C is chosen as the proposed project.

A8-5

3. The DEIS fails to adequately address problem gambling prevention and alcohol abuse. The probability of being a problem gambler roughly doubles for those living within ten miles of a casino compared to those who do not (Volberg, 1994). The DEIS does not provide information for in-casino problem gambler intervention, awareness and prevention programs that are industry accepted practices such as self-exclusion and casino-exclusion programs, refusal to cash welfare and child support payments, etc. In addition, the Tribe should provide a clearly visible written policy statement on the perils of drunk driving and gambling addiction in the proposed casino and hotel. The DEIS should be revised to include a problem gambling prevention program for Alternative C.

A8-6

4. The DEIS fails to address gambling addiction treatments. State Compacts require that tribes with casinos provide contributions for County's gambling addiction treatment programs. The proposed project will increase the need for such treatment services. The DEIS should include gambling addiction treatment for Alternative C and its impacts on the County.

5. As discussed on page 4.6-25 of the DEIS, the County of San Diego consists of approximately ten existing casinos and two known proposed casinos. Since the establishment of Indian gaming casinos and resorts throughout San Diego County, crime related to these facilities has increased. The District Attorney's (DA's) Office is responsible for prosecuting crime and has therefore been impacted by an increased workload, at times involving new and unique crimes. In general, Indian gaming brings with it an upsurge of gambling law violations such as cheating, employee theft and embezzlement. Other common violations include trespassing, theft, the use of stolen credit cards and checks, auto burglaries, assaults and batteries, narcotics use, and driving under the influence. With the proposed addition of a casino on the Los Coyotes reservation, the impact to the DA's Office would include an increased workload as well as tasks associated with maintaining open communication between the Los Coyotes Band, other law enforcement agencies and the DA's office. These impacts have not been adequately addressed in the DEIS for Alternative C.

A8-7

6. Page 4.9-9 of the DEIS states that "*demands to law enforcement would not be offset by property tax or development fees and thus the Tribe should compensate the Department based on the level of service needed.*" The County agrees with this statement and if Alternatives C or D are chosen in lieu of the preferred Barstow project than the County would like to discuss appropriate compensation for services provided to off-set the impacts to the already overextended law enforcement services of the County.

7. Page 2-33 identifies that Alternatives C and D "*are located in a more rural, less developed area where the potential for adverse environmental consequences would be more significant.*" The DEIS also states "*Alternatives C and D would both have the potential to adversely affect waters of the U.S., wetland features on-site, and the Quino checkerspot butterfly, the Laguna Mountain skipper, arroyo toad, coastal California gnatcatcher, and the Stephen's kangaroo rat.*" The County believes that the environmental consequences of Alternatives C and D are significant and that the proposed Alternatives C and D should be revised to be located in a less rural, more developed location on the Los Coyotes reservation which will eliminate the potential impacts identified in the DEIS on sensitive biology and wetlands. The County believes that the location of Alternatives C and D in the DEIS are not appropriate and make the alternatives infeasible given their larger impact on the environment than the preferred Barstow project.
8. Page 3.1-17 identifies the Los Coyotes site as located in an area that is "*seismically active.*" There is a mapped fault, Hot Springs Fault, which crosses the Los Coyotes Reservation and may intersect the property per Figure 3.1-8 which is proposed for development under Alternatives C and D. It is recommended that structures proposed meet seismic requirements within the California Building Code.

A8-8

A8-9

#### Water Resources

9. Alternative C could generate off-site impacts into County lands in regards to Hydrology and Water Quality. The project site is located adjacent to the San Ysidro Creek. There are no mapped Federal Emergency Management Agency (FEMA) or County Floodplains for the San Ysidro Creek, but the 100-year water surface elevations across the site should be evaluated. The proximity of Alternatives C and D to the creek requires a discussion of the 100-year water surface elevation in comparison to the finished floor elevation of the project site. In Appendix E, Alternatives 1 and 2 have an "Assessment of Flood Plain Impacts" and Alternatives 3 and 4 have a "Flooding" discussion. However, Alternative 5 (Alternative C in DEIS) and Alternative 6 (Alternative D in DEIS) do not have these sections. The possible off-site impacts generated from on-site debris and objects running downstream of the site due to a 100-year storm with a low finished floor elevation compared to the water surface elevation of the San Ysidro Creek should be revised in the DEIS.
10. The significance criteria for Alternative C should be reevaluated per the guidelines below. The criteria are based on the California Environmental Quality Act (CEQA) Checklist in Appendix G to the CEQA Guidelines (14 CCR 15000 et seq.) and off-site water resource impacts may be generated if Alternative C would:
- Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map, including County floodplain maps.
  - Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.

A8-10

11. In addition to the San Diego County Hydrology Manual (dated June, 2003), it is strongly encouraged that the Los Coyotes Band follow County Ordinances and Design Manuals in order to address off-site impacts into County lands in regards to Hydrology and Water Quality:
  - a. County of San Diego Watershed Protection, Stormwater Management, and Discharge Control Ordinance (WPO), Ordinance 10096 (N.S.), December, 2010.
  - b. County of San Diego Resource Protection Ordinance (RPO), Ordinance 9842 (N.S.), March, 2007
  - c. County of San Diego Standard Urban Stormwater Mitigation Plan (SUSMP), January, 2011
  - d. Final Hydromodification Management Plan (HMP) for County of San Diego, January, 2011
  - e. San Diego County Drainage Design Manual, July, 2005
  
12. Mitigation recommendations listed in the DEIS Section 4.2.3 and 4.2.4 (Water Resources) along with Appendix E are not complete and need additional analysis to ensure that Alternatives C and D comply with what is required under local and state water quality regulations. Alternatives C and D in the DEIS do not take into account the County of San Diego's Standard Urban Stormwater Mitigation Plan (SUSMP) criteria as follows:
  - a. Potential hydromodification impacts to receiving waters (San Ysidro Creek) have not been adequately addressed. Project does not adequately address and mitigate hydromodification impacts of the proposed project. A Hydromodification Management Plan (HMP) study would demonstrate that post-project runoff shall not exceed estimated pre-project rates and/or durations, where increased runoff would result in increased potential for erosion or other adverse impacts to beneficial uses. An HMP study should be based on the County of San Diego's Final Hydromodification criteria (Appendix G) located here:  
<http://www.sdcounty.ca.gov/dpw/watersheds/susmp/susmp.html>
  
  - b. Post-construction treatment control BMPs (Parking End Basins and Stormwater Interceptors) are not sufficient to meet the County of San Diego's SUSMP standards for Alternatives C and D. All proposed treatment control BMPs (and potential hydromodification facilities) should be designed and sized according to the unified low impact development (LID) design procedure approach outlined in the County's SUSMP which is located here:  
<http://www.sdcounty.ca.gov/dpw/watersheds/susmp/susmp.html>. It appears a "Parking End Basin" would need to be designed as an infiltration trench. The "stormwater interceptor" is not considered a LID technique and LID BMPs, such as, bioretention BMPs and infiltration BMPs, could be substituted.
  
13. Page iv of the DEIS Water Resources section are identical for both Alternative C and D which describe two very different uses and would have different impacts to the surrounding area. The DEIS should be revised for each alternative to better describe BMPs and mitigation proposed for each alternative on an individual basis based on use.

A8-10  
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14. Page iv, the mitigation proposed under the Stormwater section states mitigation is also intended to protect groundwater resources. The County is uncertain that all stormwater BMPs described in this section can directly translate from stormwater protection to ground water protection. The DEIS should be revised to demonstrate how the stormwater mitigation techniques and BMPs will be applied, and will improve and/or protect ground water resources. A8-10  
Cont.
15. Page iv, a detailed description of the wastewater facilities for Alternatives C and D should be completed at the same level of analysis as was completed for Alternatives A and B. The DEIS should be revised to show that the wastewater facilities may have minor impacts to water quality, as well, given that the proposed uses and treatment plants and discharge ponds would be located in close proximity to San Ysidro Creek. A8-11
16. Page 2-23 and 2-29 of the DEIS describe treated wastewater as "*disposed of through a subsurface disposal system that includes drip irrigation used in landscaping and a leach field area beneath the parking lot.*" The term "*beneath*" should be clarified in the DEIS as it appears from Figure 2-11 that the leach fields are actually located south and slightly west of the parking lot, not "*beneath*" as described in the text. A8-12
17. Alternative C and D in the DEIS discuss the installation of a new well to serve the proposed projects. The well should meet or exceed all requirements set forth in the California Water Well Standards, bulletin 74-81 & 74-90.
18. Any proposed use of well water for potable use should conform to or exceed the applicable standards for drinking water. A8-12
19. Page 3.9-3 of the DEIS states that the well field, to the southwest of the proposed site, has 24 wells present. It also states that "*there are concerns of depleting groundwater resources due to groundwater pumping in this area.*" Despite this, the DEIS makes the statement repeatedly that there would be "*no adverse impact to the groundwater supply*" for Alternatives C and D. This seems contradictory and though the impact may be minimal, it is unlikely that there would be no impact from increased pumping of local groundwater supplies at 10,000 gallons per day or more. A8-12
20. Alternatives C and D propose the use of a Membrane Bio Reactor wastewater tertiary treatment system followed by drip irrigation and/or leach fields. The DEIS mentions that the area that is adjacent to and extends slightly into the proposed leach field area is a "*seasonally wet depression.*" This coupled with the nearby stream and several nearby springs raises a concern related to the proposed leach field area being in an area of high groundwater during at least portions of the year. The DEIS should evaluate the groundwater levels on the site and discuss how the Los Coyotes Band will ensure adequate separation can be maintained from the bottom of any on-site wastewater disposal system to the highest level to which groundwater could be expected to rise. A8-13
21. The DEIS shows that the leach field will be located under the parking lot for Alternatives C and D. Leach field designs are typically discouraged from being placed under impermeable material due to the elimination of root uptake and evapotranspiration of the effluent in the subsurface dispersal area.

22. The DEIS makes mention of "recycling" treated wastewater but makes no specific statements about what uses the recycled water would serve. Further explanation on this matter is needed to ensure that no unapproved use is proposed or allowed for Alternatives C and D.
23. The DEIS states repeatedly that Alternatives C and D would pose "no adverse impact to the groundwater quality". While the impact may be minimal based on information, there is no evidence to state that "no adverse impact" will occur to the groundwater quality.
24. The DEIS states that the Los Coyotes site proposed for Alternatives C and D currently utilize individual septic systems and that the "restrooms at campgrounds were closed due to septic system problems." No explanation was given as to why the systems had problems and why the bathrooms were closed as a result. The DEIS should be revised with further explanation of why these systems failed to ensure that there would not be additional problems associated with restrooms at the Los Coyotes site.

A8-13  
Cont.

#### Air Quality

25. The project descriptions provided for Alternatives C and D on page iii in the Executive Summary and page 2-19 in the Alternatives section are inadequate to accurately determine air quality impacts and do not provide any information regarding the amount of grading necessary to construct the facilities or any off-site improvements serving the facilities. The project descriptions should be revised to indicate the location of all on- and off-site improvements and the amount of grading necessary to construct the proposed facilities.
26. The DEIS does not adequately evaluate the impacts from the proposed construction and operation of Alternatives C and D. The DEIS should evaluate each construction phase and include the proposed grading (windblown dust), road construction (off-gassing) and fugitive dust emissions from haul trucks to determine air quality impacts.
27. The DEIS does not include an evaluation of whether the emissions from Alternatives C and D would result in a violation or contribute substantially to an existing air quality violation of the National and California Ambient Air Quality Standards. The DEIS should evaluate whether Alternatives C and D result in emissions that would violate an air quality standard or contribute substantially to an existing or project air quality violation. For example, the San Diego County Air Basin (SDCAB) is classified as non-attainment for Ozone ( $O_3$ ), Particulate Matter 10 ( $PM_{10}$ ), and Particulate Matter 2.5 ( $PM_{2.5}$ ). The DEIS should evaluate the emissions of  $PM_{10}$ ,  $PM_{2.5}$ , Carbon Monoxide, Lead and Lead Compounds and Volatile Organic Compounds (VOC) resulting from the proposed project.
28. The DEIS does not include any meteorological or air quality data pertaining to the existing air quality at Alternatives C and D. The DEIS should include data regarding the existing meteorology and air quality existing at these alternatives.
29. The DEIS does not indicate whether Alternatives C and D would conflict with or obstruct the implementation of the San Diego Regional Air Quality Strategy (RAQS) and/or

A8-14

applicable portions of the State Implementation Plan (SIP). The DEIS should evaluate the potential impacts of these alternatives on the implementation of the RAQS and SIP.

A8-14  
Cont.

30. The DEIS does not include an analysis of impacts on sensitive receptors and does not include a Health Risk Assessment (HRA) for Alternatives C and D. The DEIS should include an analysis of whether there are any significant risks to sensitive receptors (residents, schools, hospitals, resident care facilities, or day-care centers) from the proposed project on- and off-site from Alternatives C and D. The HRA should also include an analysis of whether these alternatives would result in a significant health risk resulting from the disturbance of soils that may be contaminated from previous pesticide exposure. The HRA should also include an analysis of whether the project would result in an exposure to Toxic Air Contaminants (TACs) resulting in a maximum incremental cancer risk greater than 1 in 1 million without application of Toxics-Best Available Control Technology or a health hazard index greater than one would be deemed as having a potentially significant impact.

A8-15

31. The DEIS does not analyze the cumulative air quality impacts resulting from Alternatives C and D. The DEIS should evaluate whether the project may have a cumulatively considerable impact on air quality if emissions of concern from the proposed project, in combination with the emissions of concern from other proposed projects or reasonably foreseeable future projects are in excess of the National or California Ambient Air Quality Standards.

A8-16

32. The DEIS does not include an analysis of whether Alternatives C and D would either generate objectionable odors or place sensitive receptors next to existing objectionable odors, which could affect a considerable number of persons or the public. The DEIS should also include an analysis of the odors resulting from the proposed on-site wastewater treatment plant identified in these alternatives.

A8-17

33. The DEIS should be updated with a Greenhouse Gas (GHG) analysis for Alternatives C and D which includes a quantitative analysis that estimates the percent reduction associated with the project's Air Quality implementation measures. Although the project is not subject to the County's environmental & land use regulations, the DEIS should disclose additional information so the public can better assess the project's environmental impact. The Climate Change section in the DEIS should reference the County's Interim Approach to Climate Change, which identifies a 900 metric ton screening threshold criteria. The DEIS should be revised to explain that the County requires projects which exceed 900 metric tons Carbon Dioxide equivalent (CO<sub>2</sub>e), to reduce GHG emissions 33% below a "business as usual scenario". The DEIS should identify and disclose the GHG reductions that will be attained with the projects proposed Air Quality implementation measures.

A8-18

### Biological Resources

34. General biological surveys were conducted in May of 2006 of the Los Coyotes site. Updated focused surveys are required in order to accurately determine current biological impacts from Alternatives C and D since five years have passed since the general surveys were completed. In addition, the surveys for Arroyo toad, southwestern willow

A8-19

flycatcher, and Least Bell's vireo for Alternatives C and D were not executed using established protocol. Due to the potential for these species to occur on-site all surveys should be completed using existing protocol established from the wildlife agencies in order to determine their presence or absence. The surveys must be conducted in the field at the time of year when species are both evident and identifiable. According to the Department of Fish and Game, surveys should take place during flowering or fruiting of plants and should be spaced throughout the growing season to accurately determine what plants exist on-site. Many times this may involve multiple visits to the same site (e.g. in early, mid, and late-season for flowering plants) to capture the floristic diversity at a level necessary to determine if special status plants are present. The timing and number of visits are determined by geographic location, the natural communities present, and the weather patterns of the year(s) in which the surveys are conducted. Surveys should be comprehensive over the entire site, including areas that will be directly or indirectly impacted by the project.

A8-19  
Cont.

35. In the Executive Summary Table (Table ES-1, Page xvi, *Federally Listed Species row, and Alternative C and D Column*) of the DEIS Quino Checkerspot Butterfly (*Euphydryas editha quino*) is not included in the mitigation. Quino Checkerspot Butterfly should be included in the mitigation to ensure this species is addressed in the Section 7 consultation with U.S. Fish and Wildlife Service.

A8-20

36. In the Executive Summary Table (Table ES-1, Page xiv, *Alternative C and D Column*) of the DEIS no habitat based mitigation is proposed for impacts to non-native grasslands, coast live oak woodland, intermittent channel and wetlands. These are considered sensitive biological resources and proposed impacts are significant. Therefore, habitat based mitigation is required and should be addressed in the DEIS analysis.

37. A full biological assessment must be completed for Alternatives C and D in order to evaluate the extent of the impacts to biological resources. The DEIS indicates that a biological assessment was only completed for the Barstow site (Alternatives A and B).

A8-21

38. Page 3.4-16 of the DEIS states that "*Otay Manzanita is the only state and/or CNPS listed plant species that is reported to occur within five miles of the project site and has potential habitat on and within the immediate vicinity of the project site.*" The DEIS should also indicate whether surveys were conducted for Nevins Barberry and San Bernadino Bluegrass for Alternatives C and D as these are also state and/or California Native Plant Society listed plant species that could be found on-site.

A8-22

39. Page 4.4-4 of the DEIS states that "*potential impacts to the Coast live oak woodland habitat would be minimal due to the relatively common and abundant nature of this habitat type in the region.*" The County disagrees with this statement and requires 3:1 mitigation for impacts to this important resource on County lands. The mitigation ratio for Coast live oak woodland habitat reflects the regional importance of the habitat, its overall rarity, and the number, variety and sensitivity of species it supports. Mitigation for habitat loss is required to compensate for direct impacts as well as cumulative loss of habitat within San Diego County. Cumulative impacts are often more significant than direct impacts since the cumulative habitat losses from several projects may result in a dramatic loss of habitat in an area. The County encourages the Los Coyotes Band to

A8-23

protect this valuable resource and for the Tribe to propose a more suitable location if Alternatives C or D are chosen for the project.

A8-23  
Cont.

40. Page 4.4-4 of the DEIS indicates that the San Ysidro Creek flows immediately west of the Los Coyotes site which contains Alternatives C and D. The San Ysidro Creek is considered to be a potentially jurisdictional water of the U.S. according to the DEIS. The Resource Protection Ordinance (RPO) was adopted by the County in 1989 and amended in 1991 and 2007. The RPO restricts to varying degrees impacts to various natural resources including wetlands, wetland buffers, floodplains, steep slopes, sensitive habitat lands and historical sites. In addition, the ordinance requires that a wetland buffer be provided to further protect the wetland resources. Although Alternatives C and D are located on reservation lands and RPO compliance is not required, the County urges that in order to maintain the ecosystem as a functioning unit, wetlands and their adjacent upland habitats should be preserved together so that it encompasses the natural diversity of type, function and structure of habitats. If Alternatives C and D are considered in favor of the Barstow projects (Alternatives A or B), the County urges a formal wetland delineation of the San Ysidro Creek and verification by the U.S. Army Corps of Engineers to determine buffers and project impacts.

A8-24

41. Page 5-9 of the DEIS identifies mitigation measures for impacts to Stephen's kangaroo rat only. This section should include mitigation measures for the potential impacts to all sensitive plant and animal species identified in the DEIS such as the Arroyo Toad and coast live oak woodland habitat. Care should also be taken to protect state and locally sensitive plants and animals located on the site.

A8-25

#### Cultural and Paleontological Resources

42. The DEIS does not include the cultural resources technical report relied upon for the evaluation of cultural resources as an Appendix. The report should have been included in the DEIS (without the confidential information). The County is requesting permission for the release of these documents.

A8-26

43. Page 3.5-11 of the DEIS should include what record search radius was used (e.g. 1 mile radius) around the project site. The document just states "*within the radius of the records search.*" Also, it is unclear if the entire record search area radius had been previously surveyed for cultural resources which could account for the low number of sites found (five prehistoric and one historic period) within the area. The DEIS should be revised to clarify the records search results.

A8-27

44. The cultural resource survey for Alternatives C and D were conducted in 2006. The County requires that cultural resource surveys be updated every five years to ensure that cultural resources are adequately identified. Therefore, a new cultural resource study should be completed to ensure that previously undiscovered archaeological sites are not disturbed during the proposed project alternatives.

A8-28

45. Page 3.5-12 of the DEIS states that the sacred lands request was conducted on March 27, 2006. A new sacred lands request and tribal letters should be sent out since it has

been five years since the original sacred lands request was completed and new information may be available.

A8-28  
Cont.

46. A review of County of San Diego Geographic Information System map shows that there is a marginal likelihood of uncovering significant paleontological resources on the Los Coyotes site. The area is composed of pre-cretaceous metasedimentary rocks. In order to mitigate for potential impacts to paleontological resources on the project site, a monitoring program during grading, trenching or other excavation into undisturbed rock layers beneath the soil horizons and a fossil recovery program should be completed.

A8-29

#### Socioeconomics Conditions and Environmental Justice

47. Page 3.6-6 of the DEIS utilizes data compiled from 2004 to discuss the demographics of the labor force in San Diego County. The data used is seven years old and should be updated to reflect current data from at least 2010 since the economy has changed dramatically since the data was obtained.

A8-30

#### Transportation/Circulation

48. Camino San Ignacio Road is a County maintained road from State Route 79 to Camino Ortega. The paved width of the road is only 24 feet wide. Substantial increases in traffic volume, such as that anticipated from Alternative C, would warrant consideration of widening the road to the interim public road standard of 28 feet. The DEIS should indicate the need to widen the road or should discuss how the tribe would mitigate the impacts to this County maintained road if Alternative C is chosen as the proposed project.

A8-31

49. The proposed Eagle Rock Military Camp project that also proposes access from Camino San Ignacio Road should be analyzed in the DEIS under cumulative traffic impacts.

A8-32

50. The DEIS/TIA should note that project Alternatives C and D will have cumulative impacts to regional roadways in San Diego County and mitigation must be proposed to alleviate these impacts.

51. The TIA (page 21 in Appendix H) does not clearly state the method/rate used to calculate the estimated trip generation of 986 weekday daily vehicle trips. In the County of San Diego's *Traffic Needs Assessment of Tribal Development Projects in the San Diego Region – April 2003 Update*, 100 daily vehicle trips per 1,000 square feet of gaming area is the regional trip generation rate for Indian casinos in San Diego County. Based on the project's 16,000 square feet of Casino Gaming area (DEIS, Page. 2.23, Table 2-5), the project would have an estimated daily trip generation of 1,600 vehicles.

A8-33

52. An encroachment and construction permit is required for any work done within the County road right of way for Alternatives C and D.

A8-34

### Fire Protection and Emergency Services

53. Delivery of emergency services (fire and emergency medical services) within Alternatives C and D should be consistent with nationally recognized service delivery objectives, including specific time objectives for each major service component (i.e. fire suppression, emergency medical services (EMS), special operations, etc.) (ref. National Fire Protection Association 1710 4.1.2). The Los Coyotes Reservation is within a State Responsibility Area and is therefore protected by CAL FIRE for wildland fires. The Reservation is not within County Service Area 135; however, it is conceivable that the Los Coyotes Reservation could enter into a contractual agreement with the San Diego County Fire Authority for services. This would require a limited waiver of sovereignty.
54. The DEIS identifies in very general terms the need for adequate fire suppression and emergency medical services (EMS) for Alternatives C and D. The document indicates that there will be minimal impact on fire and emergency medical services, and that it will be handled by CalFire Warner Springs station and County Fire Authority Sunshine Summit volunteer station. A Technical Report including a Critical Incident tasking/Staffing analysis should be conducted by a qualified fire expert or fire consultant organization mutually acceptable to the Los Coyotes Band and to the County of San Diego. The report should evaluate building construction, occupant load, access, water supply, defensible space, built in fire protection, exiting, Emergency Medical needs including service and impacts, Fire Suppression, apparatus, personal, training, travel time, aid agreements, and outside contracts. The level of emergency service, fuel management, water supply, etc. for Alternatives C and D must be enhanced in the DEIS. An adequate number of apparatus of the appropriate type, coupled with an adequate number of properly trained personnel located in reasonable proximity to the site will be necessary to keep an incident from progressing beyond the capabilities of the first responding units to control which would endanger civilians and responders alike.
55. Alternative C (and to a lesser extent Alternative D) will provide a significant increase in vehicular travel on the sole access road, with a potential for vehicle fires, wildland fires, vehicle collisions and rescues, and general emergency medical calls.
56. Off-reservation impacts on fire and EMS services could be significant with the increase in number of visitors utilizing the highways. Additional collisions, extrication rescues, emergency medical services, wildland fires and related incidents will occur. The same resources identified in the emergency response travel time discussion above are responders to all of these incidents. Rural fire resources are historically very limited, and will be stretched even further, unless mitigation is provided with fire suppression and EMS apparatus and staffing at the project site.
57. Building construction should be to recognized standards (e.g. California or International Building Code) with inspection services provided by neutral parties independent of the Tribe or developer. Critical building issues include but are not limited to structural integrity, exiting, compartmentalization (smoke and fire isolation), building exterior ignition resistance (Wildland Urban Interface area), fire sprinkler system(s) (life safety/property conservation), standpipe system(s), etc. More specific details of building construction to California Building Code standards should be addressed in the DEIS. All

A8-35

A8-36

A8-37

structures should be constructed with ignition-resistant exterior construction to reduce the potential for ignition by wildfire. It is important that the interior be protected with a commercial fire sprinkler system meeting nationally recognized standards. Fire sprinklers can keep a fire at a manageable level during protracted fire responses typical of the rural County. They also greatly reduce the chance of an interior fire from spreading beyond the structure to adjacent buildings or wildland fuels.

A8-37  
Cont.

58. While fire sprinklers significantly reduce the potential for an interior fire becoming a major incident, fire systems can fail, or are shut down too early. Life-safety issues in assembly occupancy fires are identical in an urban setting (e.g. downtown Los Angeles/San Diego) and in a rural reservation setting. The existing limitations in currently available emergency resources does not change the fire threat to life (civilians and firefighters), which expands exponentially with extended response time.

59. Staffing for emergency operations should be consistent with nationally recognized standards, including adequate on-duty personnel assigned to fire suppression, insuring sufficient staffing within appropriate response levels and response time, and sufficient appropriate apparatus. (NFPA 1710 5.2)

60. Emergency response time from the three nearest fire stations are shown below (Comment 61) calculated per NFPA 11720 A.3.2.1 or Insurance Service Organization emergency travel time formula at 35 Miles Per Hour (MPH) average speed, which is appropriate for emergency response of heavy fire apparatus. The intensity of the casino use under Alternative C makes a greater fire and EMS response appropriate than more typical rural residential fire fighting. The same applies to the campground option under Alternative D, but to a lesser extent. The depth of the response (number of engines, personnel, specialized equipment) must be appropriate to the project. This should be addressed in a revised DEIS.

A8-38

61. Alternatives C and D are clearly in a rural area, where emergency resources are minimally staffed and far-spread. If any engine is out of service or committed to another incident, response times are dramatically increased. Distance and travel time shown here for the nearest three stations is calculated per NFPA 1720 @ 35 MPH average speed unless otherwise noted:

CalFire Warner Springs	6.1 miles	11 minutes
SDCFA Sunshine Summit Volunteers	14.4 miles	25.1 minutes
SDCFA Ranchita Volunteers	17.8 miles	30.3 minutes

62. Fire access is critical to firefighting and other emergency services. Fire access roads meeting operational needs (width, turning radius, support capability, grade, paving, etc.) are essential to the safety of the project and the occupants. Local and state codes establish maximum allowable dead-end length based on intensity of use (County Consolidated Fire Code section 503.1.2; CCR Title 14 section 1273.09).

A8-39

63. Water supply for firefighting should be designed to nationally recognized standards appropriate to the intensity of the use. The firefighting water supply discussion in the DEIS should include expanded analysis in a revised DEIS. Water mains and water

supply (meeting NFPA 24) must be adequate for calculated fireflow (firefighting water demand). Fireflow calculations should be per nationally recognized standards. Hydrant type and locations should be consistent with County Fire Code to be consistent with regional fire operational procedures. Typical spacing is 300 foot intervals along fire access roads (surrounding the casino), plus intersections, cul-de-sacs. Hydrant design for consistency with responding agencies should be standard bronze, with minimum 2 ½" and 4" outlets, National Standard thread.

64. The DEIS does not indicate that fire clearing of vegetation around structures will be completed for Alternatives C and D. Alternatives C and D are in a wildland urban interface area, and is clearly subject to wildfire on a recurring basis. Vegetation on the project site should be controlled to minimize wildfire transmission to structures, or structural fire to wildland. Fuel Management Zones (FMZ) appropriate for calculated flame length of native vegetation should be incorporated into project design and maintained in perpetuity. Landscaping should be appropriate for wildland area (ignition resistant, low fuel) and should be limited to those approved on lists developed or endorsed by fire agencies in the region to be consistent with local climate and fuels. FMZs on fire access roads should be studied in a revised DEIS and be established and maintained around structures and along fire access roads, on Reservation and on the access from Highway 79.

A8-39  
Cont.

65. Page 3.9-9 identifies that the nearest hospital to Alternatives C and D is Palomar Medical Center located in Escondido which is approximately 55 miles from the Los Coyotes site. If an emergency were to occur it could be disastrous given the distance from a hospital on rural winding roads. Employees of the casino or campground must be given emergency response training to ensure that patrons are stabilized in case emergency services are not able to respond quickly enough to a disaster.

A8-40

#### **Agricultural Resources**

66. The DEIS should include a discussion on impacts to off-site agricultural resources from Alternatives C and D. This information should be provided in a DEIS to ensure that the proposed project presents a negligible and not significant impact, to off-site agricultural resources within the County's jurisdiction.

A8-41

67. Page 3.8-8 of the DEIS identifies that Alternatives C and D contain soils that qualify as Prime Farmland or Farmland of Statewide Importance; as a result; the project may result in conversion of these soils and impair the viability of the site for agricultural use. It is recommended that the location of Alternatives C and D be revised to avoid these soils by locating structures and roads on non-Prime Farmland or Farmland of Statewide Importance soils or the least productive agriculture soils.

A8-42

#### **Noise**

68. Additional information is required to determine whether off-site impacts caused by build-out of Alternatives C and D would comply with the County Noise Element and determine whether the proposed impacts would be considered cumulatively significant. The

A8-43

following information should be provided in a revised DFIS to determine off-site noise impacts.

- a. On a figure illustration, identify and label the existing noise sensitive receptors locations along Camino San Ignacio Road in relation to the project site.
- b. Describe what type of noise sensitive receptors are located along Camino San Ignacio Road and the existing Community Noise Equivalent Level sound level conditions.
- c. Determine whether project related traffic would elevate noise levels exceeding the County Noise Element thresholds at these existing noise sensitive receptors on County maintained roads. Additionally, identify whether these existing noise sensitive receptors are exposed to direct and cumulative noise impacts pursuant to the thresholds specified within the County Noise Guidelines.
- d. Substantial increases in traffic volume along Camino San Ignacio Road associated with Alternative C would warrant consideration of road widening. The DEIS should discuss the processes of road widening activities and how the operations of construction equipment would comply with the County Code Noise Ordinance, Section 36.408 and 36.409.

A8-43  
Cont.

#### **Solid Waste/Recycling**

69. The County recommends that the DEIS for Alternatives C and D include the recycling of 90% of all inert material such as concrete and asphalt, and 70% of all other types of debris. It is also recommended that the DEIS incorporate a detailed Waste Management Plan describing how the construction and demolition debris will be handled. Reusing materials on-site or salvaging them for reuse is considered the highest and best use. If this is not possible, it is recommended that the Los Coyotes Band source separate materials on-site to achieve the highest recycling percentages. If source separation is not possible, materials may be sent to be processed at one of the region's mixed Construction and Demolition (C&D) facilities. To best record recycling efforts, it is recommended that a daily log of all materials disposal and recycling be kept on-site. C&D recycling resources, including a sample Waste Management Plan, are available at [www.sdcounty.ca.gov/dpw/recycling/cdhome.html](http://www.sdcounty.ca.gov/dpw/recycling/cdhome.html). A list of construction and demolition recycling facilities is available at [http://www.sdcounty.ca.gov/reusable\\_components/images/dpw/recyclingpdfs/CDGuideEnglish.pdf](http://www.sdcounty.ca.gov/reusable_components/images/dpw/recyclingpdfs/CDGuideEnglish.pdf) and <http://www.sandiego.gov/environmental-services/recycling/pdf/101130certifieddirectory.pdf>

A8-44

#### **Hazardous Materials**

70. Page 3.11-3 of the DEIS states that the Los Coyotes site (Alternatives C and D) was visited in May 2006 for review of hazardous materials. The hazards section of the DEIS should be revised to include current data to ensure that no changes to the Los Coyotes site have occurred since the 2006 site visit.

A8-45

**Cumulative Effects**

71. Page 4.13-31 of the DEIS states that cumulative impacts would not occur due to local projects complying with County of San Diego's ordinances and regulations which reduce impacts to less than significant. However, the County of San Diego does not take into account off-site impacts from non-County lands on reservations and other jurisdictions which impact County facilities when enforcing County policies. As a result, the cumulative analysis is completely inadequate in the DEIS for Alternatives C and D as it should review the impact of these alternatives with all non-County lands such as reservations in addition to County lands. Furthermore, projects on reservations are subject to Federal law which is much less restrictive than State and local law in regards to environmental regulations. As a result, land uses unanticipated by the County's General Plan can have much more extensive impacts than those that were planned for in the County's General Plan.

A8-46

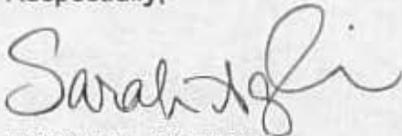
The County appreciates the 75-day comment period and the opportunity to comment on the proposed actions in Alternatives C and D. It is the County's opinion that the DEIS is not adequate as drafted, and that the document should be revised as requested in this comment letter and a second review of the document be undertaken if Alternatives C and D are considered.

While the County appreciates the Los Coyotes Band's efforts for economic development, we must work together to balance environmental preservation and economic development needs. The County opposes the expansion of tribal lands and Indian gaming activities where mitigation for resulting impacts are not sufficiently addressed. It is important that the Los Coyotes Band enter into discussions with the County to lessen impacts to the community relating to traffic and circulation, the environment and public safety, and to mitigate these impacts through a binding agreement.

A8-47

Thank you for the opportunity to comment on this proposed action and for your consideration of the County's concerns. If you have any questions, please contact Teresa Brownyard, Tribal Liaison at (619) 685-2287.

Respectfully,



SARAH E. AGHASSI  
Deputy Chief Administrative Officer

cc:

- Honorable Chairperson Shane Chaparrosa, Los Coyotes Band of Cahuilla and Cupeño Indians
- Honorable Dianne Feinstein, United States Senate
- Honorable Barbara Boxer, United States Senate
- Honorable Darrell Issa, United States House of Representatives
- Supervisor Bill Horn, Fifth Supervisorial District, County of San Diego
- Secretary Ken Salazar, U.S. Department of the Interior
- Assistant Secretary Larry Echo Hawk, Indian Affairs, U.S. Department of the Interior
- Director Michael S. Black, Bureau of Indian Affairs
- Superintendent Robert Eben, Southern California Agency, Bureau of Indian Affairs
- Mr. Jonathan Renner, Legal Affairs Secretary, Office of the Governor
- Mr. Jacob Appelsmith, Senior Advisor to the Governor, State Capitol
- Department of Justice, Office of the Attorney General, Attn. Peter Kaufman
- Mr. Ron Rector, Director of Community and Economic Development, City of Barstow
- Edmund Pert, Regional Manager, California Department of Fish and Game (South Coast Region)
- Karen Goebel, Assistant Field Supervisor, U.S. Fish and Wildlife Service (Carlsbad Office)
- Dan Silver, MD, Executive Director, Endangered Habitats League (EHL)
- Claudia Anzures, Chief Deputy County Counsel
- Richard Haas, Assistant Director, County Department of Planning and Land Use
- Teresa Brownyard, Tribal Liaison, County of San Diego

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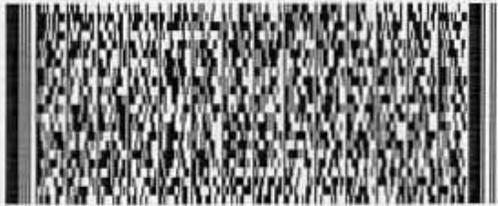
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Comment Letter A9

COUNTY OF SAN BERNARDINO

CHRISTINE KELLY  
Director

*OK ✓*

*DECEMBER 10*

*701 SEP 19 2 20*  
*PACIFIC REGIONAL OFFICE*

September 13, 2011

Amy Dutschke, Regional Director  
Pacific Region Office  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825

RE: Draft Environmental Impact Statement Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project

Dear Ms. Dutschke:

Thank you for providing the County of San Bernardino with the opportunity to review the Draft Environmental Impact Statement (DEIS) Tribal Environmental Impact Report (TEIR) for the Los Coyotes Band of Cahuilla and Cupeño Fee-to-Trust and Casino-Hotel Project. The project proposes to take 23.1± acres in Barstow, California, into Federal trust for the development of Class III gaming facility and hotel.

Since the County of San Bernardino does not have jurisdiction over Los Coyotes Band of Cahuilla and Cupeño Indians trust lands, comments for this review are based on the resources usage, traffic impact or environmental impact within the County unincorporated areas sphere of influence. The County unincorporated area surrounds the proposed Barstow site to the north, east and west. The two alternates, Alternative A and Alternative B, were both reviewed. Alternative C and Alternative D are on the Los Coyotes Indian Reservation located in County of San Diego.

It is our understanding that the Bureau of Indian Affairs (BIA) is the federal agency that is charged with reviewing and approving tribal application to take land into federal trust status. Additionally the Indian Gaming Regulatory Act (IGRA) is being considered along with the trust application which will require the Secretary of the Interior to make a "two-part determination" after consultation with the Tribe and appropriate state and local officials, including officials of other nearby tribes. Furthermore, the Governor of the State of California must concur in the determination before gaming could occur on the trust lands.

Currently, the proposed project sites are located in the incorporated area of the City of Barstow. The County of San Bernardino does not have jurisdiction over the General Plan and Land Use Zoning Designation in which Alternative A and Alternative B are located. According to the Barstow Zoning Ordinance, the site is designated as Visitor-Serving Commercial, which is intended to provide retail and service facilities for persons traveling along nearby highways (City of Barstow, 2009). According to the Barstow General Plan, the following is a complete description of the Visitor-Serving Commercial land use designation: CV - Visitor-Serving Commercial (50% lot coverage, 25-ft maximum building height): This designation corresponds with the Highway Commercial zone classification. It is intended to provide retail and service facilities for persons traveling on I-15, I-40 and State Highway 58. The maximum lot coverage is 50% with a height limitation of 25-feet or two stories (City of Barstow General Plan - Part B, 1997). Barstow's local land use policies would not have jurisdiction over lands taken into federal trust, only federal or Tribal land use regulation would be applicable. The EIS does state however that the, impacts to the community may occur in terms of a federal project's relation to growth and development visions as described in these guidance documents.

A9-1

GREGORY C. DEVEREAUX  
Chief Executive Officer

Board of Supervisors  
BRAD MITZELFELT.....First District      NEIL DERRY .....Third District  
JANICE RUTHERFORD.....Second District      GARY C. OVITT.....Fourth District  
JOSIE GONZALES.....Fifth District

Comment Letter for the Draft EIS/TEIR Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project  
 9/13/2011  
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 Cont.

As stated in the EIS, land use planning and development for the Barstow Alternative A and Alternative B proposed project sites are guided by the City of Barstow General Plan Community Development Element, Lenwood Specific Plan, City of Barstow Zoning Ordinance, and the applicable Redevelopment Plan. The potable water supply would be obtained from Golden State Water Company in both Alternative A and B; along with the wastewater treatment plant would be provided by the City of Barstow. In addition, the Tribe and the City of Barstow have entered into a Municipal Service Agreement (MSA) in which the project development on trust lands *will be in a manner that is consistent with the Barstow Municipal Code and to adopt building standards and codes no less stringent than those adopted by the City.*

The County of San Bernardino Public Works Traffic Division has reviewed the Traffic Study of the Los Coyotes Casino dated May 19, 2010 in the City of Barstow. The review prompted the following comments:

1. For clarity, it should be noted in the Traffic Study regarding the *5.0 Existing Roadway Network*; Lenwood Road is within the County's Jurisdiction and is classified as a Major Highway.
2. Main Street is also within the County's Jurisdiction and is classified as a Major Highway.
3. San Bernardino Associated Governments (SANBAG) is currently working on the Lenwood Grade Separation Project. As part of this project, an addition southbound through lane will be added.
4. The restaurant should be classified as a fast-food restaurant for project trip generation.
5. Mitigation for the Lenwood Grade Separation shall be included in the study.
6. Additionally, mitigation for the Lenwood Bridge over the Mojave River shall be included in the study. The EIS should be updated as well to reflect these additions and request for defined mitigation measures.

A9-2

The San Bernardino County Fire Department has reviewed the EIS and is suggesting that even though this project is in Barstow Fire Protection District (BFPD), if a significant event occurs, BFPD will be relying on mutual aid from the San Bernardino County Fire Department and will be requesting resources, staffing and equipment, to respond to the incident. To provide an adequate level of service, and to reduce the impacts to below significant, County Fire (see attached) would recommend the following additional staffing and equipment needs:

1. Require a staffing upgrade at Hinkley Station 53. Hinkley Station 53 is currently staffed with all part time firefighters, that staffing would need to be upgraded to three full time positions, a Captain, an Engineer and a Fire Fighter/Paramedic.
2. Station 4 is in Helendale and since it already has a full time Captain and Engineer there would only need to be an upgrade of one part time Fire Fighter position to a full time Fire Fighter/Paramedic position.
3. In addition, to assist with keeping the emergency response apparatus in a reliable condition and state of readiness, the proponent should contribute to a vehicle replacement fund for both the Hinkley and the Helendale Stations.

A9-3

This would give San Bernardino County Fire the appropriate personnel to support a mutual aid call from Barstow Fire Protection District to respond to the Casino or Hotel and would reduce the potential adverse environmental impacts to less than significant.

Comment Letter for the Draft EIS/TEIR Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project  
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Finally, the County of San Bernardino Land Use Services has reviewed the project and finds the following:

1. A Water Supply Analysis was not listed in the Appendices or referenced in the EIS/TEIR for the Golden State Water Company or for the Watermaster of the Golden State Water Company, Mojave Water District. In the Municipal Service Agreement (MSA) with the City of Barstow in Section 8, there is not an indication that a Water Supply Analysis has been performed or that it is to be provided in the future.
2. In the 2010 Urban Water Management Plan-Barstow for the Golden State Water Company in the Projected Total Water Demand and SBX7-7 Compliance Projections Table 3-14 through 2035. The total baseline water demand amounts are based on population projections. Projections for commercial projects were not specifically addressed. Since the estimated water demand for Alternative A would be 225.49 acre feet per year, this usage would be substantial and it appears to not be reflected in this projection.
3. Golden State Water Company obtains its water supply for the Barstow system from the Basin's Centro Subarea and its Watermaster is the Mojave Water Agency which regulates the amount of groundwater pumped from the basin through the Mohave Basin, Adjudication, (City of Barstow, et al. vs. City of Adelanto al. (Riverside Superior Court, Case No. 208568, Appendix F.a.) Under the judgment GSWC may produce as much groundwater as is needed to satisfy its customer demands within the Barstow Service Area. The planned water supply for the Barstow System through 2035 does not provide any indication that a large commercial proposed project usage has been incorporated into the planned water supply projections.
4. A Water Supply Analysis was not listed in the Appendices or referenced in the EIS/TEIR for the City of Barstow's Waste Water Treatment Plant. In the Municipal Service Agreement (MSA) with the City of Barstow in Section 7, there is not an indication that there is a Water Supply Analysis or that it is to be provided in the future.
5. A description or reference for landscape water efficiency plan required either by the City of Barstow Municipal Code or the State of California Model Water Efficient Landscape Ordinance, Pursuant to AB 1881 Section 6557, Dec 2010; was not included in the either Alternative A or Alternative B.

A9-4

It should be noted that Alternative B which is the Barstow Reduced Casino-Hotel Complex provides less impact in many categories. The EIS states that under Alternative B, there are no adverse effects related to Topography and Landslides, Expansive Soils, Soil Corrosivity, Seismicity, Liquefaction, Lateral Spreading, Seismically Induced Flooding, Agriculture, Effects to Existing Land uses, or Mineral Resources. The environmental effects associated with Alternative B are less than those of Alternative A regarding traffic congestion, mobile air emissions and traffic related noise effects. Therefore the footprint of Alternative B is smaller than Alternative A, so during construction the traffic impact is less.

A9-5

Since water supply and wastewater are highly regarded areas of concern in reviewing the environmental impact of the proposed projects, the feasibility study comparing Alternative A to Alternative B indicates that the water demand would be approximately 34 percent less for Alternative B, which provides an option for less of an impact to the water resources and wastewater treatment.

Comment Letter for the Draft EIS/TEIR Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project  
9/13/2011  
Page 4 of 4

The Draft EIS/TEIR also states that *Alternative B is the alternative that best meets the purpose and need of the Tribe, as it is the most cost efficient. Additionally, Alternative B would result in fewer environmental effects.* The County would assess that Alternative B definitely has less impact on the environment.

The County commends the Bureau of Indian Affairs (BIA) and the Los Coyotes Band of Cahuilla and Cupeño Indians for an otherwise well prepared document, including a thorough cumulative impacts section. We also commend BIA and the Tribe for the commitment to work cooperatively with and consider input from local agencies on this project.

In conclusion, the County of San Bernardino understands that it does not have jurisdiction over Los Coyotes Band of Cahuilla and Cupeño Indians trust lands if the project is approved for either the Barstow site or the Los Coyotes Indian Reservation site located in the County of San Diego. The County does appreciate the opportunity to comment on water supply issues, the impacts regarding traffic concerns and San Bernardino County Fire Department potential resource needs if either Alternative A or Alternative B is approved for the Barstow site which is in the sphere of influence of the unincorporated area of the County of San Bernardino.

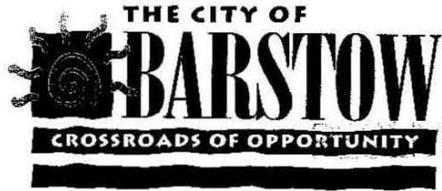
A9-5  
Cont.

Sincerely,



ROBERT A. LEWIS, Planning Director  
Land Use Services Department

cc: David Zook, Chief of Staff, First Supervisorial District  
Gregory C. Devereaux, Chief Executive Officer  
Christine Kelly, Director, Land Use Services Department  
Peter Brierty, County of San Bernardino Fire Marshall  
Granville M. Bowman, Director, Department of Public Works



September 23, 2011

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PACIFIC REGIONAL OFFICE

Reg Dir	awl
Dep Reg Dir	T
Reg Adm Ofcr	
Route	Dec 26
Response Required	NO
Due Date	
Memo	Ltr
Tele	Other

Amy Dutschke, Regional Director  
Pacific Regional Office, Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, California 95825

Telephone: (916) 978-6000  
Fax: (916) 978-6099  
Email: Amy.Dutschke@bia.gov.us

Subject: Comments on the *Draft Environmental Impact Statement / Tribal Environmental Impact Report (DEIS/TEIR), Los Coyotes Band of Cahuilla and Cupeño Indians Fee-To-Trust and Casino Hotel Project.*

I would like to apologize for the lateness of this letter. Unfortunately we had some technical issues and we hope that these comments will be considered.

The City of Barstow has reviewed the *Draft Environmental Impact Statement / Tribal Environmental Impact Report (DEIS/TEIR), Los Coyotes Band of Cahuilla and Cupeño Indians Fee-To-Trust and Casino Hotel Project* documentation pursuant to the National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) regulations (40 CFR Parts 1500-1508), including our authority as a Cooperating Agency (40 CFR Parts 1508.5) for the DEIS/TEIR. We appreciate the fact that the BIA has kept the City apprised of the project, and solicited our comments on an ongoing basis throughout a process that has now lasted over five years. The comprehensiveness of this process has resulted in detailed consideration of a variety of local concerns leading to a potentially beneficial project with minimal adverse environmental effects.

Of the four project alternatives considered in the DEIS/TEIR the City of Barstow has limited its review to Alternative A (expanded casino/hotel) and Alternative B (proposed project, i.e. the preferred alternative,) since Alternatives C and D are outside the City's geographic area of influence.

According to the DEIS/TEIR, Alternative B (proposed project) would not result in any potentially significant adverse environmental impacts that cannot be reduced to below a level of significance. The distinction between Alternatives A (160-room hotel) and Alternative B (100-room hotel) is relatively minor. While Alternative A would require greater traffic mitigation, as well as infrastructure needs, the impacts can also apparently be reduced to below levels of environmental significance.

A10-1

However, we have identified several flaws in the trip generation methodology used in Section 4.7 Transportation/Circulation (see discussion which follows concerning Section 4.0 - Environmental Consequences.) The implications of these flaws on the subject reports conclusions and mitigation are not clear. This necessitates a reevaluation of traffic impact factors to verify that the DEIS/TEIR impact assessment is accurate and that mitigation measures for the proposed project are in fact able to reduce potential impacts to below levels of significance.

A10-2

Over the course of the last five years the project has been reduced in size rather dramatically, i.e. from two hotels, totaling 220 rooms with 97,000 square feet (sf) of gaming, to the currently proposed project evaluated in the DEIS/TEIR of one hotel, totaling 100 rooms with 57,000sf of gaming area. Project evaluations over the years have looked at a number of project scope permutations. The final reduction in project size has greatly reduced potential physical impacts, in particular traffic.

The Los Coyotes Band of Cahuilla and Cupeño Indians (Tribe) has entered into a Municipal Services Agreement (MSA) with the City of Barstow (Barstow) which provides for conformance with the City of Barstow Municipal Code; mitigation of any environmental impact of planned use of the Trust Lands; compensation to the City for public services and utilities to be provided on the Tribe's Trust Lands; and, payment of development and processing fees, (see DEIS/TEIR Appendix D.) The MSA is, to a great extent, based on the "Report on the Barstow Economic Stimulus Initiative" prepared by the City of Barstow Community Development, Economic Development, Finance and Legal staff and presented to the Barstow City Council on September 14, 2005. The 2005 report analyzes the proposed Initiative entitled "Indian Gaming: Preference for Tribes in San Bernardino County." The MSA is intended to ensure that any impacts of the project within Barstow are fully mitigated and is illustrative of the cooperative working relationship between the City and the Tribe.

A10-3

## **COMMENTS ON THE DEIS/TEIS**

The following sections of this letter contain the City's comments on specific sections of the DEIS/TEIS:

### **Executive Summary**

ES-1 through ES-4 (pgs. i – iv):

The environmental process for the subject project has now exceeded five years, with several "stops and starts." The discussion under ES-1 through ES-4 would be clarified by the inclusion of a flow chart to illustrate in a graphic form key project milestones, including document notification, review periods, inclusion of public comments, and publication of documents in a temporal context.

A10-4

Table ES-1 (pgs. v – xlix):

Identify mitigation using the alpha/numeric identifier that they will appear in the project Mitigation Monitoring and Enforcement Program (MMEP) so that individual measures can be easily referenced and tracked for monitoring.

A10-5

For any impacts requiring mitigation, Table ES-1 should clearly indicate the residual level of impact. It should be clearly stated in the table whether the mitigations reduce the impact to a level considered less than significant, or whether the impact remains significant and unavoidable.

A10-6

### Scoping

The scoping process (Scoping Meeting May 4, 2006) for the subject project is reported in a separate Scoping Report published in September 2006. The results of this process are reported in Section 1.0 of the DEIR/TEIS (ES.4 Areas of Controversy, pg iii), as being complete and that no further scoping was needed once the project resumed in 2008. A subsequent revised Notice of Intent (NOI) in the form of a Notice of Correction (NOC) was published on March 27, 2009 and allowed for an additional 30-day public comment period. It is noted that the initial Scoping process addressed projects that are larger than those considered in the subject DEIS/TEIR, although the physical site is the same in both cases: Alternative A was described during Scoping as a 220 room hotel, whereas it has been reduced in the DEIS/TEIR to a 160 room hotel; and, Alternative B was described during Scoping as a 110 room hotel, whereas it has been reduced for the DEIS/TEIR to a 100 room hotel. The scoping process appears to have been adequately noticed, reported and documented.

A10-7

### Section 2.0 – Alternatives

As noted previously, this review is limited to Alternative A and Alternative B (Proposed Project) as these are the alternatives within the Barstow area. It does not consider Alternatives C and D located on the Los Coyotes Band of Cahuilla and Cupeño Indian Reservation in San Diego County. Many of the impacts of Alternatives A and B are similar since both the Alternative A and the Reduced (Proposed Project) Alternative B would result in total development coverage of the project site. While certain impacts would be reduced by Alternative B, the overall order of magnitude of reductions would be relatively minor.

A10-8

The discussion in Section 2.4 needs to clearly indicate for each alternative the impacts that are less than significant without mitigation, the impacts that are significant but can be mitigated to a level considered less than significant, and the impacts that are significant unavoidable impacts.

A10-9

Additional discussion on the relationship between Alternatives A and B would be helpful in understandings why Alternative B is considered the Preferred Alternative, although it is not referred to specifically in the DEIS/TEIR using this terminology.

A10-10

A graphic illustration needs to be provided to show the site, location and potential easements of infrastructure service lines, including water, sewer, gas, electricity and communications that will service Alternatives A and B. We also note that there are no such graphics pertaining to utility service lines found in applicable subsections of Section 4.0 Environmental Consequences.

A10-11

### **Section 3.0 – Affected Environment**

This section describes the existing environment pertaining to the Barstow development site and serves as the basis for the identification of project related environmental consequences contained in Section 4.0.

A10-12

### **Section 4.0 - Environmental Consequences**

A letter dated May 25, 2005 by than Barstow Community Development Director Scott Priester, AICP to Christine Nagle, Senior Associate, Analytical Environmental Services responds to the formal Notice of Preparation (NOP) for the subject project, see Scoping Report September 2006, pgs. 137-139. As this letter articulates specific areas of concern the City of Barstow had pertaining to the initial project, we have used it as a starting point in evaluating the adequacy of the DEIS/TEIS. The Roman numeral headings below correspond with the organization of the Priester letter, while the numeric/page number designations refer to the DEIS/TEIR.

A10-13

(I.) 4.12 Aesthetics (pgs. 4-12-1 to 2): The discussion of the relationship between the proposed project and the guidelines found in the Lenwood Specific Plan (LSP) need to more clearly presented. Specifically, a graphic illustration showing how the project would conform with LSP guidelines, and how the project would be viewed from the nearby Interstate Highway, would greatly improve an understanding of the projects impact. The LSP guidelines are generally intended to minimize, or at least underplay, visibility of urban development. While a multi-story casino/hotel will, due to it's sheer massing, be a prominent feature of the landscape, the LSP guidelines are a useful tool for determining whether the project's aesthetic impacts are less than significant.

A10-14

(III.) 4.3 Air Quality (pgs. 4.3-1 to 7): The DEIS/TEIR evaluates air emissions in accordance with relevant regional guidelines and modeling procedures. However, it does not compare project related emissions in relation to previously anticipated LSP "Transportation-Related Commercial" (TRC) development on the project site. This issue should be addressed.

A10-15

(VIII.) 4.2 Water Resources (pgs. 4.2-1 to 5) and 2.0 Alternatives, Water Supply (pg. 2-11 and pg. 2-18): The DEIS/TEIR quantifies water requirements for the project and recognized the Golden State Water Company (GSWC) is the water purveyor. However, as identified in the Priester letter, the Tribe may need to obtain a formal Water Supply Assessment from the GSWC “to ensure the Project and cumulative development in the Project’s vicinity will be able to be adequately served with a reliable water source, and what upgrades to the existing system will be needed to serve the Project.” The DEIS/TEIS should include a Water Supply Assessment or indicate why such an assessment is not required for the project.

A10-16

(XII. – Population and Housing) 4.6 Socioeconomic Conditions and Environmental Justice (pgs. 4.6 -1 to 19): This Section of the DEIS/TEIR appears to do a comprehensive job of quantifying and evaluating population, housing and related socioeconomic consequences of the proposed project.

A10-17

(XIII. – Public Services and XVI. Utilities and Service Systems – Wastewater and Stormwater) 4.9 Public Services (pgs. 4.9-1 to 7) and 4.2 Water Resources (pgs. 4.2-1 to 5): While the DEIS/TEIR describes potential impacts on utilities and public service systems, as previously mentioned, a graphic illustration(s) needs to be included showing the site, location and potential easements for infrastructure service lines, including water, sewer (wastewater), gas, electricity and communications that will service Alternatives A and B. An illustration showing stormwater collection systems is also needed.

A10-18

(XV. Transportation/Traffic) 4.7 Transportation/Circulation (pgs. 4.7-1 to 16): Hall & Foreman Inc. reviewed the Transportation/Circulation Section of the DEIS/TIER for the Barstow site. The Transportation/Circulation Section was based on a Traffic Study prepared for the project by Linscott, Law & Greenspan, dated May 19, 2010.

The analysis in the Traffic Study identified a reduction of 40% Pass-by Trips for the Casino, and a 20% Pass-by for the restaurant land uses, in the Trip Generation Tables (DEIS/TEIR pages 4.7-5 and 6) for the Alternative A and B projects. The report identifies the description of a pass-by trip as a trip that is already on the I-15 Freeway that patronizes the project. The proper designation of this trip is a “Diverted Link” trip. The pass-by trips would only apply to those vehicles that are directly adjacent to the project site on Lenwood Road. A diverted link trip is a trip that is already on the freeway, leaves the freeway and traverses on the local streets from the freeway to the project site, patronizes the site, and returns to the freeway in the same direction of the original trip. The trip generation table incorrectly uses the pass-by trip as a reduction of the trips added to the local street system. It appears that the Traffic Study accounted for those trips that were incorrectly identified as pass-by trips to the Lenwood Road interchange and Interstate 15 interchange. The DEIS/TIER and Traffic Study documents should clarify the distinction of the pass-by and Diverted Link trips. The Diverted Link trips need to be estimated as a separate trip purpose, and then added to the primary trips for the study intersections on the local street system. A 40% Diverted Link trip for all of the proposed uses would be reasonable.

A10-19

The Traffic Study included an analysis of the Weekday (Mid-day and PM) and Saturday (Mid-day and PM peak) peak hours. Though it is identified in the report that the proposed land use may peak on a Saturday, the existing traffic I-15 Freeway, and the local streets in the Lenwood Road interchange area, peaks on late Friday and Sunday afternoons (PM peak hour). The traffic analysis should consider the analysis of the Friday and Sunday PM peak hours.

A10-20

Tables 4.7-8 and 9, and Table 4.13-10 and 16, should show the Level of Service of the intersection of Lenwood Road and the Project Access Driveway with the proposed traffic signal mitigation.

A10-21

This review was of the Draft EIS/TIER document, and does not include a detailed review of the Traffic Study prepared for the project by Linscott, Law & Greenspan. As a result it is not possible to verify the accuracy of mitigation measures pertaining to potential trip generation. The relationship between potential peak hour trip generation and proposed mitigation in light of our recommended revisions to the project's analysis must be addressed. Additional mitigation to reduce proposed project impacts to below a level of significance may, or may not, be needed.

A10-22

(XVII. Cumulative Effects) 4.13 Cumulative Effects (pgs. 4.13 – 1 to 30): This Section of the DEIS/TEIR appears to present a comprehensive evaluation of cumulative effects.

A10-23

### **Section 5.0 – Mitigation**

Barstow asks that a Mitigation Monitoring and Enforcement Program (MMEP) be developed and included in the Final Environmental Impact Statement (FEIS/FTEIR) and Record of Decision per 40 CFR 1505.2 (c). The MMEP should describe responsible parties for implementation and enforcement for individual and collective measures and identify how the success of mitigation measures will be monitored. To this end it is important that each mitigation measure in Section 5 be given a unique alpha/numeric identifier so that the subject mitigation can be easily identified and thus tracked.

All mitigation measures should be written in a manner that specifies the party responsible for mitigation, and the party responsible for monitoring, timing of the mitigation, as well as the specific mitigation requirements. Use of wording, such as “to the extent feasible,” which reduces the potential effectiveness of the mitigation measures should be deleted.

A10-24

Many of the mitigation measures found in Section 5, while all applicable to the subject project, are generic in nature. Measures when presented in the MMEP should be narrowed to make them specific to the Barstow site; e.g. one Mitigation Measure pertaining to surface water states “major grading activities will be scheduled during the dry season.” The MMEP must specify the time of execution of individual mitigation measures that have a time component, in this case seasonally only during certain

specified months.

A10-24  
Cont.

The DEIS/TEIR indicates that all mitigation is to be in accord with the MSA between the Tribe and Barstow “in a manner that is consistent with the Barstow Municipal Code at the time of any project development,” as well as be in accord with Best Management Practices (BMP). Mitigation in Section 5.0 generally defines BMP for each environmental category. Specific Municipal Code section references should be included for each mitigation measure listed in the MMEP. In addition, we suggest that the following mitigation measure be included in the MMEP:

A10-25

Mitigation Measure: In concert with BMP definitions, all mitigation measures shall be reviewed by appropriate municipal staff in relationship to the Barstow Municipal Code prior to any physical project development. This is to insure inclusion of all applicable Barstow Municipal Code sections as they may relate to individual mitigation measures.

Although the mitigation measures included in the DEIS/TEIS are meant to mitigate potential impacts, relevant levels of significance are not clearly specified. To achieve identified levels of significance, we would request the addition of the following mitigation, which is designed to address any unforeseen impacts or incomplete implementation of mitigation measures:

A10-26

Mitigation Measure: In the event that during the construction or operation of the project, the City of Barstow identifies unmitigated impacts of the project, the City shall notify the Tribe and meet and confer with the Tribe to identify adequate mitigation. Any dispute as to mitigation requirements and responsibility shall be resolved as provided for in the Municipal Service Agreement.

**Section 6.0 Preparers: 7.0 Acronyms and 8.0 References**

These sections appear complete and we have no further comment.

We appreciate the opportunity to review this DEIS/TEISR, and we are available to answer questions you may have regarding our recommendations. When the FEIS/FTEIR is released for public review, please send one copy to the City of Barstow, 220 E. Mountain View St, Suite A, Barstow, CA 92311, attn: Michael Massimini, City Planner. If you have any questions, please contact Michael Massimini, (760) 255-5152 or [mmassimini@barstowca.org](mailto:mmassimini@barstowca.org).

A10-27

Sincerely,

  
Michael Massimini, City Planner  
City of Barstow

# Comment Letter A11

State of California

Business, Transportation and Housing Agency

## Memorandum

*Clear  
9/14/11  
Lyle*



Date: August 23, 2011

To: Inland Division

From: **DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**  
Barstow Area

File No.: 835.11501.13942

Subject: **ENVIRONMENTAL DOCUMENT REVIEW AND RESPONSE**  
SCH# 2006041149

The Barstow Area has reviewed the Environmental Document Review and Response SCH# 2006041149. The proposed project is an Indian Gaming Casino which will be located within an incorporated portion of the City of Barstow. It is anticipated the project will result in increased traffic in the surrounding area.

This project is located near a factory outlet mall, strip malls, and several eating establishments. The area is a routine stop for numerous buses and travelers as an oasis in an otherwise barren desert drive. There are only two ingress/egress points to this new establishment. Lenwood Road is an improved highway consisting of multiple lanes in each direction with adequate traffic signals. Despite planning, the roadway is commonly congested and at times, has traffic backed up onto the northbound Interstate 15 off-ramp at Lenwood Road. The other route to this location is Outlet Center Drive. From Interstate 15, Outlet Center Drive is a small, two lane highway which has a rich history of significant injury collisions.

A11-1

To accommodate the expected increased traffic flow, to provide a safer roadway for travelers, and to minimize expected traffic backup in the area, the Barstow Area strongly recommends Outlet Center Drive receive significant improvements such as a multi-lane roadbed and signage in each direction to encourage travelers to utilize Outlet Center Drive and prevent increased traffic from backing up onto Interstate 15 at Lenwood Road.

Additionally, Area expects increased instances of driving under the influence and traffic collisions as a result of this project. The ability for gamers to gamble locally could result in a routine steadfast of loyal travelers to frequent the area. The symbiotic nature of alcohol usage and gambling would directly result in more intoxicated drivers operating vehicles upon Interstate 15. Based upon the success of this project, additional staffing may be needed to handle the extra incident factor resulting from increased traffic flows.

A11-2



Inland Division  
Page 2  
August 23, 2011

In closing, the Barstow Area is supportive of this project, but only if the increased traffic can be safely addressed and if the increased volume of travelers is factoring into future staffing levels for the Barstow Area.

A11-2  
Cont.

If you have any questions regarding this recommendation, please do not hesitate to contact me at (760) 255-8700.



M. L. MIELKE, Captain  
Commander



California Natural Resources Agency  
DEPARTMENT OF FISH AND GAME  
Inland Deserts Region  
3602 Inland Empire Boulevard, Suite C-220  
Ontario, CA 91764  
[www.dfg.ca.gov](http://www.dfg.ca.gov)

EDMUND G. BROWN, Jr., Governor  
CHARLTON H. BOHMAN, Director



Rec Dir \_\_\_\_\_  
Deputy Dir \_\_\_\_\_  
Deputy Dir \_\_\_\_\_  
Date \_\_\_\_\_  
Route \_\_\_\_\_  
Response Required \_\_\_\_\_  
Due Date \_\_\_\_\_  
Mailing List \_\_\_\_\_  
Fax \_\_\_\_\_  
(PK)

November 30, 2012

Ms. Amy Dutscke, Regional Director  
Bureau of Indian Affairs  
Pacific Regional Office  
2800 Cottage Way  
Sacramento, CA 95825

Subject: Los Coyotes Band of Cahuilla and Cupeno Indians of the  
Los Coyotes Reservation Construction of an Off-reservation  
Gambling Casino in Barstow, California

Dear Ms. Dutscke:

The Department of Fish and Game (Department) has received your letter regarding the Los Coyotes Band of Cahuilla and Cupeno Indian's proposed acquisition of land to construction of an approximately 57,070 square feet of gambling floor, a 100-room hotel, and associate facilities on approximately 23.1 acres on Lenwood Road in the City of Barstow.

The Department is providing comments as the State agency which has the statutory and common law responsibilities with regard to fish and wildlife resources and habitats. California's fish and wildlife resources, including their habitats, are held in trust for the people of the State by the Department (Fish and Game Code §711.7). The Department has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants, and the habitats necessary for biologically sustainable populations of those species (Fish and Game Code §1802). The Department's fish and wildlife management functions are implemented through its administration and enforcement of Fish and Game Code (Fish and Game Code §702). The Department is a trustee agency for fish and wildlife under the California Environmental Quality Act (see CEQA Guidelines, 14 Cal. Code Regs. §15386(a)). The Department is providing these comments in furtherance of these statutory responsibilities, as well as its common law role as trustee for the public's fish and wildlife.

A12-1

Following is a list of species that would need to be surveyed for to determine if the construction and operation of the casino would impact these species: the state and federally listed desert tortoise (*Gopherus agassizii*); state listed Mohave ground squirrel (*Spermophilus mohavensis*), the burrowing owl (*Athene cunicularia*, BUOW), which is a Species of Special Concern and protected under Fish and Game Code Section 3503.5;

A12-2

Ms. Amy Dutscke, Regional Director  
Bureau of Indian Affairs  
November 30, 2012  
Page Two

sharp-shinned hawk (*Accipiter striatus*), prairie falcon (*Falco mexicanus*), ferruginous hawk (*Buteo regalis*), and Cooper's hawk (*Accipiter cooperi*) which are protected under Fish and Game Code Section 3503.5; LeConte's thrasher (*Toxostoma lecontei*) which is a Species of Special Concern; desert kit fox (*Vulpes velox*), which is protected under Title 14, California Code of Regulations, 460 Division 1 Subdivision 2 Chapter 5., and Mojave monkeyflower (*Mimulus mohavensis*).

A12-2  
Cont.

The regional water supply is in an overdraft condition and development of any new project will increase conditions of groundwater overdraft due to new demands. Depending on the amount of water use predicted this could have a significant impact on the environment. The amount of water to be use and its impacts should be considered.

A12-3

Thank you for this opportunity to provide comments prior to the acquisition of this property for development. Questions regarding this letter and further coordination on these issues should be directed to Ms. Rebecca Jones, Environmental Scientist, at (661) 285-5867.

Sincerely,



Kimberly Nicol  
Regional Manager

cc: Ms. Leslie MacNair, Environmental Program Manager  
Department of Fish and Game  
Ontario, CA

Ms. Rebecca Jones, Environmental Scientist  
Department of Fish and Game  
Palmdale, CA



# ***TRIBAL GOVERNMENT LETTERS***

## Lone Pine Paiute-Shoshone Reservation

P.O. Box 747 • 975 Teya Road  
Lone Pine, CA 93545  
(760) 876-1034 FAX (760) 876-8302  
Web Site: [www.lppsr.org](http://www.lppsr.org)

September 2, 2011

Amy Dutschke, Regional Director  
Bureau of Indian Affairs  
Pacific Regional Office  
2800 Cottage Way  
Sacramento, CA 95825

RE: **DEIS Comments, Los Coyotes Band of Cahuilla and Capeno Indians  
Fee-to-Trust and Casino-Hotel Project**

The Lone Pine Paiute-Shoshone Reservation sympathizes with the struggle of the Los Coyotes to improve their impoverished sub-standard conditions and to develop their economy to support their people.

However, there are several small tribes in southern California that are also working to improve the living conditions of their people. The Los Coyotes should not infringe on their ancestral homelands at the expense of these other tribes.

The Los Coyotes were not part of the Treaty of Ruby Valley, ratified by Congress in 1866. This treaty established the ancestral homelands of the Shoshone People, including the Barstow, California area.

We believe the Bureau of Indian Affairs must fulfill their trust responsibility to uphold this treaty and to protect the interests of the Shoshone people. Therefore, the Lone Pine Paiute-Shoshone opposes Alternative A and Alternative B considered in the Draft Environmental Impact Statement.

Respectfully,



Melvin R. Joseph, Chairman  
Lone Pine Paiute-Shoshone Reservation

Cc: LPPSR Officers  
Shane Chapparosa, Los Coyotes Chairman  
Jodi Gillette, Deputy Assistant Secretary, Indian Affairs

T1-1

September 14, 2011

**BY E-MAIL and FEDERAL EXPRESS**

Amy Dutschke, Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825

Re: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project

Dear Director Dutschke:

Please find enclosed the Los Coyotes Band of Cahuilla and Cupeño Indians' (Tribe) comments on the Draft Environmental Impact Statement/Tribal Environmental Impact Report (DEIS/TEIR) for the Tribe's Fee-to-Trust and Casino-Hotel Project in Barstow, California. As you know, the Tribe and BIA are working together to prepare a joint EIS/TEIR pursuant to the requirements of the National Environmental Policy Act (NEPA) and what we expect will be required in the Tribe's and the State of California's Tribal/State Gaming Compact, based on other current Tribal/State compacts. The Tribe is serving as the lead agency for purposes of TEIR compliance, and also is participating as a cooperating agency in BIA's NEPA compliance process.

T2-1

We request that these comments be incorporated into the Administrative Record and addressed as appropriate in the Final EIS/TEIR document. We look forward to working with your staff and providing whatever assistance is necessary in this regard. If you have any questions, please contact me at the above number, or Mark Radoff, local counsel for the Tribe, at (760) 746-8941.

Very truly yours,

  
Suzanne R. Schaeffer

Enclosure

cc: Mark Radoff  
John Rydzik, BIA Pacific Regional Office  
Ryan Lee, AES

# THE LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS

## COMMENTS ON THE DEIS/TEIR FOR THE LOS COYOTES FEE-TO-TRUST AND CASINO-HOTEL PROJECT

SEPTEMBER 13, 2011

The Los Coyotes Band of Cahuilla and Cupeño Indians (the Tribe or Los Coyotes) submit these comments on the July 1, 2011 Draft Environmental Impact Statement and Tribal Environmental Impact Report (DEIS/TEIR), which was jointly prepared pursuant to the National Environmental Policy Act (NEPA) and the expected provisions of the Tribe's gaming compact with the State of California (based on other current State/Tribal compacts), to assess the environmental impacts of the Tribe's proposed fee-to-trust acquisition and casino project on a parcel of land totaling approximately 23.1 acres in the City of Barstow, California. The Bureau of Indian Affairs (BIA) is the lead agency for NEPA compliance, and the Tribe is the lead agency for compliance with the TEIR requirements. The Tribe also is participating as a cooperating agency, together with the City of Barstow, EPA and the National Indian Gaming Commission (NIGC) in BIA's NEPA compliance process. The Tribe requests that these comments be included in the Administrative Record for the project, and be addressed as appropriate in the Final EIS/TEIR.

### GENERAL COMMENTS

At the outset, it is important to note that the proposed federal actions requested by the Tribe (BIA trust acquisition of land in Barstow, issuance of a "two-part determination" under Section 20 of the Indian Gaming Regulatory Act (IGRA) and the possible approval of a gaming management contract by the NIGC), which are described in detail the DEIS/TEIR, are extremely important for the future well being of the Tribe. As described in the DEIS/TEIR, the remote location, excessively steep and rugged terrain and environmental sensitivity of the Reservation have made meaningful economic development there difficult if not impossible, and the Tribe had no alternative but to seek land off-reservation for meaningful economic development opportunities. The Tribe was careful in choosing that land, and made sure to select land that was as far away from other tribes' gaming facilities as possible, to avoid creating any hardships for other tribes. Los Coyotes began working with the City of Barstow in 2002, after the City initially approached the Tribe. After conducting due diligence, both the City and the Tribe concluded that development of an Indian gaming project in Barstow would serve the needs of both economically distressed communities. Therefore, the proposed project serves not only the Tribe's interests, but those of the local community as well.

As described in the DEIS/TEIR, the proposed trust acquisition and casino-hotel project in Barstow will provide the Tribe with a much-needed source of stable revenue that will be used to strengthen and support its Tribal government; fund a variety of social, housing, governmental, administrative, educational, and health and welfare services to improve the quality of life of Tribal members; and provide capital for other economic development and investment opportunities. It will allow the Tribe achieve economic self-sufficiency and achieve Tribal self-determination. The project also will provide employment opportunities for the Tribal and non-Tribal community, including the creation of on-reservation job opportunities and training; fund local government agencies, programs and services; and provide the Barstow community with a wide range of economic benefits, including new jobs with benefits and increased spending and economic opportunities.

In short, the proposed project described in the DEIS/TEIR will have significant benefits for both the Tribe and the City of Barstow, without any unmitigated adverse impacts. The Tribe believes that the DEIS accurately describes the proposed project and alternatives, provides a thorough analysis of potential impacts and discusses appropriate and practicable mitigation. Nevertheless, the Tribe offers the following comments in an effort to ensure that the Final EIS/TEIR will be as complete and accurate as

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possible. The following comments first address certain comments made during the public hearing, and then provide specific comments on the DEIS/TEIR, following that document's organizational structure.

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#### COMMENTS IN RESPONSE TO PUBLIC HEARING

Numerous public comments were offered at the hearing on the DEIS/TEIR, with the overwhelming number demonstrating the strong support of the local community for the proposed project. Although many comments did not go to the merits of the DEIS/TEIR, but rather simply indicated a desire to see either Alternatives A or B ultimately approved, the Tribe believes that the Final EIS/TEIR should incorporate and reflect the views of those in the local community that were focused on the positive economic and other benefits for the City of Barstow. For example, the DEIS/TEIR should incorporate comments from the local community college president that there will be positive local socioeconomic impacts with regard to educational programs that will be offered by the college, and the views of the community hospital president and other local medical professionals that there will be positive impacts upon the health care services available for local residents. One commenter also correctly noted that the proposed project's location on an Interstate freeway would lead to fewer greenhouse gas emissions and traffic concerns than the construction of a facility on the Tribe's reservation, which would require visitors to make a long trip on a two-lane road into the mountains. This comment also should be incorporated and reflected in the Final EIS/TEIR.

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With regard to certain of the comments offered in opposition to the proposed project, specifically those by the Picayune Rancheria of Chukchansi Indians and the Chemehuevi Indian Tribe, the purpose of the public hearing on the DEIS/TEIR is to allow parties to comment on the analysis of environmental and related impacts on the affected community. Here, Picayune is located more than 250 miles and nearly a 5-hour drive away from Barstow, and Chemehuevi is nearly 150 miles away. Their respective comments incorrectly characterize federal Indian gaming policy and reflect the anti-competitive preferences of wealthy gaming tribes, have no relevance or value to the NEPA analysis, and should be disregarded. To the extent that any of their comments do merit response, the Tribe asks that any discussion of the supposed intent of the voters in enacting California's Proposition 1-A in the Final EIS/TEIR reflects that this state law does not and cannot trump federal law. The Tribe also requests that any analysis of the fact that the Tribe's reservation is in a different county than the proposed project make clear that such boundaries are irrelevant to the fee-to-trust and two-part determination analysis under applicable law and regulations. And to the extent that the Final EIS/TEIR examines claims by these tribes that members of Los Coyotes live too far from Barstow and/or would "lose their cultural identity" if they take jobs in that community, the Tribe notes, as indicated in the DEIS/TEIR, that the vast majority (75%) of Los Coyotes Tribal members do not live on the reservation, and further, that the majority of those adult Tribal members living off the reservation in California live within a 70-mile radius to the City of Barstow. Finally, the Tribe wishes to state for the record that it finds these comments both offensive and inappropriate – it is outrageous that other Tribes would presume to tell Los Coyotes what economic development opportunities it should pursue, or how it should seek to meet its objectives of economic self-sufficiency, self-determination, and providing better opportunities for its members. The Los Coyotes Tribal government is entirely capable of making its own decisions regarding the well-being of the Tribe and its members, and fully intends to exercise its sovereign right to engage in the same economic development opportunities that have benefited other tribes like Picayune and Chemehuevi.

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In addition, one commenter noted that a website, [www.loscoyotes.info](http://www.loscoyotes.info), shows a public campground operating on the Los Coyotes reservation which demonstrates that adequate tribal income can be earned from such an activity. The reality is quite the opposite: this website is operated by a third party, the campground has been a business failure, and Alternative D addresses the impacts of a larger, more significant campground project which is estimated to generate very limited revenues that would not provide meaningful economic development sufficient to meet the Tribe's needs. The Final EIS/TEIR should account for the lack of viability of this enterprise. The same commenter also noted that the Eagle Rock Training Center ("ERTC") is currently operating on the Tribe's reservation, again supposedly demonstrating that the Tribe can benefit from economic development without the proposed project. The Tribe asks that the Final EIS/TEIR address the ERTC, which, contrary to the commenter's suggestion, in fact renders Alternatives C and D less viable (and is very likely an incompatible use with those

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Alternatives), demonstrates the lengths to which the Tribe must go to engage in any sort of economic activity on its remote, steep, and virtually undevelopable reservation, and fails to provide adequate revenues or jobs for the Tribe or its members.

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## SPECIFIC COMMENTS

### Executive Summary

This section provides a good, concise summary of the alternatives and impacts. The TEIR Process subsection on page *i*, however, currently contains the inaccurate statement that the Tribe's compact, which it plans to negotiate with the Governor, will "mandate the location within the Tribe's reservation at which the Tribe may operate a Class III gaming facility...." In fact, the Tribe's prior compact with the State (which was not ratified by the legislature) was site-specific for the Barstow site and did not authorize on-reservation gaming, and the Tribe expects that its new compact will contain similar language. Therefore, the language regarding the Tribe's compact should be revised to delete the reference to an on-reservation location, and state simply that the compact will specify the location at which the Tribe may operate a Class III gaming facility.

T2-5

In addition, in Section ES.5, the Summary Matrix, there are several issues that should be addressed. Under the heading "Biological Resources", subheading "Federally Listed Species", the text for Alternative A should say that with the incorporation of recommended mitigation measures, Alternative A (not Alternative B) may affect, but is not likely to adversely affect the desert tortoise. Under the heading "Socioeconomic Conditions and Environmental Justice", subheading "Property Taxes", in addition to the other MSA sections noted, a reference to Section 13 of the Tribe's Municipal Services Agreement with Barstow (MSA) should be included because Section 13 provides for gaming revenue payments to the City to offset the potential impacts to City revenues from the Tribe's land being taken in trust. Under the heading "Cumulative Effects", subheading "Socioeconomic Conditions" the chart indicates that implementation of Alternatives A and B "would result in minimal adverse cumulative effects to socioeconomic conditions." See page *xliv*. This summary conclusion seems inconsistent with the cumulative impacts analysis in Section 4.13, on pages 4.13-15 and 4.13-27, which concludes that "no significant cumulative socioeconomic effects would result" from Alternatives A and B. This inconsistency should be addressed. Finally, under the heading "Indirect Effects", subheading "Cultural Resources", page *xlvii*, the words "would minimal indirect effects" should be deleted from the listed mitigation measure (compliance with Section 106 of the National Historic Preservation Act).

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### Chapter 1.0 Introduction

This chapter provides an overview of the project, the purpose and need for the project, and an outline of the NEPA and TEIR processes. In Section 1.1, Summary of the Proposed Action and EIS Process, the Tribe would recommend revising the language to say that NIGC reviews and approves all gaming management contracts, rather than all "gaming development and management contracts", because development agreements in fact are not subject to NIGC approval. In Subsection 1.1.1, TEIR Process, the text again states that the gaming compact will mandate the location within the Tribe's reservation at which the Tribe may operate a Class III gaming facility. As explained above in the comments on the Executive Summary section, this language should be revised to state that the gaming compact will specify the location at which the Tribe may operate a Class III gaming facility.

T2-9

### Chapter 2.0 Alternatives

This chapter describes the proposed project and project alternatives. In Section 2.2.2, Alternative B – Barstow Reduced Casino-Hotel Complex (Proposed Project), Table 2-3 and the text describing the alternative are inconsistent – the table incorrectly lists 3 service bars and the text mentions 2 service bars – the table should be revised to reflect that there would be 2 service bars.

T2-10

**Chapter 3.0 Affected Environment**

**Section 3.6 Socioeconomic Conditions and Environmental Justice**

This section describes the existing socioeconomic conditions of the Barstow and Los Coyotes sites and surrounding areas. Section 3.6.1 describes the characteristics of the Barstow site/San Bernardino County. The subsection titled "Property Taxes" on page 3.6-3 incorrectly states that the Barstow site is located on "four" San Bernardino County tax parcels (although it correctly lists the three tax parcel numbers comprising the site) – the text should be revised to say "three" tax parcels comprise the Barstow site.

T2-11

**Chapter 4.0 Environmental Consequences**

**Section 4.2 Water Resources**

This section discusses potential impacts on water quality from development of the various alternatives, including drainage issues. Section 4.2.1 discusses impacts from Alternative A (the larger Barstow casino-hotel development alternative), and notes in Table 4.2-1 that the predicted runoff rate for Alternative A for a 10-year and 100-year storm, respectively, would be 81.78 cfs and 133.76 cfs (without detention measures). In Section 4.2.2, which discusses impacts from Alternative B (the reduced Barstow casino-hotel development/proposed project), the predicted runoff rates for Alternative B are 83.5 cfs and 136.8 cfs for a 10-year and 100-year storm, respectively. Although Alternative B would include 150 additional surface-level parking spaces (but no underground parking), the overall square footage of Alternative B is about 116,000 square feet less than that of Alternative A, so it is not clear why the runoff rate would be greater for Alternative B. It might be useful to clarify why that is the case. In addition, the description of Alternative B in Chapter 2 notes that it would have identical drainage features as Alternative A, although "less conveyance and detention capacity would be required." See p. 2-18. This seems somewhat inconsistent with the description of greater runoff rates for Alternative B mentioned in Section 4.2.2.

T2-12

**Section 4.3 Air Quality**

This section discusses potential impacts on air quality from construction and operation of the various alternatives. Section 4.3.1 discusses the methodology for the analysis, and notes that pollutants of concern during construction are nitrogen oxides (NOx), reactive organic gases (ROG), and particulate matter less than 10 microns in diameter (PM-10). PM-10 emissions primarily result from fugitive dust, which is produced during grading activities. Section 4.3.4 discusses impacts from Alternative C, the Los Coyotes Reservation casino, but does not mention that construction of Alternative C would result in the generation of PM-10. Given the relatively arid climate and steep, rugged terrain on the Reservation, as well as the fact that grading of approximately 19 acres of land will be necessary to build a 25,000-foot casino, it is not clear why there would be no PM-10 emissions produced during construction of Alternative C (or during construction of Alternative D, the Los Coyotes Reservation campground discussed in Section 4.3.5). A brief explanation would be useful.

T2-13

**Section 4.6 Socioeconomic Conditions and Environmental Justice**

This section discusses the potential socioeconomic impacts from construction and operation of the various alternatives, which are largely beneficial impacts, as well as environmental justice considerations. In Section 4.6.1, Alternative A – Barstow Casino-Hotel Complex, on page 4.6-2 under the heading "Operation", the second sentence notes the projected revenue and the estimated annual number of patrons (2,285,364), but the word "patrons" was inadvertently left out of the sentence and should be inserted. In the same section, under the heading "Community Impacts", the discussion of impacts to public schools on page 4.6-13 states that Alternative A is estimated to result in the relocation of approximately 167 employees to the San Bernardino County region and references the direct employment impacts analysis for that estimated relocation figure. But the direct employment impacts section does not include that estimate, or at least it does not do so in any obvious way. In fact, the summary of the employment effects section states that construction and operation of Alternative A would

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“generate substantial employment opportunities that would be primarily filled by the available labor force in Barstow and San Bernardino County ... and that given the projected unemployment rate and dynamics of the local labor market, San Bernardino County is anticipated to be able to easily accommodate the increased demand for labor during the operation of Alternative A,” see page 4.6-10 – in other words, the employment analysis seems to suggest that very few if any employees will have to relocate. Thus, it is not clear where the 167 employee relocation figure comes from, and it calls into question whether the impacts to local public schools are overstated. This should be addressed.

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In Section 4.6.3, Alternative C – Los Coyotes Reservation Casino, under the heading of “Substitution Effects” on page 4.6-20, the discussion indicates that the estimated substitution effect of Alternative C would be approximately 22 percent of total projected gaming revenue (about \$1,743,908), but that this would be a negligible portion of total economic activity generated by Alternative C. The following sentence then states that “[t]his impact would be comparable, but to a lesser extent than Alternative A, and would be less than significant.” Given that the estimated substitution effect for Alternative A is 15.4 percent of total projected gaming revenue (approximately \$20,864,893), the conclusion in this sentence seems less than accurate. In percentage terms the impact may be comparable but it is not less; in overall revenue terms it is certainly far less but it is not necessarily comparable. The Tribe suggests that this sentence be revised to make the meaning clearer.

T2-16

Section 4.6.4, Alternative D – Los Coyotes Reservation Campground analyzes the economic and social effects of the on-reservation non-gaming alternative, and raises several issues that should be addressed. First, in the discussion of economic effects, under the heading “Construction”, the first sentence states that this alternative would involve construction of a campground “instead of a casino and hotel”. See page 4.6-25. This sentence suggests, incorrectly, that the on-reservation casino development alternative includes a hotel. The reference to a hotel should be deleted to make clear that the on-reservation casino alternative involves development only of a casino.

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Second, under the heading “Operation” in the discussion of substitution effects, the fourth sentence appears to be intended to make the point that the potential substitution effects of Alternative D are speculative or difficult to estimate, but the wording is very unclear and this sentence needs to be revised to clarify its meaning. Third and finally, in the discussion of employment impacts, under the heading “Operation”, the paragraph incorrectly refers twice to Table 4.6-4, which addresses construction impacts, not operation impacts – the references should be to Table 4.6-6.

T2-18

#### Section 4.9 Public Services

Section 4.9.1 discusses impacts to public services that would result from the development of Alternative A, the Barstow Hotel-Casino Complex. On page 4.9-2, in the discussion of wastewater service, the analysis notes correctly that the Tribe would pay for the cost of any needed sewer infrastructure to serve the project. The Tribe suggests that this sentence should refer to Section 7 of the Tribe’s MSA with the City of Barstow, in which the Tribe agrees to pay for sewer infrastructure. This same reference to Section 7 of the MSA should also be included in the discussion of sewer infrastructure and the Tribe’s payment for the cost in Section 4.9.2, Alternative B – Barstow Reduced Casino-Hotel Complex, on page 4.9-5. Also in Section 4.9.2, under the heading of fire protection and emergency medical services, the discussion should include references to the Tribe’s commitment, as provided in the MSA, to pay one half of the actual costs of training fire personnel if the hotel/casino structure exceeds four stories, and to dedicate or arrange for dedication of two acres of non-federal land near the project site for fire or police station use.

T2-19

In Section 4.9.3, which analyzes the service impacts from Alternative C, the on-reservation casino, under the heading of “Law Enforcement Services”, the discussion states that “additional demands to law enforcement would not be offset by property tax or development fees and thus the Tribe should compensate the Department based on the level of service needed.” It is not clear from the analysis what the basis for this conclusion is, and while the Tribe would be willing to negotiate an agreement for appropriate compensation based on the services provided (as noted later in the text), it is not appropriate to make this kind of blanket recommendation about what the Tribe’s compensation should be in a NEPA document, and it should be removed.

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Section 4.13 Cumulative Impacts

Section 4.13 does a thorough job analyzing the potential cumulative impacts that could result from implementation of the alternatives. Cumulative impacts are effects to the environment resulting from the incremental effect of the proposed action when added to other past, present and reasonably foreseeable future actions.

T2-21

Section 4.13.2 addresses incremental effects of Alternative A on resources that could occur in conjunction with other actions or projects. Under the heading "Land Use" (page 4.13-19), the discussion states that Alternative A (Barstow Casino-Hotel Complex), would not be subject to local land use policies, but would not disrupt or otherwise conflict with neighboring land uses and would not have adverse cumulative effects on land use planning. One of the reasons for this is that the Tribe has agreed to develop tribal projects on the trust land in a manner consistent with the Barstow Municipal Code pursuant to its MSA with the City. The Tribe recommends that the MSA be mentioned in this discussion of cumulative land use impacts so that the analysis is more complete and better supported. In addition, under the heading "Municipal Services", subheading "Fire Protection and Emergency Services" (page 4.13-20), the discussion should note that under the MSA the Tribe has committed to pay one half of the actual costs of training fire personnel if the hotel/casino structure exceeds four stories, in addition to the other fire protection/emergency services obligations under the MSA that already are mentioned.

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Section 4.13.3 addresses the potential cumulative effects of Alternative B, the reduced Barstow Casino-Hotel Complex. Under the heading "Climate Change", subheading "Strategies and Emission Estimates", the smaller project during operations would be expected to emit approximately 36,209 tons per year of CO2 from mobile and area sources. In Section 4.13.2 above, the CO2 emissions from Alternative A were estimated to be approximately 36,315 tons per year. Given the reduced size and reduced number of trips generated by Alternative B, this estimated CO2 emissions figure seems high, particularly in relation to the figure for Alternative A. Further, when comparing the charts showing estimated operational greenhouse gas emissions for Alternatives A (Table 4.13-5) and B (Table 4.13-14), the chart for Alternative B shows a higher tons per year of CO2 emissions for mobile sources (35,780) than the chart for Alternative A (35,686). The Alternative A chart also shows fewer miles traveled, less methane and nitrous oxide emissions from mobile sources, and less total carbon dioxide equivalent emissions from mobile sources than does the chart for Alternative B. These figures do not seem to be correct, given that Alternative B is a reduced development with a smaller gaming floor, fewer hotel rooms, less parking, and is expected to generate fewer trips/visits. The Tribe requests that these figures be examined for accuracy and the cumulative climate change analysis be revisited before the Final EIS/TEIR is produced.

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Also in Section 4.13.3, under the heading "Land Use", the Tribe again recommends that the discussion mention the MSA and the Tribe's commitment to develop tribal projects on the trust land in a manner consistent with the Barstow Municipal Code, so that the cumulative land use analysis is more complete and better supported.

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In Section 4.13.4, which analyzes cumulative impacts resulting from development of Alternative C, the Los Coyotes Reservation Casino, the terminology "potentially cumulatively considerable adverse effects" appears for the first time in the cumulative impacts analysis. The Tribe is concerned that this language is confusing and not helpful, as its meaning is not explained nor is it clear what the term "considerable" adds to the analysis. It also is not clear why this particular terminology is used only in Section 4.13.4. This language should be removed or revised to be consistent with the other terminology in Section 4.13.

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In addition, Section 4.13.4 purports to analyze the potential cumulative impacts of Alternative C in relation to potential development on or in the vicinity of the Los Coyotes Reservation, but it does not discuss or list any such planned development on or in the vicinity of the Reservation. The absence of any specific planned development makes it difficult to present a meaningful analysis of cumulative impacts, and the Tribe suggests that this issue be examined and addressed in this Section. The Tribe is willing to provide information about planned development on the Reservation as necessary. This same comment

T2-26

applies to the analysis in Section 4.13.5, which addresses cumulative impacts for Alternative D, the Los Coyotes Reservation Campground. Finally, at the bottom of page 4.13-30, the text incorrectly refers to the "Rancheria" rather than the Reservation, which should be corrected.

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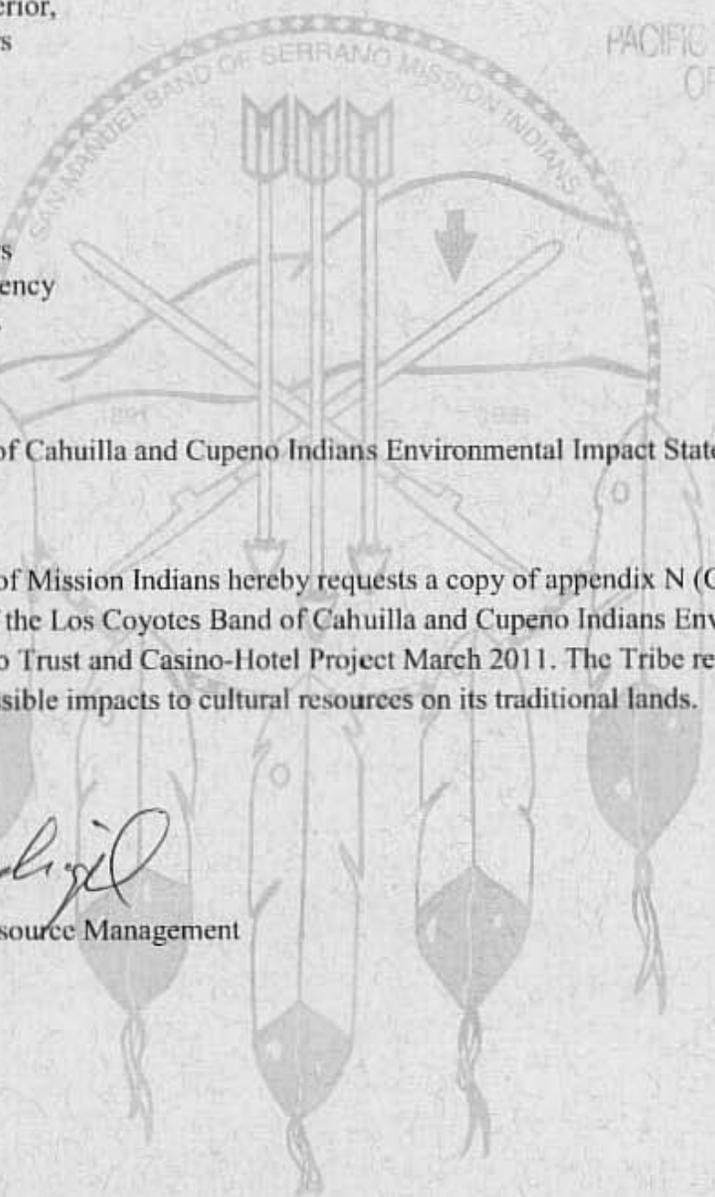
*San Manuel Band of Mission Indians*

July 25, 2011

U.S. Department of Interior,  
Bureau of Indian Affairs  
Pacific Region,  
2800 Cottage Way,  
Room W-2820  
Sacramento, CA 95825

RECEIVED BIA  
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PACIFIC REGIONAL  
OFFICE

Bureau of Indian Affairs  
Southern California Agency  
1451 Research Park Dr.  
Riverside CA 92507  
Via Fax 951 276 6641



Re: Los Coyotes Band of Cahuilla and Cupeno Indians Environmental Impact Statement

Gentlepersons:

The San Manuel Band of Mission Indians hereby requests a copy of appendix N (Cultural Resource Appendix) of the Los Coyotes Band of Cahuilla and Cupeno Indians Environmental Impact Statement Fee to Trust and Casino-Hotel Project March 2011. The Tribe remains concerned with any possible impacts to cultural resources on its traditional lands.

T3-1

Sincerely,  
*Anthony Madrigal*  
Anthony Madrigal  
Director of Cultural Resource Management

*San Manuel Band of Mission Indians*

September 15, 2011

Amy Dutschke, Regional Director  
Pacific Regional Office - Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, California 95825

**Re: San Manuel Band of Mission Indians Comments to Draft Environmental Impact Statement for the Proposed Los Coyotes Band of Cahuilla and Cupeño Indians' 23-Acre Fee-to-Trust Transfer and Casino-Hotel Project, City of Barstow, San Bernardino County, CA**

Dear Ms. Dutschke,

The Comments document mailed and faxed to your attention September 14, 2011 contained a clerical error that has been corrected in the attached. I have included correspondence with Mr. John Rydzik for your reference.

T4-1

Sincerely,

*Patti Putnam*  
Patti Putnam

cc: Mr. John Rydzik, Bureau of Indian Affairs

**Patti Putnam**

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**From:** Patti Putnam  
**Sent:** Thursday, September 15, 2011 4:04 PM  
**To:** 'Rydzik, John'  
**Subject:** RE: San Manuel Band of Mission Indians - Comments to the Draft Environmental Impact Statement for the Proposed Los Coyotes Band of Cahuilla and Cupeno Indians' 23-Acre Fee-to-Trust Transfer and Casino-Hotel Project, City of Barstow, San Bernardino County, San Manuel Comments to EIS for Proposed Los Coyotes Fee-to-Trust Transfer and Hotel-Casino Project Barstow 09.14.11.ClericalEdit09.15.11pdf.pdf

**Attachments:**

Dear Mr. Rydzik,

Thank you for agreeing to accept the clerical revision I spoke with you about this morning. I have attached the full document and for easy reference call your attention to the insertion of the following citation and language that had been missing from page 3, paragraph 1:

\*[[Cal. Pub. Res. Code §§ 5097.94(a) & 5097.96). There are approximately 30 sites within the] historic lands of the greater Serrano Indian Nation that are identified as sacred to the Tribe, including sites within the Barstow area. These sites are listed in the NAHC sacred lands file.

Your consideration is greatly appreciated. I will forward the replacement document to the attention of Ms. Amy Dutschke as well as other copied recipients and again, respectfully ask that you confirm receipt at your earliest convenience.

Sincerely,  
Patti Putnam  
Senior Executive Administrator  
San Manuel Band of Mission Indians  
(909) 864-8933, ext. 3090

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**From:** Rydzik, John [<mailto:John.Rydzik@bia.gov>]  
**Sent:** Thursday, September 15, 2011 6:41 AM  
**To:** Patti Putnam  
**Subject:** RE: San Manuel Band of Mission Indians - Comments to the Draft Environmental Impact Statement for the Proposed Los Coyotes Band of Cahuilla and Cupeno Indians' 23-Acre Fee-to-Trust Transfer and Casino-Hotel Project, City of Barstow, San Bernardino County,

Thank you for your comments.

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**From:** Patti Putnam [<mailto:PPutnam@SanManuel-NSN.Gov>]  
**Sent:** Wednesday, September 14, 2011 2:40 PM  
**To:** Rydzik, John  
**Subject:** San Manuel Band of Mission Indians - Comments to the Draft Environmental Impact Statement for the Proposed Los Coyotes Band of Cahuilla and Cupeno Indians' 23-Acre Fee-to-Trust Transfer and Casino-Hotel Project, City of Barstow, San Bernardino County, CA.

Dear Mr. Rydzik,

The attached is submitted on behalf of San Manuel Band of Mission Indians as the Tribe's formal comments to the Draft Environmental Impact Statement for the Proposed Los Coyotes Band of Cahuilla and Cupeno Indians' 23-Acre Fee-to-Trust Transfer and Casino-Hotel Project, City of Barstow, San Bernardino County, CA.

A paper copy has also been mailed this date to Amy Dutschke, Regional Director – Pacific Regional Office of the Bureau of Indian Affairs.

Please contact us should you have comments or require anything additional relative to this comment process.

I respectfully ask for your confirmation of receipt at your earliest convenience.

Very truly yours,  
Patti Putnam  
Senior Executive Administrator  
San Manuel Band of Mission Indians  
(909) 864-8933, ext. 3090

T4-1  
Cont.

# *San Manuel Band of Mission Indians*

Via Email to: [John.Rydzik@bia.gov](mailto:John.Rydzik@bia.gov)

September 14, 2011 (clerical edit 09/15/11\*)

Amy Dutschke, Regional Director  
Pacific Regional Office - Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, California 95825

**Re: San Manuel Band of Mission Indians Comments to Draft Environmental Impact Statement for the Proposed Los Coyotes Band of Cahuilla and Cupeño Indians' 23-Acre Fee-to-Trust Transfer and Casino-Hotel Project, City of Barstow, San Bernardino County, CA**

Dear Ms. Dutschke:

The San Manuel Band of Mission Indians, a federally recognized tribe (Tribe), urges the Bureau of Indian Affairs (BIA) to reject the application to acquire lands into trust for a proposed casino project for reasons that are presented through these comments on the Draft Environmental Impact Statement (DEIS) and the Tribal Environmental Impact Report (TEIR) in regard to the pending fee to trust application for a Casino Hotel Project of the Los Coyotes Band of Cahuilla-Cupeño Indians (Project) proposed for Barstow, California. The Tribe also urges you to specifically find that the land for this proposed Project is located within the Tribe's ancestral and historical territory, and that the Los Coyotes Band of Cahuilla-Cupeño Indians (Los Coyotes), located in San Diego County more than 120 miles away from the Project site, does not possess modern and historical connections to Barstow. Moreover, the DEIS and TEIR do not meet the standards set forth by the National Environmental Policy Act (NEPA) because they fail to adequately address the Project's impacts on Serrano cultural resources, on sensitive wildlife species and on environmental elements.

The Bureau of Indians Affairs is required under federal law to comply with NEPA when reviewing an application to take land into trust. The BIA cannot comply with NEPA when the applicant tribe fails to provide sufficient information and analysis on environmental impacts. Where, as here, the environmental documents provide an inaccurate and insufficient analysis, the BIA's obligations under NEPA are not met, and the application process cannot continue. The Tribe respectfully requests a finding that the DEIS and TEIR do not give the BIA the information required to comply with NEPA.

The Tribe's position is consistent with recent decisions by the Department of the Interior. On September 2, 2011, Assistant Secretary for Indian Affairs Larry Echo Hawk rejected two (2) lands-into-trust applications for off-reservation Indian gaming citing lack of modern and historical connections to the proposed gaming sites by the petitioning tribes. Additionally, the Assistant Secretary rejected the two applications because the proposed sites were more than 100 miles from the existing reservations of the petitioning tribes.

To be clear, while the Tribe fully supports efforts by Indian tribes to reacquire their aboriginal lands to the greatest extent possible, we cannot support tribes encroaching into the aboriginal territories of other tribes to create brand new reservations for any purpose, including gaming.

T4-2

**The Proposed Los Coyotes Casino Sites Are within the Historic Territories of the Serrano Indians.**

The Tribe's historical ties to the Project area are extensively documented through contemporary, historical and archaeological records. The San Manuel Band of Mission Indians is a tribe of Serrano Indians with its reservation located in San Bernardino County. The people of San Manuel call themselves the *Yuhaviatam*, which means "People of the Pines". The Yuhaviatam are one of several bands of the greater Serrano Indian Nation. The aboriginal lands of the greater Serrano Indian Nation consist of a large, historically-established geography that stretches from east of Los Angeles to Twenty-nine Palms and north of Barstow to the San Bernardino Valley (see attached maps.) This aboriginal area includes most of present-day San Bernardino County in southern California, which is the largest land-based county in the U.S., encompassing more than 20,000 square miles.

The proposed Project at Barstow is located well within the traditional lands originally inhabited by the Serrano people. These lands continue to possess cultural significance to the Tribe, and it continues to maintain strong connections with its traditional lands and important cultural sites and places within these lands, which are central to the Tribe's culture, history and identity. The Tribe maintains an active cultural resource management program that endeavors to preserve these lands, such as involvement in city and county general plan amendments, consultation with the Federal Railroad Administration regarding the proposed Desert Xpress project and consultation with the United States Department of Agriculture, San Bernardino National Forest regarding the Burlington Northern Santa Fe Railroad Third Track project. These efforts are a matter of public record and demonstrate the Tribe's ongoing commitment to preserving the cultural integrity of its ancestral territory.

T4-3

The Native American Heritage Commission (NAHC), a state agency of California, is empowered by state law to designate a Most Likely Descendent (MLD) on the inadvertent discovery of unidentified Native American human remains on state or private land. (Cal. Pub. Res. Code § 5097.98) Over the past 10 years, the NAHC has designated the Tribe as the MLD on discovery of remains within the traditional lands of the greater Serrano Indian Nation, including four discoveries made on private lands within the Tribe's historic lands near Barstow along the Mojave River bed. The remains were repatriated to the Tribe for their proper disposition.

The NAHC also maintains a sacred lands file which is a partial list of sites that are deemed sacred by Native American tribes. According to the NAHC, a sacred site is defined as:

[A] geophysical location, geographical area or feature identified as sacred by a California Native American tribe by virtue of its historical, cultural, spiritual, religious, or ceremonial use by that tribe. Sacred sites are considered sacrosanct to a tribe and are integral to a tribe's continued existence as a people. Evidence to demonstrate a site's nature may consist of site recordings, such as listing on the Native American Heritage Commission's Sacred Lands File or the California Historic Records Inventory System, ethnohistoric literature, oral histories, cultural resource reports, museum inventories, archaeological research or anthropological investigations.

historic lands of the greater Serrano Indian Nation that are identified as sacred to the Tribe, including sites within the Barstow area. These sites are listed in the NAHC sacred lands file.

Repatriation of human remains to the Tribe under the rules of the relevant state and federal government authorities further demonstrates direct aboriginal connections between the Tribe and areas that include the proposed casino Project site. Conversely, the Los Coyotes Band of Cahuilla and Cupeño Indians demonstrate no such ties to the Project site, and the DEIS and TEIR fail to sufficiently address the Tribe's cultural and historical ties to the area.

T4-3  
Cont.

**The Draft Environmental Impact Statement and the Tribal Environmental Impact Report Neither Accurately Nor Adequately Discuss the Proposed Project Cultural Setting, and Do Not Adequately Address Potential Impacts on Environmental and Cultural Resources as required by National Environmental Policy Act.**

Without sufficient environmental documents, the BIA cannot satisfy its duty to comply with NEPA, which requires consideration of potential effects on the natural and physical environment and the relationship of people with the environment. (40 C.F.R. § 1500.1.) Congress enacted NEPA "to declare a national policy which will encourage productive and enjoyable harmony between man and his environment; to promote efforts which will prevent or eliminate damage to the environment and biosphere and stimulate the health and welfare of man; and to enrich the understanding of the ecological systems and natural resources important to the Nation." (42 U.S.C. § 4321.) To accomplish these purposes, NEPA requires all agencies of the federal government to prepare a detailed statement that discusses the environmental impacts of, and reasonable alternatives to, all "major Federal actions significantly affecting the quality of the human environment," in an Environmental Impact Statement (EIS). (42 U.S.C. § 4332(2).) The EIS must "provide full and fair discussion of significant environmental impacts and shall inform decision-makers and the public of the reasonable alternatives which would avoid or minimize adverse impacts or enhance the quality of the human environment." (40 C.F.R. § 1502.1.) This discussion must include an analysis of "direct effects," which are "caused by the action and occur at the same time and place, as well as "indirect effects which. . . are later in time or farther removed in distance, but are still reasonably foreseeable." (40 C.F.R. § 1508.8.) An EIS must also consider the cumulative impacts of the proposed federal agency action together with past, present and reasonably foreseeable future actions, including all federal and non-federal activities. (40 C.F.R. § 1508.7.) Furthermore, an EIS must "rigorously explore and objectively evaluate all reasonable alternatives" to the proposed project. (40 C.F.R. § 1502.14(a).)

T4-4

NEPA's implementing regulations firmly establish that "procedures must ensure that environmental information is available to public officials and citizens before decisions are made and before actions are taken. The information must be of high quality." Essential information includes "[a]ccurate scientific analysis, expert agency comments, and public scrutiny." (40 C.F.R. § 1501.1.)

The DEIS falls short on all counts. It omits consideration of significant information bearing on the cultural environment of the Barstow area described in more recent works by ethnographers, which identify important information on the natural and cultural resources of the area, the early inhabitants of the area and the relationship of the people to the environment. The ethnographic information considered in the DEIS/TEIR is from 1925-1937—not only is it out of date, but it cannot reasonably be considered complete. More recent scholarship and ethnographic information discuss important cultural sites and cultural settings, and are readily available to

industry professionals—including those working for Los Coyotes—in published and unpublished articles and reports.

The ethnographic information describing the *Vanyume* of the Barstow area as a distinct politically autonomous group relies on early less informed ethnographers (from 1925 and 1937), that have been challenged by more recent and extensive scholarship by David Earle, Michael Lerch and Chester King, all of whom have indicated that the *Vanyume* were desert clans of the Serrano rather than a separate people. Recent scholarship by Chester King based on mission records shows strong political, marriage and kinship ties between the Serrano valley/mountain clans and the *Serrano-Vanyume* desert clans in the Barstow area (King 2007). Archaeological data, historical texts, and ethnographic research all have contributed to our knowledge of where the major *Serrano-Vanyume* habitation sites were located along the Mojave River.

We know the *Serrano-Vanyume* lived in mountainous areas during the summer and traveled to lower elevations, including the desert, when the snows arrived; although they had semi-permanent villages, they traveled to obtain food and other resources on a seasonal basis, making temporary camps at springs, in rock shelters, along seasonal drainages, and wherever plant and animal resources occurred. Numerous trails and trail segments across the desert landscape are faint traces of their travels. *Serrano-Vanyume* settlements of various time periods, from about 5000 years ago to the mid-19th century, have been identified along the Mojave River in the Summit Valley, at Hesperia, Apple Valley, Victorville, Barstow, in Afton Canyon, and the Cronise Lakes basin. Archaeological sites attest to earlier and later seasonal presence of humans around lake playas such as Soda, Silver, Troy, Harper and Coyote playas, as well as at springs, rock-art sites, and sources of tool stone, ornamental stone and shell ornaments. The Serrano people have called this area home for millennia.

T4-4  
Cont.

The DEIS presents no discussion or consideration of the publications or site records of Gerald Smith, the foremost investigator for the Mojave River drainage from the 1940s to 1950s, whose work is readily available in a published volume at the San Bernardino County Museum. Again, this critical information not only identifies the Serrano people as the area's historical and cultural inhabitants, it also demonstrates the measure of analysis the DEIS has failed to consider regarding the presence of and potential impacts to cultural resources.

The DEIS presents an inadequate and incomplete discussion of the cultural setting in prehistory and the natural environment. For example, it indicates evidence of the Gypsum period is not very visible in the area. Newberry Cave a very significant Gypsum site that is not discussed or considered. (*See* Davis and Smith 1995). Sites in Summit Valley and Cronese Lakes investigated by four industry professionals are conspicuously absent from the DEIS. (*See* Sutton, Schneider, DeBarros and York (Drover 1979; Rector et al. 1983; Sutton et al 1993 Sutton and Schneider 1996; DeBarros 2004; Schneider 1989.) The DEIS also omitted pertinent research on the Harvard Hill and Mojave River area Newberry Cave. (*See* McKenna et al. 2005.) These and other current materials address the Gypsum period in the region and present ethnographic overview information and archaeological information on the cultural resources of the Mojave River region. The Tribe maintains that the BIA cannot comply with NEPA by relying on a deficient environmental document.

The DEIS also failed to discuss or consider an important metate quarry located at Elephant Mountain in Barstow, which was the source of milling tools for many of the Serrano

sites in the area and the Great Basin. The quarry has been described in the Journal of California and Great Basin and in works by Schneider, Lerch and Smith (*See* Schneider et al. 1995). This area is no secret; there are petroglyphs located in the area and the site is described in early historical documents.

The Sidewinder Archeological Quarry District is omitted from any discussion in the body of the report although it is referenced as eligible for listing in the National Register and listed as in the vicinity of the project in Appendix "N" per information from the San Bernardino County, Archaeological Information Center (AIC). The quarry district is near the Project and was an area of intensive prehistoric lithic-resource procurement activities and an important stone tool source of high quality chalcedony and consists of 43 individual sites. (*See* Lerch et al 2009.)

T4-4  
Cont.

The Tribe believes the absence of critical, compelling information demonstrates that the DEIS has not assembled enough accurate, detailed, and up-to-date information to allow a determination of effects on the cultural environment and must be rejected for failure to address these deficiencies.

**The Cumulative Impacts Analysis Contains Insufficient Information Regarding Effects on Sensitive Wildlife.**

A discussion of the cumulative environmental effects of a proposed action is an essential part of the environmental review process; otherwise the agency cannot evaluate the combined environmental effect of related action. Cumulative impacts can result from individually minor but collectively significant actions taking place over a period of time. Under NEPA, an EIS must provide a sufficiently detailed catalogue of past, present, and reasonably foreseeable future projects, and provide an adequate analysis of how these projects, in conjunction with the proposed action are thought to have impacted or are expected to impact the environment. See Muckleshoot Indian Tribe v. United States Forest Service 177 F.3d 800, 810 (9th Cir. 1999) (per curiam) (quoting 40 C.F.R § 1508.7). In addition to an adequate cataloging of past projects, NEPA also requires a discussion of consequences of those projects. The DEIS has failed to properly address NEPA's mandate.

The DEIS lists special status threatened species as desert tortoise, Barstow woolly sunflower, burrowing owl, creamy blazing star, Le Conte's thrasher, Mojave ground squirrel, Mojave tui chub, Mojave monkeyflower and prairie falcon (DEIS 3.4-9, 3.4-10). Of particular concern are any cumulative impacts from the instant project on the desert tortoise, which is considered a cultural resource by many Native people, including the Tribe. In this regard, the concern goes to the cumulative effects of this project when considered in conjunction with several large renewable energy projects within the geographic scope of the Barstow area which contains that of desert tortoise habitat.

T4-5

The Abengoa/Mojave project is a large scale solar project under construction northwest of Barstow. The Calico Solar project east of Barstow is another large scale solar project that will begin construction at end of 2011. Both projects have significant impacts on the desert tortoise and its habitat. The DEIS fails to provide an adequate analysis of how these related projects, in conjunction with the proposed action, are expected to impact the tortoise and other species as well as the environment and how this will be mitigated to an acceptable level. These projects and their potential cumulative effects of these projects are mentioned nowhere. Considered in the

context of these already permitted large energy projects in the region, as well as the impacts to nearby Interstate 15, the cumulative impacts of the current Project can be significant.

T4-5  
Cont.

The DEIS has not assembled enough information and performed the requisite analysis to determine the level of cumulative impacts to habitats, species and ecosystems. As a thorough cumulative impact analysis is required for the public and the agencies to make an informed decision regarding the consequences of a proposed action, the DEIS is deficient and must be revised to thoroughly examine these deficiencies.

**Conclusion**

The protection of aboriginal lands by Indian tribes across the country is fundamentally important to the future of Indian Country, not only to preserve cultural ties to those lands, but also to preserve the cultural resources located within those lands. The Tribe will continue to vigorously oppose the creation of brand new reservations on our aboriginal lands by a Native American tribe that cannot demonstrate its connections through contemporary, historical or cultural records. As the trustee for all Native American tribes and Native people, the Department of Interior must exercise its authorities to preserve the cultural and historical integrity of tribal nations and reject off-reservation proposals—whether for gaming or not—that encroach on the aboriginal lands of other tribes.

T4-6

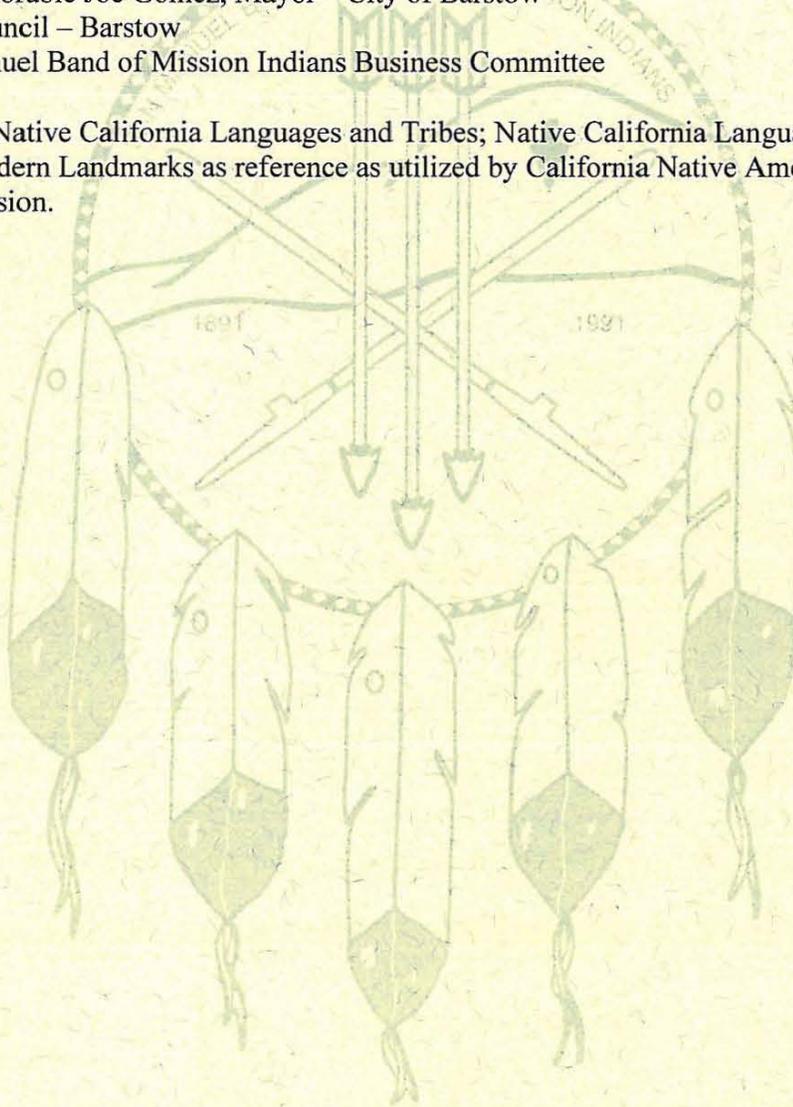
For the foregoing reasons, the Tribe urges you to reject the fee to trust application for the Los Coyotes Band of Cahuilla and Cupeño Indians, and to find that the Project DEIS and TEIR fail to provide sufficient information to enable the BIA to comply with the National Environmental Policy Act. Thank you for the opportunity to submit these comments on behalf of the San Manuel Band of Mission Indians. Please contact me if you have questions.

Sincerely,

SAN MANUEL BAND OF MISSION INDIANS

James C. Ramos, MBA  
Chairman

- cc: John Rydzik, Bureau of Indian Affairs, Pacific Regional Office - Sacramento, CA  
The Honorable Jerry Brown, Governor of California  
The Honorable Dianne Feinstein, Senator for California  
The Honorable Barbara Boxer, Senator for California  
The Honorable Jerry Lewis, Congressman for California  
The Honorable Joe Gomez, Mayor – City of Barstow  
City Council – Barstow  
San Manuel Band of Mission Indians Business Committee
- /att. Maps – Native California Languages and Tribes; Native California Languages and Tribes with Modern Landmarks as reference as utilized by California Native American Heritage Commission.



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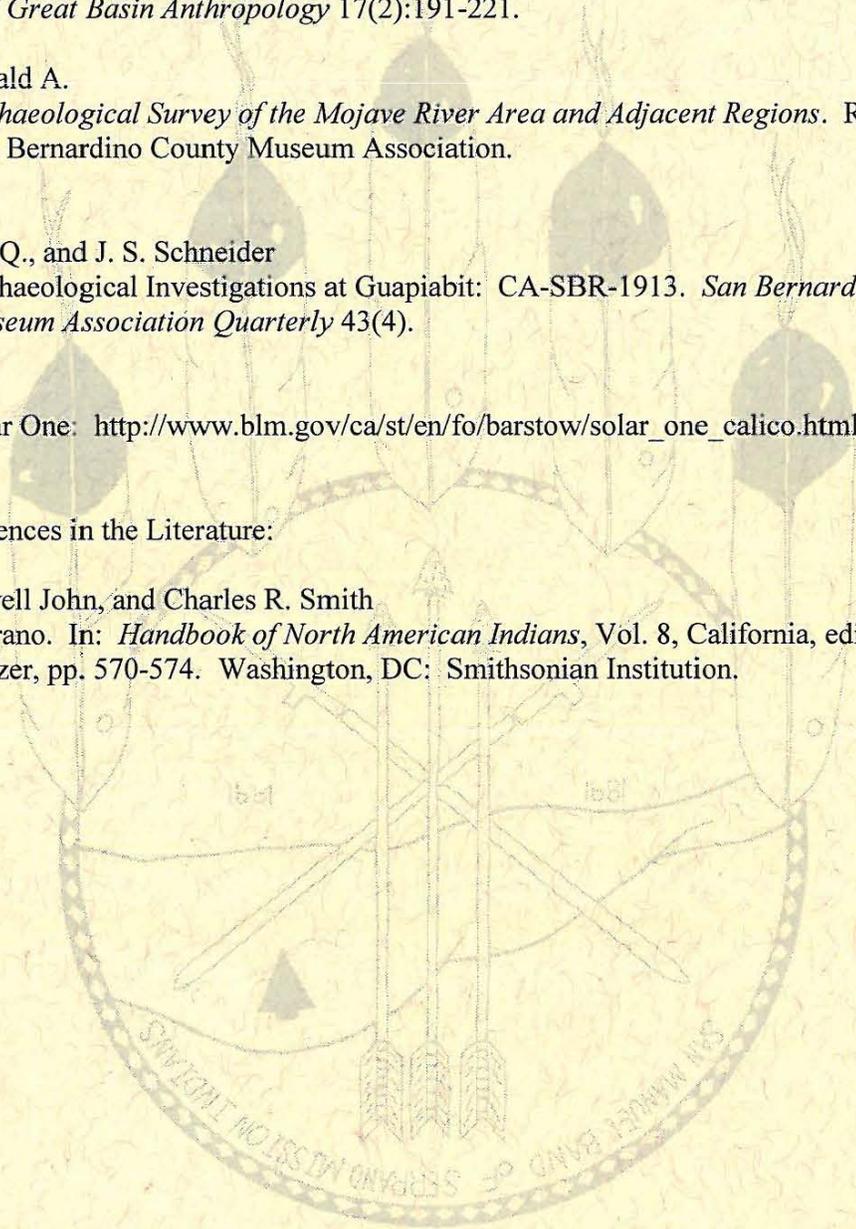
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**DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians  
 Fee-to-Trust and Casino-Hotel Project**

Picayune Rancheria of the Chukchansi Indians  
 ("Picayune Rancheria")  
 Attn: Reginald Lewis, Chairman  
 46575 Road 417, Bldg. #C  
 Coarsegold, CA 93614



Picayune Rancheria  
of the

Comment Letter T5

# CHUKCHANSI INDIANS

48575 Road 417 • Coarsegold, CA 93614 • (559) 683-6633 • FAX (559) 683-0599

September 14, 2011

**VIA HAND-DELIVERY AND FIRST CLASS MAIL**

Amy Dutschke  
Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825

Re: *DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians ("Los Coyotes") Fee-to-Trust and Casino Hotel Project*

Dear Ms. Dutschke:

This letter and the enclosed attachment provides the written comments of the Picayune Rancheria of Chukchansi Indians ("Picayune Rancheria") concerning the scope and implementation of the Draft Environmental Impact Statement for the Los Coyotes Band of Cahuilla and Cupeño Indians ("DEIS" or "Project") described in the Federal Register on July 1, 2011, Volume 76, No. 127, pg. 38677-38678, attached hereto as Exhibit 1.

T5-1

**I. LOS COYOTES JURISDICTIONAL CLAIM OVER THE FEE LAND ("SITE") CIRCUMVENTS THE INTENT OF THE INDIAN GAMING REGULATORY ACT.**

The Picayune Rancheria has several concerns with regard to the DEIS and the Project but a principal concern is Los Coyotes' desire to alter and indeed manipulate its known historical jurisdictional limits by extending its jurisdiction to the proposed Site. Los Coyotes' expansion of governmental jurisdiction to this fee land to use said land for gaming purposes is inconsistent with the spirit of the Indian Gaming Regulatory Act ("IGRA") and, if allowed to proceed, establishes dangerous precedence for Indian gaming in California.

T5-2

Los Coyotes' existing reservation is approximately 160 miles southeast of the Site and they have failed to establish with credible evidence that they historically asserted jurisdiction over this land. Permitting Los Coyotes to utilize the Site for gaming purposes that was not under Los Coyotes' governmental power or jurisdiction circumvents the intent and spirit of IGRA. A decision allowing Los Coyotes to conduct gaming on the Site will have wide-ranging impact throughout California, as other tribes will undoubtedly use the Los Coyotes Project as a

precedent for their efforts to establish gaming on lands over which they have not exercised historical jurisdiction.

Off site gaming is often examined to determine what is good for the local community and local and State government coffers, not necessarily what is good for Indians – both the “reservation shopping” tribe and the surrounding tribal community, particularly those tribes that followed the spirit of IGRA in establishing gaming facilities in their aboriginal tribal lands. IGRA looks to provide for the self-determination and economic development of tribes, including job creation. However, Los Coyotes’ off site gaming Project will create jobs for local residents, not the tribe. For those tribal members who move from their aboriginal lands to pursue employment opportunities with the Project, they risk losing their tribal identity, spirituality, language, tradition and culture. These results cannot reasonably be considered in the best interest of the tribe, and are a byproduct of “reservation shopping” that must be considered in any Secretarial Decision on a two part determination.

T5-2  
Cont.

Affirming the ability of Los Coyotes to alter their established historical jurisdiction solely for the purpose of positioning itself closer to more lucrative gaming markets is not only inconsistent with the spirit and intent of IGRA but is also bad policy, jeopardizing the continued success of Indian gaming in California, weakening the integrity of tribal sovereignty, and contravening the Congressional mandate of the Bureau to improve and to strengthen tribal communities and governments through long term sustainable programs that work to improve the quality of life for all Native Americans. The impact of allowing Los Coyotes to proceed with gaming on a site far removed from its historical governmental jurisdiction, opens a Pandora’s box of problems for Indian tribes and the prospect of tribes leap-frogging over historical tribal boundaries to locate closer to more favorable gaming environments to the detriment of existing tribal economic development.

## **II. THE PUBLIC HEARING ON THE PROJECT FAILED TO PROVIDE THE PUBLIC A MEANINGFUL OPPORTUNITY TO BE HEARD.**

40 C.F.R. § 1506.6, a regulation enacted by the Council for Environmental Quality (“CEQ”) setting out the National Environmental Policy Act’s (“NEPA”) requirements, provides in relevant part:

Agencies shall:

- (a) Make diligent efforts to involve the public in preparing and implementing their NEPA procedures;
- (b) Provide public notice of NEPA related hearings, public meetings, and the availability of environmental documents so as to inform those persons and agencies who may be interested or affected...
- (c) Hold or sponsor public hearings or public meetings whenever appropriate...

Criteria shall include whether there is:

T5-3

- (1) Substantial environmental controversy concerning the proposed action or substantial interest in holding the hearing...

In addition, 40 C.F.R. §1503.1 requires: "After preparing a draft environmental impact statement and before preparing a final environmental impact statement the agency shall... request the comments of... Indian tribes, when the effects may be on a reservation." These regulations require the participation of the Picayune Rancheria and their importance has repeatedly been emphasized by the courts. In *Churchill County v. Norton* (9<sup>th</sup> Cir. 2001) 276 F. 3d 1060, 1072 the Ninth Circuit stated: "[We will] strictly interpret the procedural requirements in NEPA (National Environmental Policy Act) and CEQ (Council on Environmental Quality) regulations to the fullest extent possible consistent with the policies embodied in NEPA... Grudging, pro forma compliance will not do." (internal citations omitted). The lead agency must take a hard look at the consequences of the proposed action, including environmental consequences and the impact on Indian tribes, and "objectively and in good faith - not as an exercise in form over substance, and not as a subterfuge designed to rationalize a decision already made." *Montana Wilderness Ass'n v. Fry* (D. Mont. 2004) 310 F. Supp. 2d 1127, 1143 (quoting *Medcalf v. Daley* (9th Cir. 2000) 214 F. 3d 1135, 1142). The twin keys to compliance are "informed decision-making and informed public participation." *California v. Block* (9th Cir. 1982) 690 F. 2d 753, 767.

An agency that inadequately considers public comments has violated NEPA. As an example, the 2001 case of *Idaho v. U.S. Forest Service* (D. Idaho) 142 F. Supp. 2d 1248, concerned a new Forest Service program for road-less areas. The court held that the Forest Service had not given the public an opportunity to comment meaningfully on its DEIS and Proposed Rule, thereby violating NEPA. *Id.* at pg. 1261-62. The Forest Service had allowed time and comment but the court noted that by all appearances, the Forest Service was using the process "to rationalize or justify decisions already made." *Id.* at pg. 1261.

The Bureau of Indian Affairs' ("BIA") procedures for public participation in the instant matter have been similarly inadequate and failed to provide the public and Indian tribes a meaningful opportunity at a convenient time and location to present comment. Creating a forum to garner the support of the local community on a gaming project does not meaningfully comply with the legal requirements of NEPA or address the issues presented in the DEIS. The BIA has not done everything possible and required by regulation to insure that the public's concerns are given due consideration, but rather have done the bare minimum given the degree of public concern over the Project and the size and complexity of the DEIS. The perceived preferential treatment to the Project's proponents and the BIA's incapacity or unwillingness to address the concerns of the public and Indian tribes who care and who have invested countless hours and significant resources into their economic initiatives, suggests the BIA's process has been merely a "grudging, pro forma" exercise that will be used to justify decisions already made.

T5-3  
Cont.

### **III. THE POTENTIAL IMPACTS OF THE PROJECT CANNOT ADEQUATELY BE ASSESSED DUE TO THE INADEQUATE PROJECT DESCRIPTION.**

The DEIS is required to assess all potential impacts of the proposed action on the quality of the human environment and to disclose that information to the public. The proposed action includes the trust acquisition of approximately 23 acres of land currently held in fee by Los Coyotes for gaming purposes and the approval by the National Indian Gaming Commission ("NIGC") of a management contract. The foreseeable consequences of the proposed action will be the development of a casino and hotel complex with associated support facilities on the parcel of land to be put into trust.

The data and information that Los Coyotes has submitted and presented concerning the project is incomplete and as such the potential impacts on land resources, water resources, including surface water, drainage, flooding, ground water and water quality, air quality, biological resources, including vegetation and wild life, cultural and paleontological resources, socioeconomic conditions and environmental justice, traffic, land use, agriculture, water supply, waste water and solid waste, electrical, natural gas, telecommunications, public health and safety, schools, noise, and visual resources have not been adequately or properly analyzed and, indeed, have been understated. It is clear that the assessment of the potential impacts of the proposed Project on the quality of the human environment is inadequate and incomplete. The BIA must at a minimum revise and recirculate the DEIS.

Additionally, the Project could create significant growth inducing impacts that have not been properly examined in the DEIS. A facility such as the one contemplated by the Project will require employees including temporary construction employees that will contribute to an increase in traffic, services, housing needs and criminal activities. These factors were not adequately addressed in the DEIS and will significantly increase the likelihood that endangered or threatened species will not be adequately protected by the proposed mitigation measures. As such, a Secretarial Determination that the Project is in the best interest of the tribe and is not detrimental to the surrounding community cannot be adequately supported by the current, unrevised DEIS.

### **IV. LOS COYOTES' ANCESTRAL LANDS DO NOT EXTEND TO THE SITE.**

The Indian Reorganization Act (the "IRA"), IGRA, as well as Proposition 1A mandate that a gaming establishment be within the historical homelands of the Los Coyotes. The IRA authorizes the Secretary of the Interior (the "Secretary") "in his discretion" to acquire land for Indians (25 U.S.C. § 465). The IRA was adopted in part to repudiate the allotment policy of the late nineteenth century which resulted in the large-scale transfer of land out of Indian ownership. While the IRA authorizes the Secretary to acquire land for Indians, it did not authorize the Secretary to acquire land outside of a Tribe's historic homeland in order to operate an off-reservation casino.

T5-4

T5-5

The legislative history of the IRA clearly demonstrates that Congress granted the Secretary the discretion to restore tribal lands that were lost through the allotment period when a tribe's existing land base was inadequate to support a tribal community in which tribal members could live and work. The acquisition of land outside of the tribe's historic homelands solely to allow for a tribe to own a casino is inconsistent with the Congressional intent behind the IRA.

The legislative history of the IRA demonstrates that 25 U.S.C. § 465 authorizes the Secretary to acquire lands to address the loss of tribal lands, resulting in poverty, and the disintegration of tribal communities. Congress intended the Secretary to acquire lands located within areas occupied by the tribe, i.e., near or contiguous to the tribal reservation. Land acquisition outside the tribe's historic homeland was neither contemplated nor authorized.

The policy of the IRA, which was the opposite of that of allotment, is to provide a tribal land base on which tribal communities, governed by tribal governments, could exist and flourish. Consistent with the policy, the Secretary has typically exercised discretion regarding trust land acquisition authority to take lands into trust that are within, or close proximity to existing reservations.

Additionally, on March 7, 2000, the voters in the State of California authorized federally recognized Indian tribes to operate slot machines, lottery games, and banking and percentage games on their reservation. The purpose of Proposition 1A was to provide education, housing, healthcare and jobs on tribal reservations. Nowhere was it authorized or contemplated that "reservation shopping" would be allowed to build casinos that would be established outside the historic homelands of an Indian tribe. In fact, the voters in California were told that Proposition 1A and federal law strictly limit Indian gaming to tribal land. That casinos could be built anywhere was not what the voters thought they approved with passage of Proposition 1A.

The Los Coyotes Site does not conform to the Legislative intent of the IRA, which does not support "reservation shopping" to enhance economic opportunities for tribes looking to expand their jurisdiction beyond their historic lands. A Secretarial Decision pursuant to IGRA that the land is eligible for gaming, is in the best interest of the tribe, and is not detrimental to the surrounding community would require the Secretary to go against the intent of the IRA and California voters based on a DEIS that does not adequately address Los Coyotes' interests or environmental impacts or the interests of the surrounding community.

## V. CONCLUSION.

Finally, IGRA does not expand the authority of the Secretary to authorize off-reservation casinos beyond what the IRA authorized in 1934. IGRA mandates, when acquiring land into trust for gaming purposes, that the Secretary must determine that the gaming establishment on newly acquired lands would not be detrimental to the surrounding community, or nearby Indian tribes. This mandate of IGRA and the trust responsibility owed to the tribes requires the BIA reject Los Coyotes' fee to trust application and its accompanying request for a positive

T5-5  
Cont.

Secretarial Decision. To take distant land into trust and to receive a positive Secretarial Decision due to the land's proximity to more a profitable gaming location than the tribe's historical homeland and current reservation, is contrary to longstanding federal Indian policy, erodes tribal sovereignty, establishes bad policy creating a precedent that other tribes will use to gain access to more profitable gaming markets by "reservation shopping," cause significant harm to other tribes and only benefit non-Indian developers.

Approval of this fee to trust application and a positive Secretarial Decision would open the floodgates to every other Indian tribe seeking land acquisition for fee to trust designation to position themselves closer to urban population centers with better access to the gaming public but would be contrary to the spirit and intent of the law and current policy. Accordingly, the DEIS must be revised and reissued pursuant to the provisions of NEPA, the regulations and established law.

If you have questions or wish to discuss this further, please contact me or our General Counsel, Rosette, LLP, attorney Richard G. Verr, Esq. at 480-889-8990. Thank you for your time and attention to this matter.

Sincerely yours,

PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIANS



Reginald Lewis, Chairman



Jennifer Stanley, Secretary

T5-5  
Cont.

# ***INDIVIDUAL LETTERS***



S. Pellegrino  
32685 Sylvan ave  
Barstow Ca. 92311

RECEIVED  
2011 JUL 28 7:41  
PACIFIC REGIONAL  
OFFICE

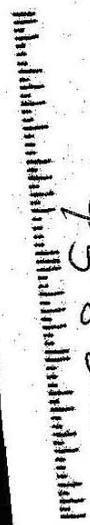
SAN BERNARDINO CA 924

26 JUL 2011 PM 1 L



Amy Dutschke  
Regional Director  
Pacific Regional Office  
of Indian Affairs  
Bureau  
2800 cottage way  
Sacramento, California

95825



95825+1230

Los Coyotes Barstow Casino Project

Comment Letter I2

To: Amy Dutschke

July 26, 2011

Subject: Casino

RECEIVED

2011 JUL 28 PM 11:17

PACIFIC REGIONAL  
OFFICE

I support a casino in Barstow. The positive benefits far out weigh the negative impact. Unemployment is at an all time high, welfare in Barstow is around 33%. So bringing a casino to Barstow would make a huge impact financially to our city. So yes I am in favor of a casino and the whole community should be also.



I2-1

Paul & Elizabeth Aviles

ack ✓  
DEC 2011  
ND



Paul Aviles  
28128 Waterman Rd.  
Barstow, CA 92311

RECEIVED

2011 JUL 26 PM 4 10

PACIFIC REGIONAL  
OFFICE

5000 BERTHARD RD CA 924

26 JUL 2011 PM 3 17



SAVING GLASS FOREVER

Amy Dutschke  
Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825

95825+1490



Carmen Hernandez  
450 Lillian Dr.  
Barstow, Ca. 92311

RECEIVED  
JUL 28 11 48 14

July 25, 2011  
Amy Dutschke  
Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, Ca. 95825

PACIFIC REGIONAL  
OFFICE

act  
DORNS  
ND

Re: Los Coyotes Casino Project, Barstow

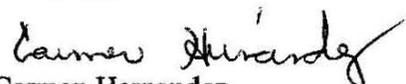
Dear Ms. Dutschke,

I am writing to express my support of the Coyotes Casino Project in Barstow. I am a Community Activist and business owner in the City of Barstow and can attest to the need for the project to stimulate our economy. I survived the closure of Ft. Irwin in the past but the current economic issues in our city far out way those times.

We are the smallest city in the Hi-Desert but the most community oriented and feel the casino project is a win-win for both parties that are currently experiencing hard times. It has been an ongoing project with obstacles at every turn. I think it is time that both the federal government, state government and Bureau of Indian Affairs address both parties' needs and move the project forward. It would benefit two worthy communities.

I3-1

Sincerely,

  
Carmen Hernandez

USA FIRST CLASS FOREVER



SAN BERNARDINO CA 924

09 JUL 2011 PM 37

Hernandez  
450 Lillian Dr  
Barstow, CA 92311-3008



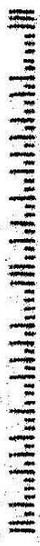
PACIFIC REGIONAL  
OFFICE

2011 JUL 28 PM 41 \*

RECEIVED

Amy Dutschke, Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs  
2800 College Way  
Sacramento, Ca 95825

95825+1425



120 Neptune Pl

Escondido, CA 92026

22 July 2011

RECEIVED  
2011 JUL 25 PM 4:38  
PACIFIC REGIONAL  
OFFICE

all  
T ✓  
✓  
DECISIONS  
NO

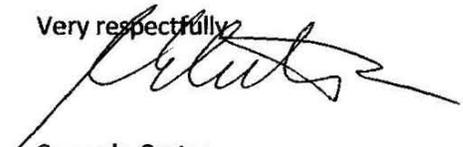
Amy Dutschke  
Regional Director, Pacific Regional Office,  
Bureau of Indians Affairs  
2800 Cottage Way, Sacramento, CA 95825

Dear Madame:

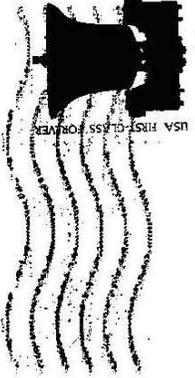
My name is Conrado Castro, a state resident living in Southern California. As a concerned citizen having relatives living in Barstow area, I am excited of the fact that the Los Coyotes Casino project is now advancing in it's approval process. With due respect, I urge you and your constituents to help the Tribe as well as the Barstow community by approving the project, and help bring an economic opportunity to the city and surrounding areas. The Tribe and the residents of City of Barstow, I believe, have been deprived long enough of an economic prosperity brought by project such as this.

I4-1

Thank you so much for your consideration, and I am looking forward for a positive response from your office.

Very respectfully  
  
Conrado Castro

CASTRO, CE.  
120 NEPTUNE PL  
ESCONDIDO, CA 92026



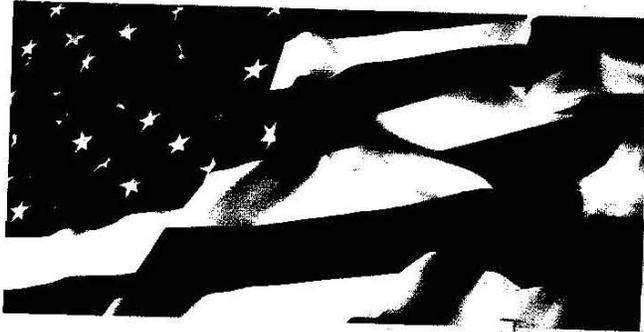
SAN DIEGO CA 921  
23 MAY 11 PM 1971

Amy Dutschke  
Regional Director, Pacific Regional Office,  
Bureau of Indians Affairs  
2800 Cottage Way, Sacramento, CA 95825

RECEIVED BIA  
MAY 11 1971  
PACIFIC REGIONAL  
OFFICE

95825+1846





✓ aed

DECRMS  
NS

Mr. Robert L McGinnis

OFFICE  
1 JUL 2011  
PACIFIC INTERNATIONAL  
OFFICE

Amy Dutschke

7-24-2011

I have retired from teaching  
in the Barstow Community after 35 yrs.  
My family have been in the Barstow  
Community for over 128 yrs. I served  
on the Barstow planning commission for  
16 yrs & have been very active in  
the Community-

I5-1

I strongly SUPPORT the  
Los Coyotes Casino in the Barstow area -  
Please contact me if I can throw  
any light on the Barstow Community & its history.  
Thankyou for your considerations to the  
Project

Helping Our Heroes

Robert L. "BOB" McGinnis



RECEIVED BY 7-26-11

Dear Amy Dutschke,

JUL 28 PM 4:13  
PACIFIC REGIONAL  
OFFICE

I am a resident of Barstow and a registered voter in our city and am very much in favor of the Casino,

16-1

The Town would certainly be helped with this project

Thank you for your attention and help

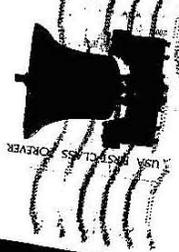
DEEMS

ND

Benny Am Roy's  
432 Oakmont Dr  
Barstow, CA 92311

B. A. P. 07  
432 Calhoun  
Barnes, Ga 30311

JUL 20 2011 PM 1 L



PACIFIC REGIONAL OFFICE

Army Nutschke  
Regional Director  
Bureau of Indian Affairs  
2000 Cottage Way  
Sacramento, CA 95825  
Pacific Regional Office

create a lot of  
much needed  
jobs ~ for all  
concerned.

17-1  
cont.

Also it would  
keep some of the  
money HERE that  
Vegas has been  
"packin'" in!

Sincerely,  
Marie Pettit  
P.O. Box 459  
Xerxes, CA 92398

7-27-11 Amy

T 1/2  
Decems

NO Reply

Dear Amy,  
Sorry I can't make  
it to the meeting  
tonight - but believe

me I am all for  
the casino being  
~~built~~ built in

Barstow. For one  
thing it would

17-1



SAN BERNARDINO CA 924

27 JUL 2011 PM 1 T

Marie Pettit  
478 W. Williams St.  
PO Box 459  
Yermo, CA 92398-0459

Postmark

2011 Jul 29 PM 1 T

Amy Dutelle  
Office  
Bureau of Indian Affairs  
2800 Cottage Way,  
Sacramento, CA, 95825



95825+1459

Comment Letter 18

Reg No.    
 Reg Adm. Div.    
 Route DECEMS  
 Response Required NO  
 Date Recd. JUL 27 1978

To

Whom it <sup>may concern</sup>  
 my name is Richard D. Johnston  
 also known as Rex D. Davis  
 lived in Barston Colic since  
 1927. Am 100% in favor of  
 the casino interstate is and  
 Kenwood RD is an ideal  
 location for a casino. As you  
 know Barston has been in  
 decline for many years.  
 Our unemployment is very  
 high. Our roads are in  
 bad shape. The Kinist St  
 bridge is falling down.  
 The sewer plant needs to  
 be upgraded.

OVER

BANSTON IS 135 MILES FROM  
LOS ANGELES HALF WAY BETWEEN  
LOS ANGELES AND LAS VEGAS, SO WE'RE  
KINDA ON THE END OF THE LINE. WE  
GET NO INDUSTRY OR OTHER HIGH  
PAYING JOBS, WE NEED A  
TAX BASE TO GET THESE THINGS  
DONE. BANSTON IS IN THE MIDDLE  
OF THE MOLAYE DECREE. WHY NOT  
LET THE INVESTORS ON THEIR WAY  
TO LAS VEGAS STOP HERE IN BANSTON  
AND SPEND THEIR MONEY AT  
OUR CASINO. IF WE DO NOT  
GET THIS CASINO BANSTON  
WILL REMAIN A WEAK  
TOWN

AS ALWAYS  
Dennett Wally  
Df

**WRITTEN COMMENT CARD**

**BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
 LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
 HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA**

BARSTOW COMMUNITY COLLEGE GYMNASIUM  
 2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDENT OR DROP IN THE WRITTEN COMMENT BOX. COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: FRED STEARN Organization: Silver Valley Realty

Address: 44244 NATIONAL TRAILS Highway, Newberry  
SPRINGS, CA 92365

Comment: (TEL 760-257-3560 days)

CAN YOU MAIL me A COPY OF THE DEIS .  
I DO NOT HAVE A COMPUTER

THANK YOU VERY MUCH

I9-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

# WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
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(Please write legibly)

Name: Patricia J Maser Morris Organization: (self)

Address: 34388 K Street, Barstow CA 92311

Comment: The honorable thing for the Federal Government to do for the Los Coyotes is to allow them to build this Casino/Resort in Barstow. They were pushed onto a reservation that is undevelopable. In over 100 years, there has been no development of any significance there and over half of the tribe's adult members had been forced to leave the reservation in order to earn a living. I see no other <sup>possible</sup> way to enable the Los Coyotes to better themselves and their reservation.

110-1

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(Please write legibly)

Name: Laura Moraco Organization: \_\_\_\_\_

Address: 1160 Broadway Ave, Barstow, Ca. 92311

Comment: Comment letter attached,

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

Good evening, I am in support of the Los Coyotes Casino in Barstow., its concept, location and its anticipated impact.

In the consideration of possible positive or negative impacts that this proposed project may have on the environment, which consist of natural, social and economic aspects, the tribe could not have chosen a better location for the casino.

The location is off the freeway, but with easy access, there are 2 approaches to the site, both northbound and southbound to allow easy traffic circulation and it is in a remote area where noise will not be an issue. Utilities will be used by local conveyance, and happily the vegetation in the project area is limited, and there are no concentrated populations of wildlife in the area.

Casino's benefit cities greatly by giving back to the community in many ways. Casinos create jobs, pay a considerable amount of taxes to the community, and create tourism. This type of business that is added to a community benefits everyone. Barstow is a unique place and casinos are uniquely categorized, which makes Barstow and the Los Coyotes Casino completely compatible.

The destiny of this incredible opportunity is in the hands of legislators. All we ask is that in the approval process you please do not forget to hear our voices, remove any political element and disconnect and really listen to what you hear from our community.

If there was ever a city or a vote for you to invest in, its Barstow.

Thank you.

Laura Moraco  
1160 Broadway Ave.  
Barstow, CA 92311

111-1

### WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
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(Please write legibly)

Name: Dr. Michael Burton M.D. Organization: MICHAEL BURTON MD, MEDICAL GROUP

Address: 2101 HILLHURST AVE L.A. CA 90027

Comment: Better access to medical care would happen with 1000 jobs with medical insurance. Barstow needs the casino. Better medical care means 3-4 thousand people with medical insurance.

I12-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

WRITTEN COMMENT CARD

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(Please write legibly)

Name: Brenda Burton Organization: Landowner in Barstow

Address: 4510 Arocado St. LA CA 90027

Comment: This community desperately needs the economic stimulus that this casino would create. It will provide jobs and medical benefits both for the residents and the Indians. Economic stimulus will promote education and decrease public ~~assistance~~ assistance. Do not let other tribes and lobbying parties from other casinos stop this casino. This community and this Indian tribe want this casino. Please legislate on the behalf of the people ~~in~~ in support of the casino!

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indians Fee-to-Trust and Casino-Hotel Project.

I support Alternative A

I13-1

# WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
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(Please write legibly)

Name: HENRY ROBERTS Organization: CITIZEN

Address: 201 MONTARA RD, SP# 274, BARSTOW, CA. 92311

Comment: I'M FOR THE CASINO PROJECT. A BARSTOW RESIDENT FOR 57 YEARS. THIS TOWN HAS BEEN DYING FOR YEARS. WE (THE TOWN) NEEDS THE INCOME AND JOBS BADLY. GAMBLING IS A LEGAL AND LEGITIMATE BUSINESS. BRING IT ON.

I14-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

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BARSTOW COMMUNITY COLLEGE GYMNASIUM  
2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: Daniel Jenkins Organization: Revolutions Entertainment Center

Address: 750 E. Main St Barstow, CA 92311

Comment: We feel that this casino is a great opportunity for the citizens and economy of Barstow. We are concerned with how law enforcement will handle the increased traffic in.

I15-1

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(Please write legibly)

Name: Patricia Ramirez Organization: \_\_\_\_\_

Address: 25525 BeJual St. Barstow CA 92311

Comment: It would be great to see Barstow known for more than a restroom stop on the way to Las Vegas, and more importantly, we need to get rid of our reputation as "The Meth capital of the US."

I16-1

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(Please write legibly)

Name: Tony Titolo Organization: MAT Investments  
Address: 20111 Glacier Circle, Huntington Beach, CA 92648

Comment: As a Barstow land owner for 20 years we support the approval of the casino project.

I17-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

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(Please write legibly)

Name: Robert L. Berkman Organization: Newberry Springs Alliance  
Address: P.O. Box 368, Newberry Springs 92365-0368

Comment: Request hard copy of  
draft EIR and Appendices

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

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(Please write legibly)

Name: TED STIMPFEL Organization: NEWBERRY SPRINGS  
COMMUNITY ALLIANCE

Address: \_\_\_\_\_

Comment: \_\_\_\_\_

PLEASE PLACE US ON YOUR E-MAIL LIST

NEWBERRYSPRINGS @ HOTMAIL.COM

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(Please write legibly)

Name: R.A Rasmussen Organization: N/A

Address: 574 50th Ave. Barstow, Ca 92311

Comment: \_\_\_\_\_

yes

\_\_\_\_\_

Yes

\_\_\_\_\_

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

# WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM  
2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDENT OR DROP IN THE WRITTEN COMMENT BOX. COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: DANNY R SANCHEZ Organization: \_\_\_\_\_

Address: 610 STARLIGHT ST. BARSTOW CA 92311

Comment: THIS WILL BE GOOD FOR BARSTOW  
THANK YOU! GOOD LUCK

I21-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

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(Please write legibly)

Name: LARRY P SANCHEZ Organization: \_\_\_\_\_

Address: 1340 SUNSHINE DR. BARSTOW CA

Comment: HOPPE YOU COME TO BARSTOW

GOOD LUCK!

I22-1

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(Please write legibly)

Name: Viola Basulto Organization: Self - B.A.H.C.

Address: 300 Frances Dr.

Comment: Would Like 4 u. to Be the first "Green"  
 Casino. Showing concern for our Precious environment.  
 Also. Be the "Gate way" to the Mojave by education  
 providing information on our Mojave - Example -  
 Death Valley, Mojave Preserve, Joshua Nation Park.  
 Local - O.H.V. Supplying <sup>Desert</sup> safety information on O.H.V.  
 Rock Climbing off Road Racing and all Areas  
 of Recreation in the Desert. Also - maybe a Discovery Center over

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with Live animals of our Desert all  
Desert Wildflowers when they bloom & Tourists  
U Should return the favor of Using  
our Desert by helping to Preserve &  
Protect it for the future. You would  
not go wrong. E-mail if you would like  
more Visions - [Vivision1@yahoo.com](mailto:Vivision1@yahoo.com).

## WRITTEN COMMENT CARD

**BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING  
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(Please write legibly)

Name: Mario Castellano Organization: Los coyotes Band cahuilla /cupeño  
Address: 2845 Grace St #3 Riverside, CA 92504

Comment: The Los coyotes indian res is considered to be sacred & ~~is not~~ undevelopable land. It is home to endangered species & has a delicate environmental cycle. It is California natural habitat & should be left untouched/ungarnished to such a ~~an~~ project. The Barstow community would greatly benefit. The Los coyotes tribe will greatly benefit. Besides there was no "Ancestral" tribal lands back then. NO 1 knows. Wars have been fought. Lands conquered.

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My people have been here for thousands of years & you mean to tell me they never roamed? There is proof the Cahuilla language falls into the Uto-Aztecan dialect language. We traded w/ them. The Aztecs were a warring mercenary tribe who went to war w/ other tribes. Best believe we were there w/ them, we ~~inter~~ married out to other tribes to form pacts w/ other tribes. You don't think for a sec we didn't marry out to this present day, on Ancestry dot com I have family in Torres-Martinez, Agua Caliente, the Springs. I see ancestral ties. My people were everywhere & way or another. Thank you! I'd like to hear some I dispute that.

# WRITTEN COMMENT CARD

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(Please write legibly)

Name: ANNETTE MARTINEZ Organization: \_\_\_\_\_

Address: 35275 1/2 CEDAR RD, BARSTOW, CA 92311

Comment: WOULD VERY MUCH LIKE TO HAVE THE CASINO  
BECAUSE BARSTOW NEEDS JOBS!! I NEED A JOB  
TOO!!

I25-1

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(Please write legibly)

Name: EVELYN WILLETT Organization: \_\_\_\_\_

Address: 35275 1/2 CEDAR RD, BARSTOW

Comment: \_\_\_\_\_

EVERY BODY NEEDS A JOB.

CASINO SOUND THE BEST

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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(Please write legibly)

Name: Brenna Bynard-Smyth Organization: Physician

Address: Barstow, CA, 92311

Comment: I am against the Casino coming to Barstow.

Gambling is not a good environment to raise kids or to live, Gambling will increase gangs, drugs, prostitution and crime. As well as gambling and other increase in addition 2 1/2 - 3 yrs ago in the Herwood (region of Barstow) we had an increase in gang related shootings and crime

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(includes the outlet mall) at just the hint of a casino coming

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(Please write legibly)

Name: Ponciano Castellano Organization: Los Coyotes tribal member

Address: 2122 W. Chestnut St. Apt 3203 San Bernardino CA 92410

Comment: I support the process of taking the land into trust because it's in the tribes best interest. our reservation has some of the most beautiful land sites I have ever seen, and I plan to live there one day. I would hate to see our land demolished and filled with traffic. I would like to see our land ~~developed~~ and culture preserved the way it was a hundred years ago, except for housing development.

I28-1

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(Please write legibly)

Name: Robert Walz Organization: \_\_\_\_\_

Address: 1111 Wagon Dr Barstow, CA 92311

Comment: We need this project to go through

I29-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

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(Please write legibly)

Name: Bernard Bessy Organization: \_\_\_\_\_

Address: 921 Old Hwy 58 Barstow CA 92311

Comment: I hope that The casino is allowed.

I30-1

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Comments Casino Draft EIS, July 27, 2011

Good Evening and Thank You for allowing me a make a few short comments. I have read all 444 pages over the past three weeks. I found nothing in the Draft EIS that would prevent the project from going to a successful completion.

Four years ago I wrote letters to all the politicians that represent the area, City, County, State and Federal. I stated let's keep California dollars in California and thereby keeping the associated taxes here to aid the City, County and State. ----- Some listened, some didn't. An important mistake to those that didn't heed good advice. The ~~State~~ <sup>GOVERNMENTS</sup> needs revenue!  
*THE TRIBE NEEDS THE REVENUE.*

I31-1

Some parts of the EIS are dated and I assume will be corrected prior to its final publication.

I31-2

Road Infrastructure:

I was concerned about access and egress to the project and have since learned that CalTrans is planning an interchange about one mile to the ~~south~~ <sup>SOUTH</sup> from I-15 to Outlet Center Drive.  
*IF PROJECT IS APPROVED. 1*

I31-3

ilities and Sewer:

It appears that the City, SW Gas, SoCal Edison and Golden Gate Water are planning to expand south on Outlet Center Drive to accommodate for the future facilities which will be built to support the visitors to the project. These utility upgrades and additions are not completely mentioned and may be beyond the scope of the Draft EIS.

I have watched the ebb and flow of the economy of Barstow for the past 30 years. Lately the ebb has been greater than the flow. For the good of the entire Barstow Area and its sphere of influence a positive outcome and future project approval would be most welcome.

"Larry, the Cable Guy" says: "Getter Done!" Thank You.

Harvey J. Walker  
P.O. Box 1923  
Barstow, CA 92312-1923

Joseph M Asprec  
Marie D Asprec  
15412 Park Point Ave Unit 108  
Lake Elsinore CA 92532

FILED

JUL 29 PM 4:10

PACIFIC REGIONAL  
OFFICE

July 25, 2011

Amy Dutschke  
Regional Director, Pacific Regional Office,  
Bureau of Indian Affairs  
2800 Cottage Way, Sacramento, CA 95825

Dear Madame:

We, Joseph & Marie Asprec husband & wife, a state residents living in Southern California. As we are concerned citizens having relatives living in Barstow area, we're excited of the fact that the Los Coyotes Casino project is now advancing in its approval process. With due respect, we urge you and your constituents to help the Tribe as well as the Barstow community by approving the project, and help bring an economic opportunity to the city and surrounding areas. The Tribe and the residents of the City of Barstow, we believe have been deprived long enough of an economic prosperity brought by project such as this. We are very thankful & appreciate your kind consideration for our request and looking forward for a positive response from your office.

I32-1

Sincerely yours

*Joseph M. Asprec*  
*Marie D. Asprec*  
Joe & Marie Asprec

Reg Dir \_\_\_\_\_ <sup>4/3</sup>  
 Dep Reg Dir \_\_\_\_\_ <sup>T 23</sup>  
 Reg Adm Ofcr \_\_\_\_\_  
 Route DeCRms  
 Response Required NO  
 Due Date \_\_\_\_\_  
 Memo \_\_\_\_\_ Ltr \_\_\_\_\_  
 Tele \_\_\_\_\_ Other \_\_\_\_\_



Joseph M. Asprec, M.D., Inc.

FAMILY HEALTH CARE



Ms. Marie Asprec  
19112 Park Point Ave., Unit. 108  
Lake Elsinore, CA 92531-0451

PACIFIC

DEC 25 1985



*Ann Dutschke  
Regional Director, Pacific Regional Office  
Bureau of Indian Affairs  
2800 Cottage Way,  
Sacramento, CA 95834*

95834+1405

Amy  
DELRM

July 25, 2011  
RAYLEE J. GRIEGO  
32661 SYLVAN AVE.  
BARSTOW, CA 92311

No Reply

AMY DUTSCHKE, REGIONAL DIRECTOR  
PACIFIC REGIONAL OFFICE, BUREAU OF INDIAN AFFAIRS  
2800 Cottage Way  
SACRAMENTO, CA 95825

Dear Ms. Dutschke,  
PACIFIC REGIONAL  
OFFICE

I would like to show my support of the Los Coyotes Barstow Casino by submitting this letter. As a life long resident of Barstow, I can attest that this project will be a beneficial asset to this community.

In the 33 years I've lived here I have witnessed little growth in Barstow whilst other communities have blossomed. I hope the casino will bring more business to Barstow so we can have more opportunity to shop locally. This will save local residents time and money that is often spent in other cities.

I also feel that it is important to support Native American communities, and bringing this casino to Barstow is a win-win situation for both the town of Barstow, and Los Coyotes Indian tribe.

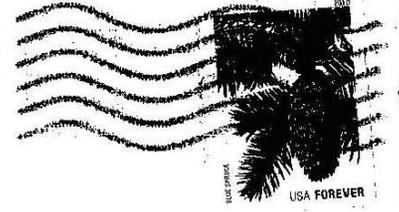
However, I am not in support of the name Barstow Casino. I believe it should reflect the Native Americans it is helping and be called Los Coyotes Casino of Barstow.

I hope this project will come to fruition soon, as I will be a patron of this establishment. Thank you.

Respectfully submitted,  
Raylee J. Griego - Homeowner

SAN BERNARDINO CA 924

26 JUL 2011 PM 1 T



OFFICE  
PACIFIC REGIONAL  
2011 AUG - 1  
MAIL

Amy Dutschke, Regional Director  
Pacific Regional Office, Bureau of INDIAN Affairs  
2800 Cottage WAY  
Sacramento, CA  
95825

RECEIVED

JUL 29 2011

Regional Solicitor  
Pacific Southwest Region

95825+1885



RECEIVED BY  
AUG -8 PM 4:30  
PACIFIC REGIONAL  
OFFICE

32867 Valentino Way  
Temecula, CA 92592  
July 25, 2011

✓  
DECISIONS  
NO

Amy Dutschke  
Regional Director, Pacific Regional Office,  
Bureau of Indians Affairs  
2800 Cottage Way, Sacramento, CA 95825

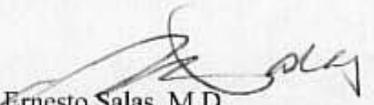
Dear Madame:

My name is Dr. Ernesto Salas, a state resident living in Southern California. As a concerned citizen having relatives living in Barstow area, I am excited of the fact that the Los Coyotes Casino project is now advancing in its approval process. With due respect, I urge you and your constituents to help the Tribe as well as the Barstow community by approving the project, and help bring an economic opportunity to the city and surrounding areas. The Tribe and the residents of the City of Barstow, I believe, have been deprived long enough of an economic prosperity brought by project such as this.

I34-1

Thank you so much for your consideration, and I am looking forward for a positive response from your office.

Very respectfully

  
Ernesto Salas, M.D.

RECEIVED BY  
2011 AUG -8 PM 4:31  
PACIFIC REGIONAL  
OFFICE

32867 Valentino Way  
Temecula, CA 92592  
July 25, 2011

Reg. Dir.	<i>all</i>
Dep. Reg. Dir.	
Act. Dir.	
Trng.	<i>DECRMS</i>
Response Required	<i>NO</i>
Date Due	
Attn	
Tele	

Amy Dutschke  
Regional Director, Pacific Regional Office,  
Bureau of Indians Affairs  
2800 Cottage Way, Sacramento, CA 95825

Dear Madame:

My name is Marilyn Salas, a state resident living in Southern California. As a concerned citizen having relatives living in Barstow area, I am excited of the fact that the Los Coyotes Casino project is now advancing in its approval process. With due respect, I urge you and your constituents to help the Tribe as well as the Barstow community by approving the project, and help bring an economic opportunity to the city and surrounding areas. The Tribe and the residents of the City of Barstow, I believe, have been deprived long enough of an economic prosperity brought by project such as this.

I35-1

Thank you so much for your consideration, and I am looking forward for a positive response from your office.

Very respectfully

*Marilyn Salas*  
Marilyn Salas

WRITTEN COMMENT CARD

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(Please write legibly)

Name: Nancy Dittman Organization: None, Christian

Address: 27315 Highview Ave., Barstow, CA 92311

Comment: We have just come out of a drought. I am very concerned about the water issue. I have seldom seen people at a resort be sparing with water. I noticed the big fountain in the proposed casino-resort. I live just over the hill from Lenwood interchange. I don't want to be told I must cut my water usage and then find out you have suites with multiple showerheads. In the desert, we have all been told to use flow restrictors. over

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I36-1

So to be short, I am concerned about  
lavish and wasteful use of water. Our  
water comes from local wells. Sometimes  
they get low and the water gets very hard  
with alkali + minerals. Lots of scale.

Respectfully submitted by Nancy Wetman

August 11, 2011

DEIS comments for Coyotes Band of Cahulla  
and Cupeno Indians Fee to Trust and  
Casino-Hotel Project

RECEIVED

AUG 15 PM 3:4

PACIFIC REGIONAL  
OFFICE

136-1  
cont.

FILED  
AUG 1  
PACIFIC  
OF

## WRITTEN COMMENT CARD

Comment Letter I37

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
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(Please write legibly)

Name: ELIZABETH PISTONE Organization: \_\_\_\_\_

Address: 37188 LOMBARDY AVENUE, BARSTOW, CA 92311

Comment: I AM HIGHLY IN FAVOR OF A CASINO BEING BUILT IN THE  
BARSTOW AREA. IT WOULD NOT ONLY ENHANCE THE ECONOMY OF THE  
INDIAN TRIBES BUT WOULD ALSO BE A BOOST TO BARSTOW'S ECONOMY.

IT WOULD ELIMINATE OUR TAX DOLLARS BEING PAID TO WELFARE  
AND PUBLIC ASSISTANCE RECIPIENTS BY PROVIDING EMPLOYMENT OPPORTUNITIES  
IN THIS REMOTE AREA.

IT WOULD PROVIDE NEW BUSINESS VENTURES AND INCREASE THE STATE  
TAX DOLLARS BY KEEPING CALIFORNIA DOLLARS IN CALIFORNIA.

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*Elizabeth Pistone*

I37-1

WRITTEN COMMENT CARD

DEIRMS

Comment Letter I38

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
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HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM  
2700 Barstow Road, Barstow, California

RECEIVED  
2011 SEP 12 PM 4:04  
PACIFIC REGIONAL  
OFFICE

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDENT OR DROP IN THE WRITTEN COMMENT BOX. COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: Herminia M. James Organization: Retired

Address: 1341 Sunshine Dr. Barstow, CA 92311

Comment: Barstow needs help!! Please consider approving the agreement between the City of Barstow and the Los Coyotes Band of Ahuilla and Cupeño Indians. For over 60 years millions of Californians have been driving by on their way to Las Vegas to gamble. California Legislators and Gov. Jerry Brown should stand up and give Barstow a chance. The other indian tribes and all other interested parties and their reasons for not supporting a

I38-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

Casino in Barstow - Should consider  
what could be the benefits for all of  
California and the tribes !!

Hermania M. James

9/7/11

The Tribe Needs Barstow !!

Barstow needs the Tribe !!

It's all about location !!



ERTC, LLC

Reg Dir \_\_\_\_\_ *adw ✓*  
 Dep Reg Dir \_\_\_\_\_  
 Reg Adm Officer \_\_\_\_\_  
 Route \_\_\_\_\_ *DECRMS*  
 Response Required *ND*  
 Due Date \_\_\_\_\_  
 Memo \_\_\_\_\_ Ltr \_\_\_\_\_  
 Tele \_\_\_\_\_

Ms. Amy Dutschke, Regional Director  
 Pacific Regional Office  
 Bureau of Indian Affairs  
 2800 Cottage Way,  
 Sacramento, California 95825

RE: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indians  
 Fee-to-Trust and Casino-Hotel Project

Dear Ms. Dutschke:

ERTC, LLC submits the following comments and documents in response to the Draft EIS for the above-referenced project. ERTC is a for-profit company that provides training and resources for law enforcement, military agencies, and government entities. ERTC's return address for this matter is: 3635 S. Fort Apache Rd Ste 200-638, Las Vegas, NV 89147

ERTC fully supports the Tribe's goal to diversify and increase its economic activity and revenue. Indeed, ERTC is currently partnering with the Tribe pursuant to a lease agreement to conduct law enforcement and other government training activities on the Reservation, which has generated tens of thousands of dollars in direct revenue payments for the Tribe this year. ERTC has no objection to the Tribe's plans for development of gaming enterprises near Barstow, California, as detailed in "Alternative A" and "Alternative B" in the DEIS.

ERTC's concerns and objections pertain to "Alternative C" and "Alternative D" listed in the DEIS, as these proposals appear to involve Reservation land that is currently leased and being utilized by ERTC, per agreement with the Tribe and the land's individual owners. Copies of the lease agreement and addenda between ERTC, the Tribe, and the individual land owners are enclosed with this letter. Exhibits to the lease and addenda detail the specific areas within the Reservation that are allocated for ERTC's use under the agreement. Both Alternative C and Alternative D would preclude ERTC from exercising its rights under the lease and addenda, and from conducting the current business activities that are benefitting the Tribe. Alternative C and Alternative D would directly and unlawfully infringe ERTC's legal rights under its agreements with the Tribe and the land owners, and would damage the ongoing revenue-generating activity of the Tribe by preventing ERTC from conducting business authorized by the agreements.

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The DEIS contains several statements and representations regarding Alternative C and Alternative D that are materially inaccurate. Examples include:

- Page xxv: Under the heading "Socioeconomic Conditions and Environmental Justice", it is asserted that Alternatives C or D would have moderate or minor "beneficial impact" on the Tribe's economy and employment. In reality, either Alternative would directly damage the Tribe's existing economic and employment base. Both Alternatives would unlawfully prevent ERTC from conducting revenue-generating activity under the lease or hiring Tribal members to work on the site, which ERTC has done from the beginning of the lease and shall continue to do for the entirety of its term.



ERTC, LLC

- Page xxix: Under the heading “Land Use”, it is asserted that Alternatives C or D would have “minimal direct adverse effects on existing land uses.” In reality, either Alternative would unlawfully prevent ERTC’s present and future use of the land for training activities under the lease agreements, and would require the removal of the new training buildings and facilities ERTC will construct on the land and financed for the Tribe at a cost of hundreds of thousands of dollars.
- Page xxxi: Under the heading “Public Services”, it is asserted that Alternatives C or D “will have minimal direct adverse effects on law enforcement services.” Presently, state and federal law enforcement agencies are utilizing the land leased by ERTC to conduct advanced training exercises. As a direct result, the Tribe is establishing beneficial relationships with these agencies, and in the future will enjoy a level of access to and cooperation with these agencies that will significantly enhance the public safety environment on the Reservation. Alternatives C or D would terminate this advance law enforcement training, end the Tribe’s relationships with these state and federal agencies, and deprive the Tribe of a unique opportunity to provide improved public safety and services to its members.

I39-1  
cont.

In closing, ERTC supports approval of either Alternative A or Alternative B in the DEIS for the development of a Tribal gaming enterprise. ERTC objects to Alternative C and Alternative D, as they infringe on existing land use agreements and would negatively impact the current business activity and land use of both ERTC and the Tribe. We look forward to continuing our partnership with the Tribe and helping enhance the economic opportunities for its members. Thank you very much for your consideration.

Sincerely,  
ERTC, LLC

Sean Roach  
Managing Member

ENCLOSURES:  
ERTC/Los Coyotes Lease Agreement and Addenda

**COPY**

**GROUND LEASE**

**BETWEEN**

**THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS,  
a federally recognized Native American Cahuilla Indian tribe,  
AS LANDLORD,**

**AND**

**ERTC, LLC,  
a limited liability corporation organized and existing under the laws of the State of Nevada  
AS TENANT**

**Effective Lease Date: March 1, 2010**

**Amendments Added: November 5, 2010**

**Updated: December 21, 2010**

## LEASE AGREEMENT

THIS GROUND LEASE (this "Lease") is made and entered into as of the effective date set forth in Article I by and between THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS, a federally recognized Native American Cahuilla Indian tribe, as landlord ("Tribe"), and EAGLE ROCK TRAINING CENTER, LLC., as tenant ("ERTC"). Tribe and ERTC are sometimes hereinafter each singularly referred to as a "Party" and collectively referred to as the "Parties."

### RECITALS AND INTRODUCTION

WHEREAS, the Tribe wishes to improve the quality of life for its members through economic development, job creation, and business operations that will lead to increased self-determination and additional opportunities for tribal members;

WHEREAS, because of the location and geographic limitations of the Tribe's reservation, it has been difficult to implement economic development programs and create employment opportunities;

WHEREAS, ERTC is in the business of providing training services to the men and women of law enforcement and the Armed Forces, as well as members of the public, on the safe, responsible use of firearms and safety vehicles, and other appropriate, related skills;

WHEREAS, ERTC needs additional land to construct new training facilities that in turn will develop new training business and opportunities;

WHEREAS, the Tribe has certain land on its reservation that is available and appropriate for the construction and operation of such new training facilities;

WHEREAS, the construction and operation of such new training facilities will assist the Tribe in achieving its goal of creating jobs, generating revenue, and pursuing self-determination;

WHEREAS, it is in the interest of Tribe and ERTC to enter into a business relationship and agreement that will allow both parties to achieve their goals;

WHEREAS, the land-dependent nature of the parties' relationship makes it sensible to structure their agreement as a lease;

NOW THEREFORE, the parties do and hereby agree, covenant, and ordain as follows:

### ARTICLE I - FUNDAMENTAL LEASE TERMS

For convenience, this Article I summarizes certain fundamental economic and business terms of this Lease. If these fundamental terms conflict with the balance of the Lease, the latter shall control.

**Effective Date:** March 1, 2010  
**Reservation:** Approximately twenty-five thousand acres of land in Warner Springs, California, legally described in Exhibit "A" attached hereto ("**Reservation**").  
**Tribe Address:** P.O. Box 189  
Warner Springs, CA 92086  
**ERTC Address:** 3635 S. Fort Apache Road  
Suite 200-638  
Las Vegas, NV 89147  
**Lease Term:** Approximately six years and eleven months, beginning on the Commencement Date and ending on the Expiration Date.  
**Commencement Date:** March 1, 2010  
**Expiration Date:** December 31, 2016  
**Percentage Rental Rate:** 10%

## ARTICLE II - DEMISE OF PREMISES

**2.1 Premises.** For and in consideration of the covenants and agreements contained herein and other valuable consideration, Tribe hereby leases to ERTC and ERTC hereby leases from Tribe, upon the following terms and conditions, that certain real property consisting of approximately twenty-five thousand acres of land more particularly described in Exhibit "A-1" attached hereto and incorporated herein by this reference (the "**Premises**"). The Premises are also generally depicted on the site plan attached hereto as Exhibit "B" and incorporated herein by this reference (the "**Site Plan**"). Exact number of acres, Exhibit A-1, Exhibit B, Exhibit C, and Site Plan shall be negotiated at a later date, and agreed upon by written agreement (and signatures on Site Plans) by both parties.

**2.2 Improvements.** ERTC shall be permitted to construct and/or locate and operate on the Premises improvements generally negotiated and described on Exhibit "C" attached hereto and incorporated herein by this reference (collectively, the "**Improvements**"). The Improvements shall be built or obtained during the course of the Lease Term as the need for such Improvements develops to accommodate ERTC's training activities, as reasonably determined by ERTC. ERTC agrees to provide a written description of any improvements, that shall be approved by the Tribal Chairperson or Administration, prior to construction of such improvements.

**2.3 Tribe's Title to Premises.** Tribe represents that there are no encumbrances or liens that could impair, extinguish or cut off, as applicable, ERTC's leasehold interest granted by this Lease or ERTC's ability to construct the Improvements or occupy or use the Premises as permitted by this Lease.

### ARTICLE III - LEASE TERM

**3.1 Term.** This Lease shall commence on the Commencement Date and shall end on the Expiration Date, with an exclusive follow-on of seven (7) – seven (7) year lease option terms, with BIA approvals.

### ARTICLE IV - RENT

#### **4.1 Percentage Rental.**

**4.1.1** ERTC shall pay to Tribe for each calendar month during the Lease Term (a "Lease Month") "**Percentage Rental**", which shall be determined by taking ERTC's total Net profit, if any, made in or from the Premises during each Lease Month and multiplying the same by the Percentage Rental Rate.

**4.1.2** Percentage Rental shall be paid in monthly installments as follows: commencing in March 2010, or when revenue is generated, on or before the twentieth (20th) day of each calendar month following each Lease Month ERTC shall pay to Tribe a sum of money equal to the product of the Percentage Rental Rate multiplied by the total Net profit, if any, made in or from the Premises during such past Lease Month. In the event that the total of the monthly payment of Percentage Rental for any Lease Month is not equal to the Percentage Rental payable in accordance with Section 4.1.1, the ERTC shall pay to Tribe any deficiency or Tribe shall refund to ERTC any overpayment as the case may be, within thirty (30) days after the Parties' reasonable determination of the discrepancy.

**4.1.3** The term "**NET Profit**" as used in the Lease, means for any period the entire amount of all net profit receipts and sales proceeds measured on a cash accounting basis which are unconditionally received by ERTC from all sales of services or merchandise conducted in or from the Premises. Net Profit shall not include, however, any sums collected and paid out for sales or excise tax imposed by any governmental authority, nor the amount of any cash or credit refund made upon any transaction included in Sales. ERTC makes no guarantees or assurances as to the amount of Net Profit which ERTC might obtain.

**4.1.4** On or before the twentieth (20th) day of each calendar month following each Lease Month during the Lease Term, ERTC shall prepare and deliver to Tribe a statement of Net Profit made during the preceding calendar month as calculated by ERTC.

**4.1.5** ERTC shall keep at its Corporate Headquarters in Warner Springs, California, a permanent, accurate set of books and records of all sales of merchandise and services revenue derived from ERTC's business conducted in the Premises, and all supporting records such as tax reports and banking records. All such books and records for any Lease Month shall be retained and preserved for at least twelve (12) months after the end of the applicable Lease Month. ERTC shall make said books and records available to the Tribe, at the business office of Los Coyotes Tribe, upon reasonable notice.

**4.1.6** Tribe shall have the right, from time to time at Tribe's expense, to make or cause to be made a special audit of all books and records, wherever located, pertaining to the business conducted in or from the Premises and by an auditor reasonably acceptable to both

Parties. Provided, however, if such audit shall disclose that any statements provided to Tribe misstate Net profit made during the reporting period of the statement by more than ten percent (10%), then ERTC shall pay to Tribe on demand, as additional Rent, the reasonable cost of such audit. ERTC shall promptly pay to Tribe any deficiency or Tribe shall promptly refund to ERTC any overpayment as the case may be, which is established by such audit.

**4.2 Rent.** The Percentage Rental and any other amounts required to be paid by ERTC to Tribe hereunder, are sometimes collectively referred to as, and shall constitute, "Rent".

**4.3 Payment of Rent.** All Rent shall be made payable to Tribe and sent to Tribe's address set forth in Article I, or to such other person or persons or at such other place as may be designated by notice from Tribe to ERTC, from time to time, and shall be made in United States currency which shall be legal tender for all debts, public and private. Notwithstanding the foregoing, "Taxes" (as defined in Section 5.3 below) shall be payable to the parties to whom they are due, except as otherwise provided herein. ERTC's obligation to pay Rent hereunder shall not be deemed a waiver of any right of ERTC against Tribe for a breach of Tribe's obligations under this Lease.

## ARTICLE V - TAXES

**5.1 Real Estate Taxes.** "Real Estate Taxes" means all real estate taxes and assessments for betterments and improvements that are levied or assessed on the Premises by any lawful authority. Tribe has represented to ERTC the Premises and the Improvements, owned by the Tribe, are exempt from Real Estate Taxes.

**5.2 Personal Property Taxes.** ERTC shall pay when due any and all personal property taxes assessed on ERTC's personal property on the Premises.

**5.3 Other Taxes.** Subject to Sections 5.1. and 5.2, ERTC shall pay when due all other taxes, assessments, water rents, sewer rents and charges, duties, impositions, license and permit fees, and charges for public utilities applicable to the Premises, together with any interest or penalties imposed upon the late payment thereof (unless the failure to make such payment is the fault of Tribe), which shall have been or shall be levied, charged, assessed, imposed upon or grow or become lawfully due and payable, and income payable by ERTC or on account of any use of the Premises and such franchises as may be appurtenant to the use and occupation of the Premises. The taxes described in Sections 5.1 and 5.2 above and this Section 5.3 are hereinafter collectively referred to as "Tax" or "Taxes".

## ARTICLE VI - COMMON AREAS

**6.1 Common Areas.** "Common Areas" shall mean all roads, areas, improvements, utilities, facilities, installations and equipment within those portions of the Reservation outside the Premises owned by Tribe reasonably necessary to be used by ERTC for ERTC's use of or access to the Premises. Tribe hereby grants to ERTC, its licensees, sublessees, concessionaires, successors and assigns, and its and their employees, agents, licensees, customers and invitees the non-exclusive easement and right to use and maintain the Common Areas during the term hereof and any extensions thereof, without interruption, so long as ERTC is in compliance with the terms of this Agreement.

**6.2 Operation and Maintenance of Common Areas.** Except for those roads north of "Middle Fork" on the Reservation which shall be maintained (except for any damage or blockage caused by the negligence or intentional acts of Tribe) by ERTC at ERTC's expense, Tribe shall be responsible for the operation, maintenance and repair of the Common Areas in accordance with all applicable laws and at least in a manner consistent with its past practices and which allows all roads therein to be passable.

## ARTICLE VII - UTILITIES

**7.1 Utility Usage.** ERTC shall pay the applicable utility companies or governmental agencies directly for all utilities provided to or consumed on the Premises. Tribe shall not take, or expressly permit any occupant of that portion of the Reservation outside the Premises (the "**Remainder Reservation Property**") or any person claiming under Tribe or any such occupant to take, any action which shall interrupt or interfere with any utility, electric, gas, water, sewage or telephone service to the Premises.

**7.2 Utility Repair.** If repair is necessary to utility conduits or other equipment in, on or under the Remainder Reservation Property in order to service the Premises with such utilities, Tribe shall cooperate with ERTC to allow and cause such repairs to be made at ERTC's expense.

## ARTICLE VIII - USE AND ASSIGNMENT

**8.1 Use.** The Premises may be used for any lawful purpose consistent, ancillary or in furtherance of the construction, location or placement of the Improvements and the conducting of the activities generally described on **Exhibit "D"** attached hereto and incorporated by reference (the "**Permitted Use**").

**8.2 Compliance.** Although such standards do not apply on the Tribe's sovereign land, ERTC agrees that all Improvements will be placed, built, and operated in accordance with the United States Environmental Protection Agency's "Best Management Practices for Outdoor Ranges" (EPA-902-B-01-001). In addition, with reasonable prior written notice, ERTC shall allow Tribe at ERTC's cost and expense to conduct an environmental review of ERTC's facilities and operations, provided Tribe cooperates to minimize any detrimental impact on ERTC's operations and use of the Improvements. The environmental review will be conducted by the Tribe pursuant to its environmental policies.

**8.3 Preferences in Hiring & 8(a) Assistance.** For the construction of Improvements and for other jobs (full-time and part-time) that may from time to time arise, ERTC will give first preference accordance with the Tribe's Tribal Employment Rights Ordinance ("TERO") to the hiring of tribal members who are qualified. Alternatively, to the extent that the Tribe or its members wish to form a General or Special Trade Construction entity that will apply for SBA 8(a) status as a company owned by socially and/or economically disadvantaged individuals, ERTC agrees to assist that entity in obtaining the necessary experience and record of business operations in the construction field. Specifically, to help the tribal entity meet the SBA's minimum experience requirements and minimum operational period of two years, ERTC will give first preference to contracting with the Tribe's newly formed or existing General or Special

Trade Construction entity, which will in turn employ tribal members to construct and maintain the necessary Improvements on the Premises.

**8.4 Assignment and Subletting.** ERTC may assign this Lease or sublet or otherwise transfer all or any part of the Premises with Tribe's prior written consent not to be unreasonably withheld or delayed, provided that ERTC shall remain liable for the payment of all rent and other charges to Tribe hereunder.

**8.5 Tribe's Alterations to the Common Area.** Tribe agrees not to alter the configuration of the Common Areas from those shown on the Site Plan without first obtaining ERTC's prior written consent, which shall not be unreasonably withheld or delayed.

**8.6 Hours of Operation.** ERTC shall conduct training exercises only from dawn to dusk, with an occasional nighttime session as needed, which shall not run past midnight. Such nighttime sessions are limited to ten per quarter, and shall be approved by, and negotiated as soon as possible with Tribal Administration.

#### **ARTICLE IX - MAINTENANCE AND REPAIRS AND CONDITION OF PREMISES**

**9.1 Maintenance, Alterations and Repairs.** ERTC shall have sole responsibility for maintaining the Improvements throughout the Term. Maintenance of Improvements shall be performed by the Tribe, at ERTC's expense, in conjunction with TERO, unless there are no tribal members with sufficient expertise or available when needed. ERTC shall have the right to make from time to time interior, structural and nonstructural repairs, alterations and additions to the Premises and Improvements that are appropriate or reasonably necessary for the Permitted Use. Tribe agrees to execute any and all instruments necessary to obtain licenses and permits from the applicable governmental authorities in order to allow ERTC to make such repairs and/or alterations.

**9.2 Fixtures and ERTC's Personal Property; Ownership of Improvements.** Except for utility infrastructure, any equipment or improvements leased by ERTC from a third party and any inventory, trade fixtures, furniture, machinery and equipment that ERTC uses or installs on the Premises prior to or during the Lease Term, whether or not the law deems it to be part of the realty, and any other personal property shall remain ERTC's property and may be removed by ERTC (collectively, "**ERTC's Personal Property**").

**9.3 Liens.** Each Party hereto shall promptly pay when due the entire cost of all work done by such party to the Premises and such Party shall keep the Premises free of liens for labor or materials. Should mechanics', materialmen's or other liens be filed against the Premises by reason of the acts of either Party hereto, such Party shall cause the lien to be canceled and discharged of record by bond or otherwise within thirty (30) days of receiving actual notice of such lien.

**9.4 Alterations.** Tribe shall not be responsible for the cost of any alterations of or repairs to the Premises of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties except to the extent caused by its negligence or intentional misconduct.

## ARTICLE X - MUTUAL INDEMNIFICATION

**10.1 Mutual Indemnification.** Except as provided below, Tribe and ERTC shall each Indemnify (as defined below) the other from and against any and all claims, damages and liabilities arising from injury to any person, persons or property or loss of life arising out of the use, operation or maintenance of the Reservation or Premises by Tribe and ERTC, as applicable. "Indemnify" means that a Party ("Indemnitor") shall indemnify, protect and defend the other Party ("Indemnitee") from and against all loss, claims, actions, liens (including mechanics' liens), proceedings, liability, damages, costs or expenses, including Indemnitee's reasonable attorneys' fees incurred in defending itself against any "loss" or enforcing an owner's duty to Indemnify (collectively, "loss"), resulting from the death, bodily injury or personal injury of any person or physical damage to, or, in the case of a mechanics' lien, economic loss of, any property arising out of the specified matters and/or the specified duties or conduct of the Indemnitor or its agents and employees, provided that neither Party shall be responsible for any loss of profits or other similar consequential damages of the other Party. An Indemnitee includes a Party and its officers, directors, partners, agents and employees. The duty to Indemnify shall be conditioned on the Indemnitee adequately notifying the Indemnitor of the circumstances entitling the Indemnitee to Indemnity so as to permit the Indemnitor to provide Indemnity. In furtherance of this intention, Tribe expressly waives any and all rights conferred upon it by applicable law and expressly consents that this waiver and release shall be given full force and effect according to each and all of its express terms and provisions. Tribe further waives Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Tribe hereby understands and acknowledges the significance and consequences of such release and specific waiver and has been advised by independent legal counsel concerning the same.



Tribe's initials

## ARTICLE XI - INSURANCE

**11.1 Insurance Requirements.** ERTC shall procure and maintain throughout the Lease Term policies of insurance from insurance companies authorized to do business in the State of California. The policy and certificate(s) of insurance must provide for the following:

(a) Commercial General Liability; Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The certificate of insurance or a policy endorsement must include an acceptable "Waiver of Subrogation" in favor of the Tribe. The certificate of insurance must name Tribe as an additional insured.

(b) Automobile Liability: for personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.

(c) Workers' Compensation and Employer's Liability: ERTC shall comply with the laws of the State of California with respect to its worker's compensation coverage.

ERTC shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by the Tribe, which satisfies the following minimum requirements;

(a) An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or

(b) A Lloyd's of London program provided by syndicates of Lloyd's of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.

Certificates of insurance shall be filed with the Tribe. ERTC is responsible for ensuring that its carrier(s) send Tribe updated certificates of insurance throughout the Lease Term. All insurance shall include the Tribe as an additional insured. Each certificate of insurance shall state that the policies may not be cancelled without first giving thirty (30) days advance written notice to Tribe. For purpose of this notice requirement, any material change in the policy prior to its expiration may be considered cancellation.

## ARTICLE XII - SELF HELP

**12.1 Self Help.** If either Party defaults in the performance of any obligation (including obligations to reimburse or pay money hereunder) imposed on it by this Lease and does not cure such default within twenty (20) days after written notice from the other Party specifying the default (or does not within said period commence and diligently proceed to cure such default), the other Party, without waiver of or prejudice to any other right or remedy it may have, shall have the right, at any time thereafter, to cure such default for the account of the defaulting Party, if applicable, and the defaulting Party shall reimburse the other party upon invoice for any amount paid and any expense or contractual liability so incurred (which, in the case of a monetary default, shall be the amount of money owed by the defaulting Party).

In the event of emergencies, or where necessary to prevent injury to persons or damage to property, either Party may cure a default by the other before the expiration of the prescribed notice period, but after giving such written or oral notice to the other Party as is practical under the circumstances.

## ARTICLE XIII - DEFAULT

**13.1 Remedies upon ERTC's Default.** In the event ERTC shall at any time be in default in the payment of rent or other charges herein required to be paid by ERTC or in the observance or performance of any of the other covenants and agreements required to be performed and observed by ERTC hereunder, and any such default shall continue for a period of fifteen (15) days after written notice to ERTC for monetary obligations and thirty (30) days after written notice to ERTC for all other obligations (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, and ERTC has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecutes the same to completion), then Tribe shall have such remedies available to Tribe at law or in equity, including the option to terminate the Lease and recover unpaid Rent accrued as of the time of termination. Alternatively, if Tribe does not elect to terminate this Lease on account of any uncured default by ERTC, Tribe may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

**13.2 Remedies upon Tribe's Default.** In the event Tribe shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tribe hereunder and any such default shall continue for a period of thirty (30) days after written notice to Tribe (or if such default is incapable of being cured in a reasonable manner within thirty (30) days and if Tribe has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecutes the same to completion), and Tribe shall not thereafter cure such default, ERTC shall be entitled, at its election, to exercise concurrently or successively any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the United States or the state in which the Reservation is located:

(a) To bring suit for the collection of any amounts for which Tribe may be in default, or for the performance of any other covenant or agreement devolving upon Tribe, without terminating this Lease; and/or

(b) Terminate this Lease upon thirty (30) days' written notice to Tribe, without waiving ERTC's rights to damages for Tribe's failure to perform its obligations hereunder. In the event ERTC elects to terminate this Lease as aforesaid, all rights and obligations of ERTC, and of any permitted successors or assigns, shall cease and terminate, except that ERTC shall have and retain full right to sue for and collect all amounts for the payment of which Tribe shall then be in default and all damages to ERTC by reason of any such breach.

In the event that either Tribe or ERTC commences any suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, each Party shall be responsible for its own respective costs and expenses including, but not limited to, all attorneys' fees and expenses incurred in enforcing such obligations and/or collecting such amounts.

**13.3 Remedies Cumulative.** All remedies of Tribe or ERTC herein created or remedies otherwise existing at law or in equity are cumulative and the exercise of one or more

rights or remedies shall not be taken to exclude or waive the right to the exercise of any other, provided that in no event shall either Party have the right to consequential or punitive damages for the other Party's default. Except as limited hereinabove, all rights and remedies may be exercised and enforced concurrently and whenever and as often as Tribe or ERTC shall deem necessary.

#### **ARTICLE XIV - COVENANT OF QUIET ENJOYMENT, WASTE NUISANCE AND TRESPASS**

##### **14.1 Covenant of Quiet Enjoyment**

(a) Tribe agrees that, provided ERTC is not in default under this Lease, ERTC shall quietly and peaceably hold, possess and enjoy the Premises and the non-exclusive use of the Common Areas of the Reservation for the Lease Term, or any extension thereof, without any hindrance or molestation by the agents or employees of Tribe, and further, Tribe shall defend the title to the Premises and the use and occupancy of the same and the Common Areas by ERTC against the lawful claims of all persons whosoever, except those claiming by or through ERTC. Cost of such defense shall be paid by ERTC.

(b) Tribe shall not enter into or agree to modify, amend, revise or change any documents, including any declarations, easements, restrictions or other similar instruments ("**Declarations**") that are or may be recorded against the Reservation or the Premises in a manner that materially and adversely impacts the Premises, or the rights and/or obligations of ERTC, without first obtaining the prior written consent of ERTC, which consent shall not be unreasonably withheld or delayed. Tribe and ERTC covenants that in the event an agency or agencies who claim to have jurisdiction attempt to impose any rules or regulations over the Premises and the Common Areas, Tribe and ERTC shall cooperate to address the agency's or agencies' efforts.

**14.2 Waste, Nuisance and Trespass.** ERTC, and the Tribe, shall not commit, or permit others to commit, any waste on the Premises or Common Areas. Except as required to access the Premises, ERTC shall not trespass, or permit others to trespass, upon the remaining Reservation. ERTC shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Common Areas or Premises. ERTC shall not use or permit the use of the Common Areas or Premises for any unlawful purposes, or for any purposes not authorized pursuant to this Agreement. Tribal members will not Trespass or have access to, without ERTC permission, those ERTC areas covered under this lease. (See site plan)

#### **ARTICLE XV - TRANSFERS BY TRIBE**

**15.1 Transfers of Tribe's Interest.** No transfer or sale of Tribe's interest hereunder shall release Tribe from any of its obligations or duties hereunder prior thereto. Tribe shall be released of any ongoing obligations or duties hereunder from and after the date of such transfer and upon the assumption of all such obligations and duties by the transferee of Tribe.

## ARTICLE XVI - MISCELLANEOUS

**16.1 Holding Over.** In the event of ERTC's continued occupancy of the Premises after the expiration of the Lease Term or any renewal or extension thereof, or any earlier termination provided or permitted by this Lease with the consent of Tribe, such tenancy shall be deemed a month-to-month tenancy at a rate of 110% of the Percentage Rental Rate. This amount shall become due, but such continued occupancy shall not defeat Tribe's right to possession of the Premises and this clause makes no claim to the contrary to such right. All covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy.

**16.2 Non-Waiver of Default.** No acquiescence by either Party to any default by the other Party shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition..

**16.3 Notice.** Any notice, request, offer, approval, consent or other communication required or permitted to be given by or on behalf of either Party to the other shall be given or communicated in writing by personal delivery, reputable overnight courier service which keeps receipts of deliveries (*e.g.*, Federal Express), or United States certified mail (return receipt requested with postage fully prepaid) or express mail service addressed to the other Party as follows:

If to ERTC:            Mr. Brian Bonfiglio  
                              P.O. Box 70  
                              Warner Springs, CA 92086

Copy to:                Mr. Sean Roach  
                              3635 S. Fort Apache Road  
                              Suite 200-638  
                              Las Vegas, NV 89147

If to Tribe  
By U.S. Mail:        Ms. Francine Kupsch  
                              P.O. Box 189  
                              Warner Springs, CA 92086

If to Tribe  
By Courier:            Ms. Francine Kupsch  
                              2300 Camino San Ygnacio  
                              Warner Springs, CA 92086

or at such other address as may be specified from time to time in writing by either Party. All such notices hereunder shall be deemed to have been given on the date personally delivered or the date marked on the return receipt, unless delivery is refused or cannot be made, in which case the date of postmark shall be deemed the date notice has been given.

**16.4 Successors and Assigns.** All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the Parties hereto and their respective heirs, executors, administrators, successors (including subtenants), and assigns.

**16.5 Partial Invalidity.** If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

**16.6 Interpretation.** In interpreting this Lease in its entirety, any additions written or typed thereon and agreed upon by the Parties shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either Party hereto. This Lease shall be construed without regard to any presumption or other rule requiring construction against the Parties causing this Lease to be drafted.

**16.7 Headings, Captions and References.** The Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof", "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

**16.8 Brokerage Commissions.** Tribe and ERTC each represents and warrants to the other that there are no brokers' or finders' fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this Lease, or on behalf of either of them.

**16.9 Governing Law.** This Lease shall be construed under the laws of the State of California.

**16.10 Exemption from Subdivision Map Act.** Tribe represents to ERTC that this Lease and the lease of the Premises are exempt from or comply with all requirements of the California Subdivision Map Act.

**16.11 Execution of Documents.** Tribe and ERTC shall each cooperate with the other and execute such documents as the other Party may reasonably require or request so as to enable it to conduct its operations, so long as the requested conduct or execution of documents does not derogate or alter the powers, rights, duties and responsibilities of the respective Parties.

**16.12 Toxic Waste.** Tribe represents and warrants to ERTC that, to Tribe's actual knowledge, except as set forth below, (a) no portion of the Reservation, including the soil, groundwater and soil vapor (collectively, "**Property**"), contains a Hazardous Substance, (b) Tribe is not subject to any existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation or ordinance pertaining to air and water quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances, air emissions, and other environmental matters, (c) any handling, transportation, storage, treatment or use of Hazardous Substances that has occurred on the

Property to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances, and (d) no leak, spill, release, discharge, emission or disposal of Hazardous Substances has occurred on the Property to date. "**Hazardous Substances**" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as (a) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws, or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "**Hazardous Substances**" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("**PCBs**"), petroleum and petroleum-based derivatives, and urea formaldehyde.

Neither Tribe nor ERTC, nor any of their respective agents, representatives or employees shall release or spill any Hazardous Substances in, on or about the Reservation nor otherwise use or expressly permit any other occupant or tenant of the Reservation to use Hazardous Substances in, on or about the Reservation, except in compliance with applicable laws. Each party shall be responsible taking all steps necessary to promptly remove or otherwise abate all such Hazardous Substances in accordance with all applicable rules, regulations and laws that such party causes to occur.

Unless caused by ERTC, its agents, representatives, employees or invitees, as will be addressed in the next paragraph, if at any time Hazardous Substances (excluding those existing on, under or about the Reservation, including, without limitation, the Premises, prior to the date of this Lease) are determined to have migrated onto the Reservation or otherwise exist on, under or about the Premises following the date of this Lease, and such Hazardous Substances are likely to have a detrimental impact upon ERTC's ability to fulfill the terms of this Agreement, Tribe shall take all steps necessary to promptly remove or otherwise abate, or cause to be removed or otherwise abated all such Hazardous Substances in accordance with all applicable rules, regulations and laws ("**Remediation Obligation**"), and Tribe shall indemnify, defend, protect and hold harmless ERTC and its agents, representatives, employees and mortgagees from and against all claims, liabilities and costs (including reasonable attorneys' fees and related expenses, but excluding punitive or consequential damages) relating thereto. Tribe shall use its best efforts not to materially interfere with the conduct of ERTC's business during any such removal or abatement process. Nothing herein shall be deemed to limit any other rights or remedies to which ERTC may be entitled by reason of the existence of Hazardous Substances. Without limiting

any of the other rights of ERTC hereinabove described, Tribe agrees that ERTC shall not be liable for any of the costs that it incurs in performing the Remediation Obligation. If Tribe fails to perform, or to commence performance of, the Remediation Obligation as required herein within thirty (30) days following written notice to Tribe of the existence of the Remediation Obligation, ERTC may perform such Remediation Obligation, in which event Tribe shall reimburse ERTC for its reasonable costs incurred in connection therewith, plus interest at the rate of 12% per annum (the "**Interest Rate**"), within thirty (30) days after delivery to Tribe of reasonably detailed invoices evidencing ERTC's expenditures in performing the Remediation Obligation, and if Tribe fails to reimburse ERTC as provided herein, ERTC shall be entitled to offset against Rent ERTC's costs of performing the Remediation that have not be reimbursed by Tribe, together with interest at the Interest Rate.

All exceptions to the foregoing representations and warranties are listed below (if there are no exceptions, write "No Exceptions"):

NO EXCEPTIONS

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(Tribe's Initials)

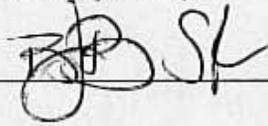
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If at any time Hazardous Substances are determined to have been unlawfully spilled or released in, on, or about the Reservation by ERTC, its agents, representatives, employees, customers or invitees, ERTC shall take all steps necessary to promptly remove or otherwise abate, or cause to be removed or otherwise abated, all such Hazardous Substances in accordance with all applicable rules, regulations and laws ("**Remediation Obligation**"), and ERTC shall indemnify, defend, protect and hold harmless the Tribe and its agents, representatives, employees and mortgagees from and against all claims, liabilities and costs (including reasonable attorneys' fees and related expenses, including punitive or consequential damages) relating thereto. ERTC shall use its best efforts not to materially interfere with the conduct of Tribe's business during any such removal or abatement process. Nothing herein shall be deemed to limit any other rights or remedies to which Tribe may be entitled by reason of the existence of Hazardous Substances. Without limiting any of the other rights of Tribe hereinabove described, ERTC agrees that Tribe shall not be liable for any of the costs that it incurs in performing the Remediation Obligation. If ERTC fails to perform, or to commence performance of, the Remediation Obligation as required herein within thirty (30) days following written notice to ERTC of the existence of the Remediation Obligation, Tribe may perform such Remediation Obligation, in which event ERTC shall reimburse Tribe for its reasonable costs incurred in connection therewith, plus interest at the rate of 12% per annum (the "**Interest Rate**"), within thirty (30) days after delivery to ERTC of reasonably detailed invoices evidencing Tribe's expenditures in performing the Remediation Obligation, and if ERTC fails to reimburse Tribe as provided herein, Tribe shall have the option to include the costs of performing the Remediation that have not be reimbursed by ERTC, together with interest at the Interest Rate, with the Rent owed, or alternatively declare ERTC to be in breach of this Agreement, and resort to any and all available remedies.

All exceptions to the foregoing representations and warranties are listed below (if there are no exceptions, write "No Exceptions"):

NO EXCEPTIONS

(ERTC's Initials)



**16.13 Recycling, Environmental Programs.** Because of Tribe's strong desire to protect the natural resources, the environment, and quality of life on the Reservation, ERTC agrees to implement an environmental program that best minimizes the effects of the Permitted Uses on the Reservation. These programs shall include, but not be limited to, a lead recycling program operated by the Tribe, and other recycling programs, clean-water initiatives, etc.

**16.14 Force Majeure.** "Force Majeure" is any of the following events that are beyond the reasonable control of, and not the fault of, the nonperforming party that materially prevents, delays, retards or hinders a Party's performance of its duties hereunder: acts of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob violence; sabotage; vandalism; failure of transportation; strikes; lockouts; governmental, civil, military or naval authorities; enactment of a law or regulation which renders performance illegal; or any other cause, whether similar or dissimilar to the foregoing, not within such Party's control. Whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended (unless otherwise specifically provided elsewhere in this Lease) so as to take into account events of "Force Majeure." Provided the nonperforming party must take reasonable actions to mitigate damages caused by the events of Force Majeure and must show the Force Majeure event prevented some or all of its performance.

**16.15 Effectiveness and Changes.** This Lease shall not be deemed effective for any purpose or binding on either Party hereto unless and until the date this Lease is signed by both Parties and a fully executed copy is delivered to and received by both Parties. Any changes to this Agreement must be agreed upon by both parties and all changes shall be initialed on this document by both parties or provided in written addendums of changes, signed by both parties.

**16.16 Tribe's Waiver of Sovereign Immunity.** The Tribe irrevocably grants ERTC, its agents, successors, and counsel, a waiver of the Tribe's sovereign immunity from suit on claims arising from or related to the parties' relationship and/or this Lease. This waiver encompasses all suits in law or equity, for damages, or injunctive or declaratory relief. The tribe consents to the jurisdiction of the United States District Court for the Southern District of California and/or the Superior Court of California in the County of San Diego, and any federal or state court having appellate jurisdiction thereover. The Tribe agrees to accept and be bound by any judgment and/or order from or by the aforementioned courts. Accordingly, the Tribe waives the right to have any dispute, controversy, suit, or any proceeding heard in a tribal forum, council, tribunal, or adjudicative body. The Tribe represents it will not seek to revoke, limit, impair, or renounce these waivers, and acknowledges that the waivers also apply to suits against the Tribe for any attempt to do the same.

**16.17 Integration.** The terms of this Lease (including the Exhibits hereto) are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written). The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not restricted for or against any party. Any modification to the terms of this Lease must be evidenced in writing, signed by the Parties authorized to execute this Lease.

**16.18 No Partnership.** It is expressly understood that by entering into this Lease neither party does, in any way or for any purpose, become a partner of the other party in the conduct of its business, or otherwise, or joint venturer or member of a joint enterprise with the other party hereto.

**16.19 Time of Essence.** Time is of the essence of each and every provision of this Lease.

**16.20 Cost of Performance.** Except as provided for otherwise within this Agreement, each of the covenants and obligations of the parties set forth herein shall be performed at the sole cost and expense of the party required to perform or cause performance of such covenant or obligation.

**16.21 Organization; Authority.** Each Party represents and warrants to the other that: (i) such Party is validly existing under the laws of the state of its establishment, with full power and authority to enter into and comply with the terms of this Lease and is qualified to do business in the State of California; (ii) this Lease has been duly and validly authorized, executed and delivered by such Party and no other action is requisite to the valid and binding execution, delivery and performance of this Lease by such Party; (iii) this Lease and such Party's performance of the obligations in this Lease do not and will not contravene any provision of any present judgment, order, decree, writ or injunction, or any provision of any law or regulation currently applicable to such Party; and (iv) neither this Lease nor anything provided to be done under this Lease shall constitute or result in a default, breach or violation of any covenant, agreement, instrument, document or understanding to which such Party is bound.

**16.22 Binding Effect of Documents.** Each Party represents and warrants to the other Party that this Lease and the other documents to be executed by such representing Party pursuant to this Lease will have been duly entered into by such Party and will constitute legal, valid and binding obligations of such Party.

**16.23 Pending Litigation or Proceedings.** Tribe represents and warrants to ERTC that Tribe has not received actual notice of any (i) pending claims, suits, actions or arbitrations, or any regulatory, legal, or other proceedings or investigations affecting the Premises or Reservation or Tribe's rights and obligations under this Lease, or (ii) any contemplated condemnation, eminent domain, or similar proceedings, for the Premises or Reservation. ERTC represents and warrants to Tribe that ERTC has no actual notice of any pending claims, suits,

actions or arbitrations, or any regulatory, legal, or other proceedings or investigations that would affect ERTC's ability to enter into this Lease, or ERTC's rights and obligations under this Lease,

**16.24 Violation of Law.** Tribe and ERTC represent and warrant to the other that it has not received any actual notice of any violation of any laws, ordinances, rules or administrative or judicial orders affecting or regarding the Premises or the Reservation or its ability to execute this Lease.

**16.25 Uses Acceptable.** Tribe represents and warrants to ERTC that this Lease and the Permitted Uses are acceptable to its members, including those living full-time or part-time on the Reservation. Notwithstanding any other provision of this Lease, the Tribe agrees to indemnify, protect, and defend ERTC from any suit or claim of nuisance or any similar or related claim by any of the Tribe's members and all losses and damages relating or arising out of the same.

## ARTICLE XVII - ERTC'S EXCLUSIVE RIGHTS

### 17.1 ERTC's Exclusive Rights

Tribe hereby agrees that so long as ERTC is a tenant of the Tribe for the Premises, Tribe shall not lease, license, or permit any other party to use or occupy any part of the Reservation for a use which competes with or is substantially similar to the Permitted Use. This covenant shall run with the land for the duration of ERTC's occupancy. However, this non-competition, exclusive-rights clause shall not affect the Tribe's right to continue operating its campground on the reservation, along with clearly related uses. This non-competition, exclusive-rights clause shall not be construed as applying to International Security Academy, which will run the driver-training operations with ERTC's consent.

## ARTICLE XVIII - ERTC'S RIGHT OF FIRST REFUSAL

### 18.1 ERTC's Right of First Refusal.

Tribe hereby grants ERTC a right of first refusal (the "ERTC's Right of First Refusal") as follows:

If at anytime Tribe intends to accept a bona fide offer to allow any third party to use, occupy, lease, or purchase any or all of the Premises, during the period commencing upon the Expiration Date of this Lease and ending twenty-four months thereafter (a "**Pending Offer**"), Tribe shall give ERTC written notice (a "**Tribe Option Notice**") together with the terms under the Pending Offer (the "**Option Terms**"). Within twenty (20) days after ERTC's receipt of such written notice of such Pending Offer, ERTC shall deliver to Tribe written notice that ERTC either (i) elects to exercise ERTC's Right of First Refusal (the "**Exercise Notice**"), or (ii) elects not to exercise ERTC's Right of First Refusal (a "**Waiver Notice**").

If ERTC timely delivers an Exercise Notice with respect to a Tribe Option Notice, Tribe shall be deemed to have agreed to enter into an agreement ("**Agreement**") with ERTC under the Option Terms and such additional ancillary but not inconsistent terms as are reasonably acceptable to the Parties, and the Parties shall use good faith efforts to prepare and execute a final written form of the Agreement setting forth the final terms. If notwithstanding such good

faith efforts ERTC and Tribe are unable to agree in writing on the final form of Agreement within thirty (30) days after ERTC's delivery of the Exercise Notice then either Party may discontinue negotiations and Tribe shall be free to enter into such written Agreement on terms refused by ERTC during Tribe's and ERTC's previous negotiations with any third party within thirty (30) days after the termination of ERTC's and Tribe's negotiations; provided, however, if Tribe elects to offer to a third party a written Agreement with terms different than refused by ERTC then Tribe must allow ERTC to exercise it's ERTC's Right of First Refusal again in accordance with the above-described procedures before entering into the Agreement with a third party.

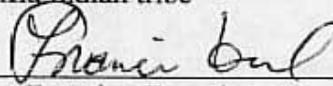
Similarly, if ERTC delivers a Waiver Notice after receiving a Tribe Option Notice, Tribe shall be free to enter into an Agreement under the Option Terms with any third party within (30) days after ERTC's delivery of the Waiver Notice; provided, however, if Tribe elects to offer to a third party a written Agreement with terms different from the Option Terms refused by ERTC then Tribe must allow ERTC to exercise it's ERTC's Right of First Refusal again in accordance with the above-described procedures before entering into an Agreement with a third party.

Notwithstanding any provision to the contrary in this Lease, the terms of this Section 20 shall survive the expiration or termination of this Lease for any reason other than a default by ERTC.

IN WITNESS WHEREOF, this Lease has been executed as of the date written above.

**"TRIBE"**

The Los Coyotes Band of Cahuilla and Cupeno  
Indians, a federally recognized Native American  
Cahuilla Indian tribe

By: 

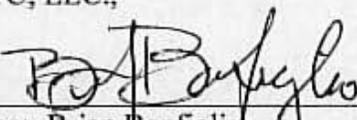
Name: Francine Kupsch

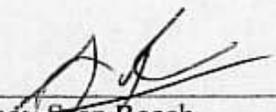
Title: Tribal Spokesperson

[TRIBAL STAMP AND ASSEMBLY/COUNCIL  
RATIFICATION TO BE INSERTED BELOW]

**"ERTC"**

ERTC, LLC.,

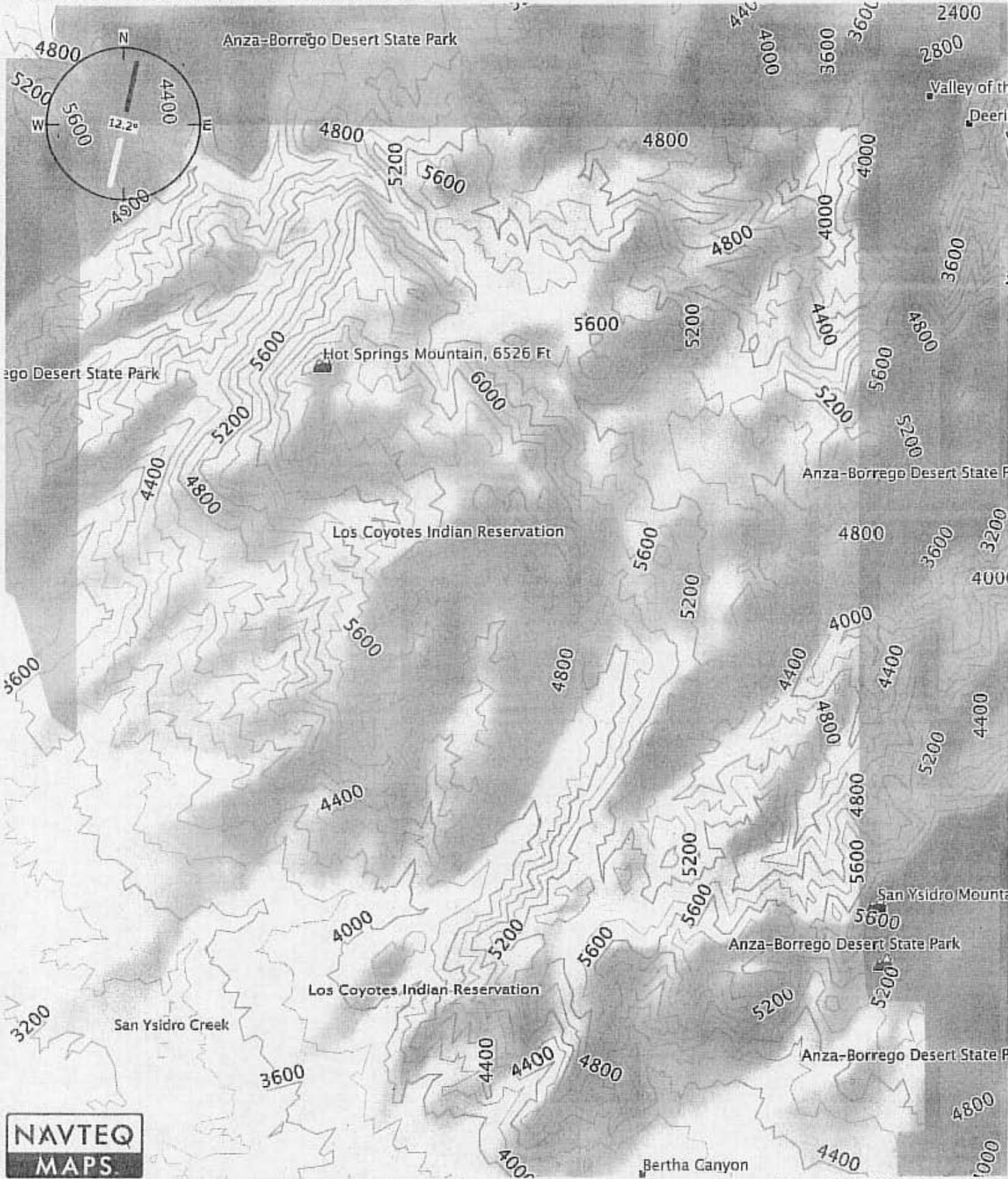
By:   
Name: Brian Bonfiglio  
Title: Member & Co-Founder

By:   
Name: Sean Roach  
Title: Member & Co-Founder

**LIST OF EXHIBITS**

- Exhibit A - Legal Description of Reservation
- Exhibit A-1 - Legal Description of Premises
- Exhibit B - Site Plan
- Exhibit C - General Description of Improvements and Use





**NAVTEQ  
MAPS**

Topo U.S. 24K West  
© 2008 NAVTEQ. All Rights Reserved. ©  
Garmin Ltd. or its Subsidiaries  
1995-2009.

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N33 13.398 W116 28.748

**GARMIN**

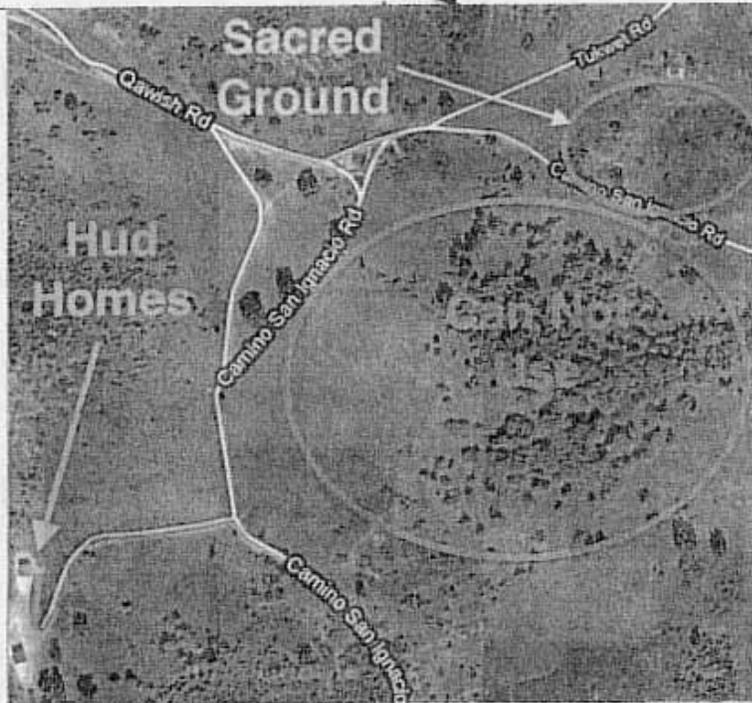
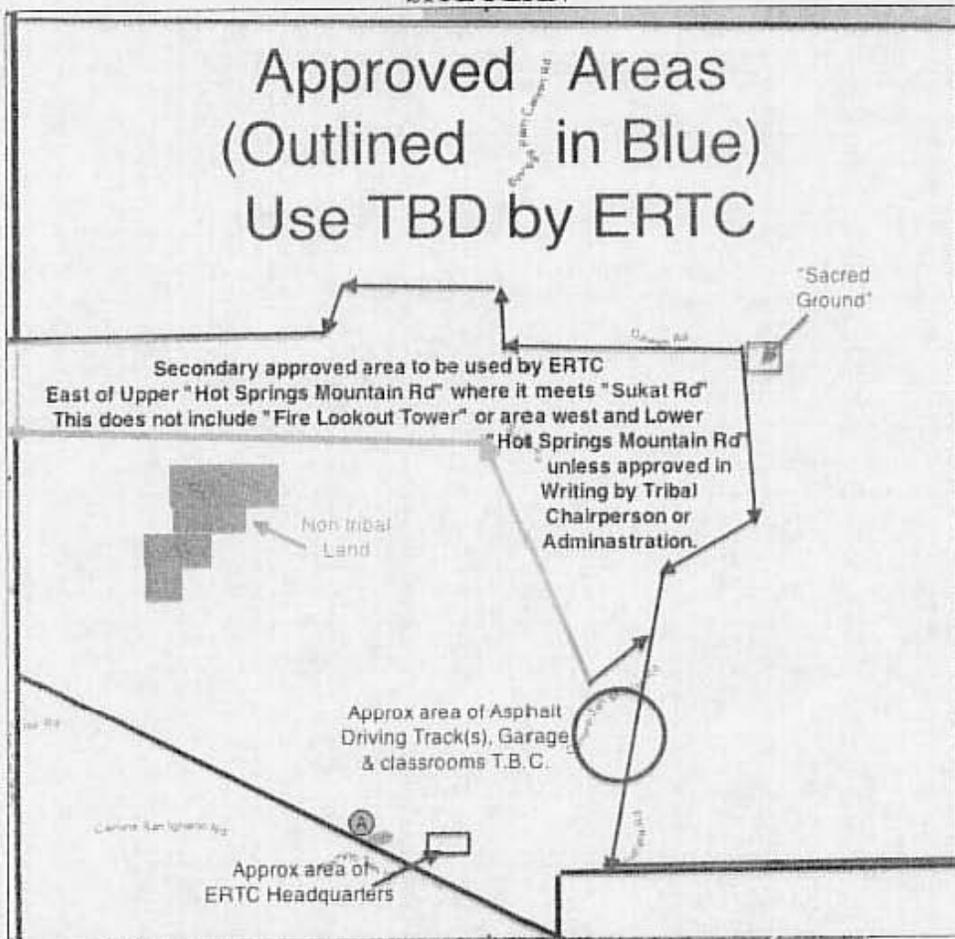
**EXHIBIT "A-1"**

**LEGAL DESCRIPTION OF PREMISES**

[To be provided, but not necessary]

Exh-A-1-1

**EXHIBIT "B"**  
**SITE PLAN**



Exh-B-1

## **EXHIBIT "C"**

### **GENERAL DESCRIPTION OF PERMITTED IMPROVEMENTS AND PERMITTED USE**

1. **Permitted Improvements.** The permitted improvements shall include:
  - A. Roads, including new asphalted track or tracks.
  - B. Firing ranges.
  - C. Utility infrastructure to support these improvements and facilities, including necessary electricity, water, and waste infrastructure.
  - D. Any other facilities that would support or are reasonably related or ancillary to a Permitted Use, including, but not limited to, classrooms, offices, mess halls, lodges for residency during training, storage facilities, shooting houses, and vehicle maintenance facilities.
  
2. **Permitted Use.** The permitted uses shall include:
  - A. Location, erection, construction, and/or provision of the Improvements.
  - B. Firearms and on- and off-road driver training (including stopping and turning techniques) for law enforcement and/or military personnel.
  - C. Open-enrollment firearms and/or off-road driver training for civilians. All civilians participating in firearms training would be required to pass background checks through their local law-enforcement offices.
  - E. Any other uses that would support or are reasonably related or ancillary to the above, including, the storage and use of ammunition and explosives.

ADDENDUM NO. 1 TO GROUND LEASE  
NOVEMBER 5, 2010

COPY

This Addendum No. 1 modifies and expands the March 1, 2010 Ground Lease Between The Los Coyotes Band of Cahuilla and Cupeno Indians, a federally recognized Native American Cahuilla Indian Tribe ("Tribe"), and ERTC, LLC. ("Tenant"). All terms of the March 1, 2010 Ground Lease ("Lease") remain in full effect except as modified herein, and all parties to this Addendum acknowledge and agree to be bound by the collective integrated terms of the Lease and this Addendum.

**1. Consideration:** In consideration for the lease rights granted in this Addendum, and in addition to the existing consideration described in the Lease, Tenant agrees to develop for the Tribe a Children's Park and a Tribal Hall/Tribal Office within the Tribe's sovereign territory. The specifications and development details for these improvements shall be determined by Tenant following discussions with the Tribe. The Tribal Hall will be approximately 50 feet by 25 feet in size, including a kitchen and wood fireplace. The Tribal Office will be approximately the same size as the Tribal Hall and will be connected thereto, and will include restrooms, office space, a secured storage area, and a conference room.

**2. Lease Term:** The Tribe and Tenant wish to maximize the economic value of the Lease and to extend the Lease Term consistent with the provisions of applicable federal law, specifically Code of Federal Regulations section 25 CFR 162, which authorizes the Tribe to enter into non-agricultural leases for a period not to exceed 25 years with an option for an extension of an additional 25 years. Therefore, the Lease Term between the Tribe and Tenant is hereby extended to twenty-four years and eleven months. The Expiration Date is hereby revised to February 1, 2034. At the end of the Lease Term, the parties shall have the option to extend the Lease and Addenda thereto for a further 24 years and 11 months.

**3. Corporate Headquarters Development:** The parties hereto agree and consent to the development by Tenant of a Corporate Headquarters Building complex, as described further in Lease Addendum No. 2.

**4. Driver Training Track Development:** The parties hereto agree and consent to the development by Tenant of a Driver Training Track complex, as described further in Lease Addendum No. 3.

**5. Tribal Land Use Coordination:** The parties hereto recognize that uncoordinated use of their land by outside parties may adversely affect their interests and interfere with Tenant's use rights. The parties agree that requests to utilize land belonging to the Tribe and/or the Additional Parties described in other Addenda by persons or organizations that are not members of or otherwise affiliated with the Tribe shall be coordinated by Tenant. Tenant shall receive the details of the land use request, discuss the proposal with the Tribe and/or Additional Parties, and negotiate land use compensation terms on behalf of the Tribe and/or Additional Parties as they may direct. Unless otherwise agreed in writing, the Tribe and/or Additional Parties shall be entitled to receive 100% of the compensation for outside parties' land use negotiated by Tenant.

**6. Land Ownership Certification and Indemnification:** The Tribe certifies that it is the lawful owner of the respective properties as described in the Lease and this Addendum, and that it has full authority to enter into this agreement and provide Tenant with the rights granted herein. In the event of disputes with or claims from third parties regarding the ownership of land and/or Tenant's rights of use as described in the Lease and Addendum, the Tribe agrees that 1) it shall be responsible to

use as described in the Lease and Addendum, the Tribe agrees that 1) it shall be responsible to indemnify, defend, and hold Tenant harmless from said disputes and claims; 2) it shall take all necessary legal or other actions to protect and preserve Tenant's uninterrupted rights of use, and; 3) it shall protect and preserve Tenant's actual physical use of the land and premises thereupon.

**7. Land Identification:** The parties acknowledge that there are no surveys or recorded legal descriptions that precisely identify the property boundaries subject to the Lease and Addenda, and agree that the maps and diagrams attached in Exhibit 1 hereto are acceptable for identifying the areas approved for Tenant's use. The parties shall work together in good faith to ensure all activity under this agreement occurs within approved areas. Given the lack of precise legal property descriptions, Tenant shall have no liability in the event of inadvertent intrusion of its developments and activities upon land areas outside the scope of the Lease/Addendum.

**8. Sacred Land:** Tenant acknowledges that certain areas within the Tribe's territory are Sacred Land and shall not be developed or otherwise entered upon except with the Tribe's express permission. The approximate area and location of the Tribe's Sacred Land is described in Exhibit 1 hereto. Tenant agrees to refrain from entry upon Sacred Land unless specifically approved by the Tribe, and to make all reasonable efforts to prevent parties associated with Tenant's activities from making unauthorized entry into the Sacred Land.

The signatories to this Addendum certify that each has full authority to execute this Addendum incorporating and integrating the provisions of the Lease and Addendum, and they fully agree to and accept the integrated terms and obligations therein.

**THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS**

  
\_\_\_\_\_

By: Francine Kupsch

Its: Tribal Spokesperson

Date: 11-5-10

ERTC, LLC.

  
\_\_\_\_\_

By: Sean Roach

Its: Member & Co-Founder

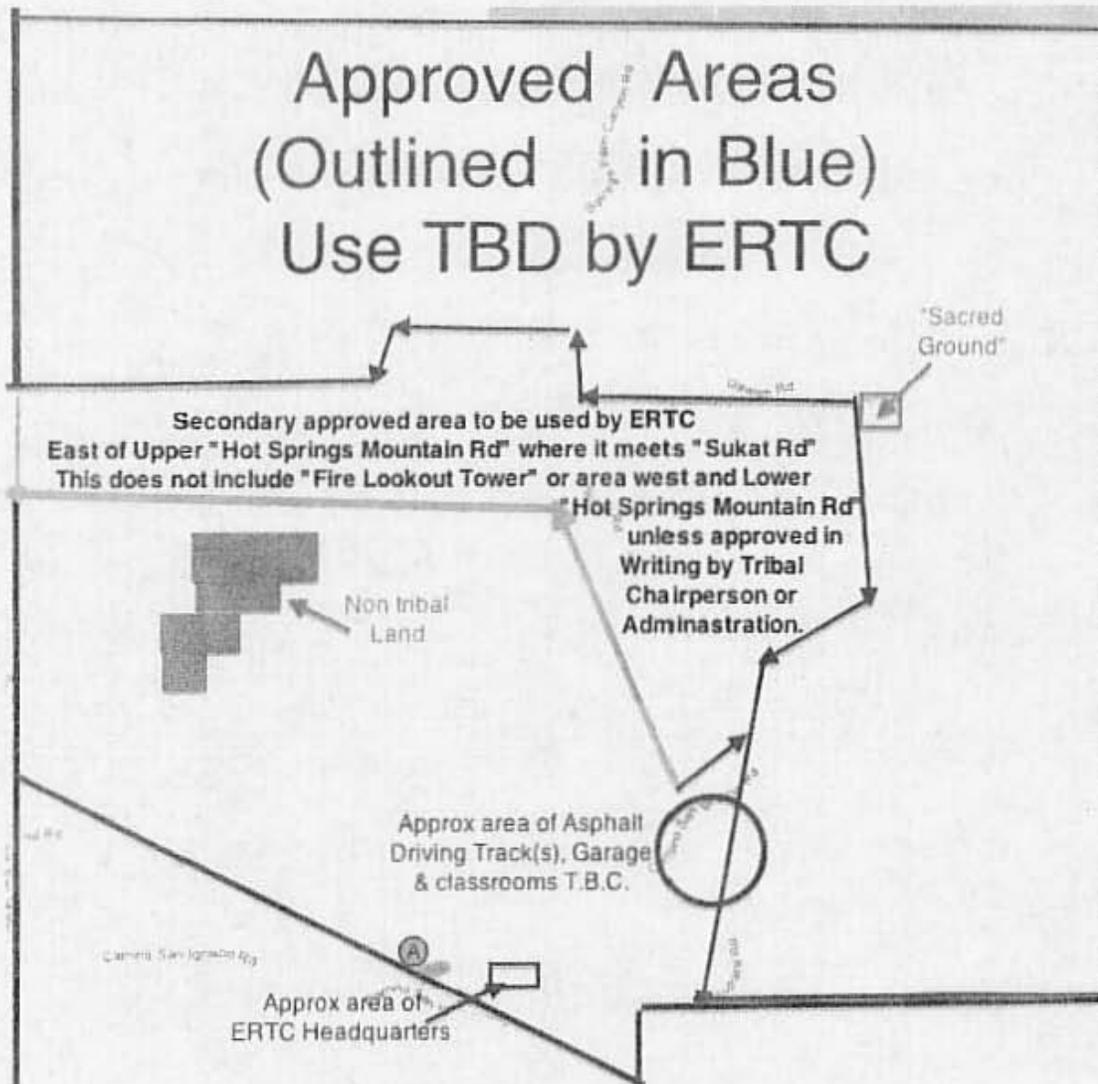
Date: Nov 5, 2010

**EXHIBIT 1:** Description of Authorized Tenant Use Site and Sacred Land Site.

**EXHIBIT 1 – PROPERTY DESCRIPTION**

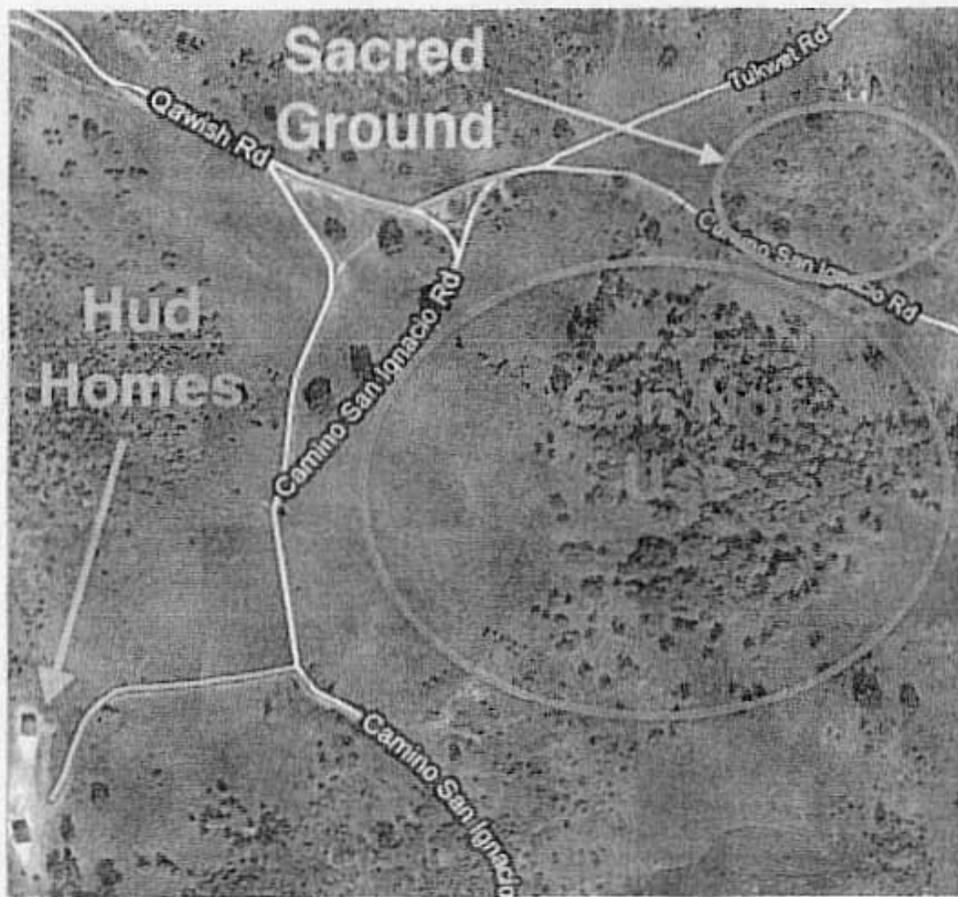
Given the lack of surveys or recorded legal descriptions for the subject property, the parties agree that the attached maps and property diagrams provide designations for the approximate agreed areas for Tenant's development activities.

The parties agree that the areas marked "Sacred Ground/Can Not Use" on the attached maps and diagrams represent the approximate area of the Tribe's Sacred Land as described in Addendum No. 1.



Initials:

EXHIBIT 1 – PROPERTY DESCRIPTION (Continued)



Initials:



EXHIBIT 1 - PROPERTY DESCRIPTION (Continued)

Hot Springs Mountain Rd

1000' 1000'

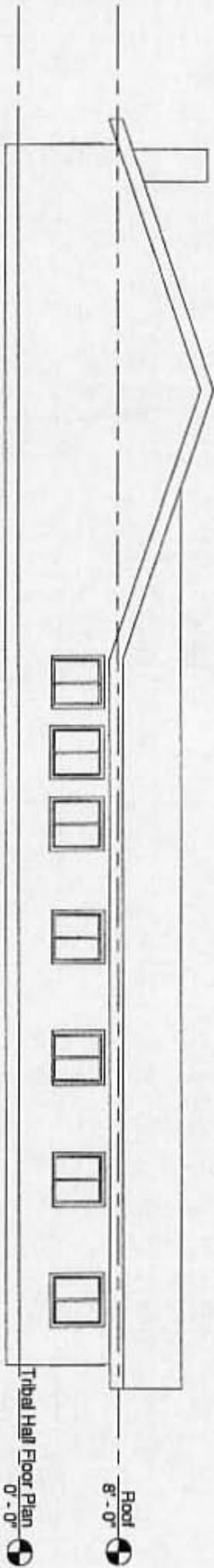
**ERTC  
Corporate Headquarters &  
Service Building / Garage**



Initials: *fle* *S*

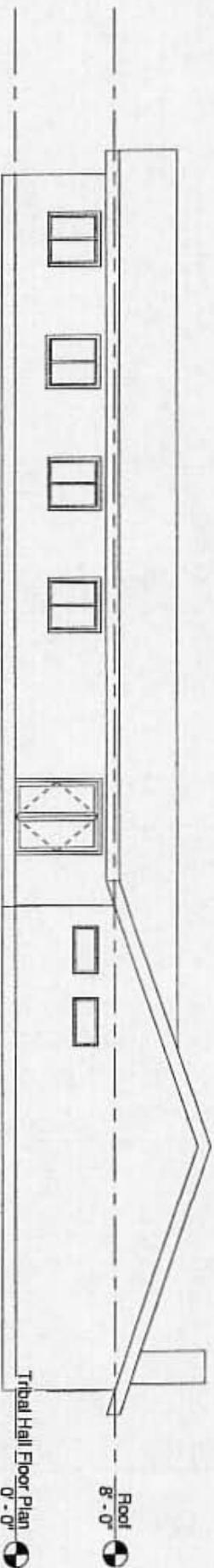


① North  
1/8" = 1'-0"



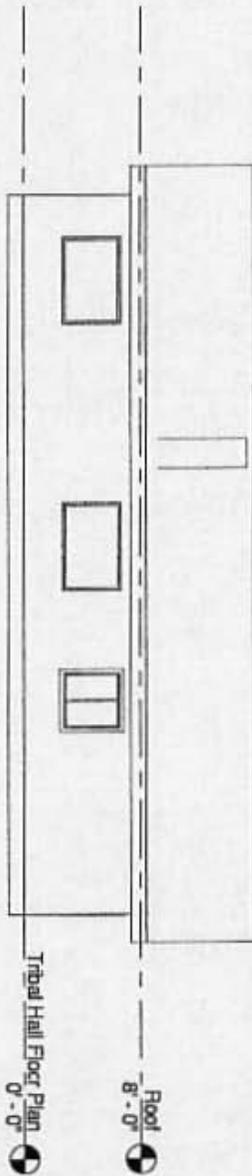
Tribal Hall Floor Plan  
0'-0"

② South  
1/8" = 1'-0"

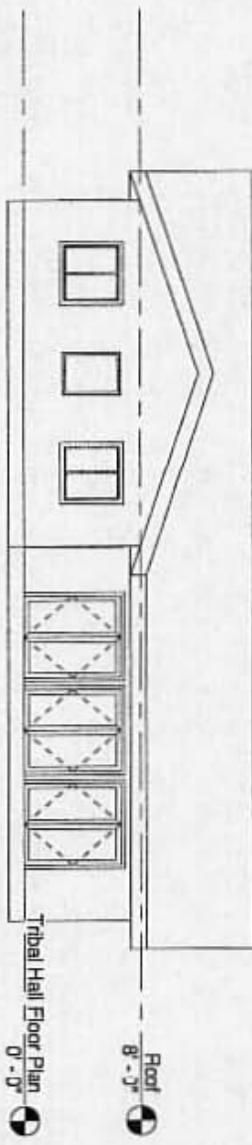


Tribal Hall Floor Plan  
0'-0"

LOS COYOTES EAGLE ROCK  
DECEMBER 17, 2010



① East  
1/8" = 1'-0"

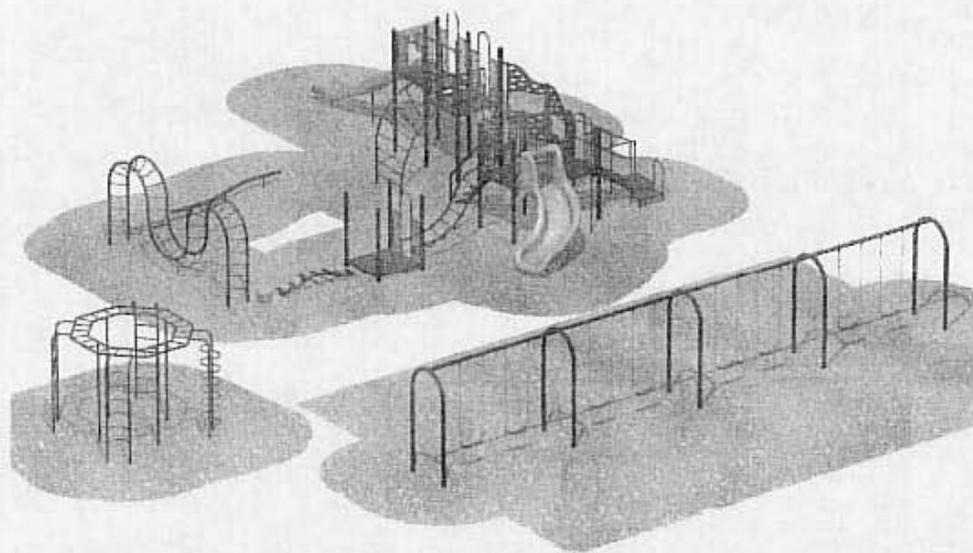
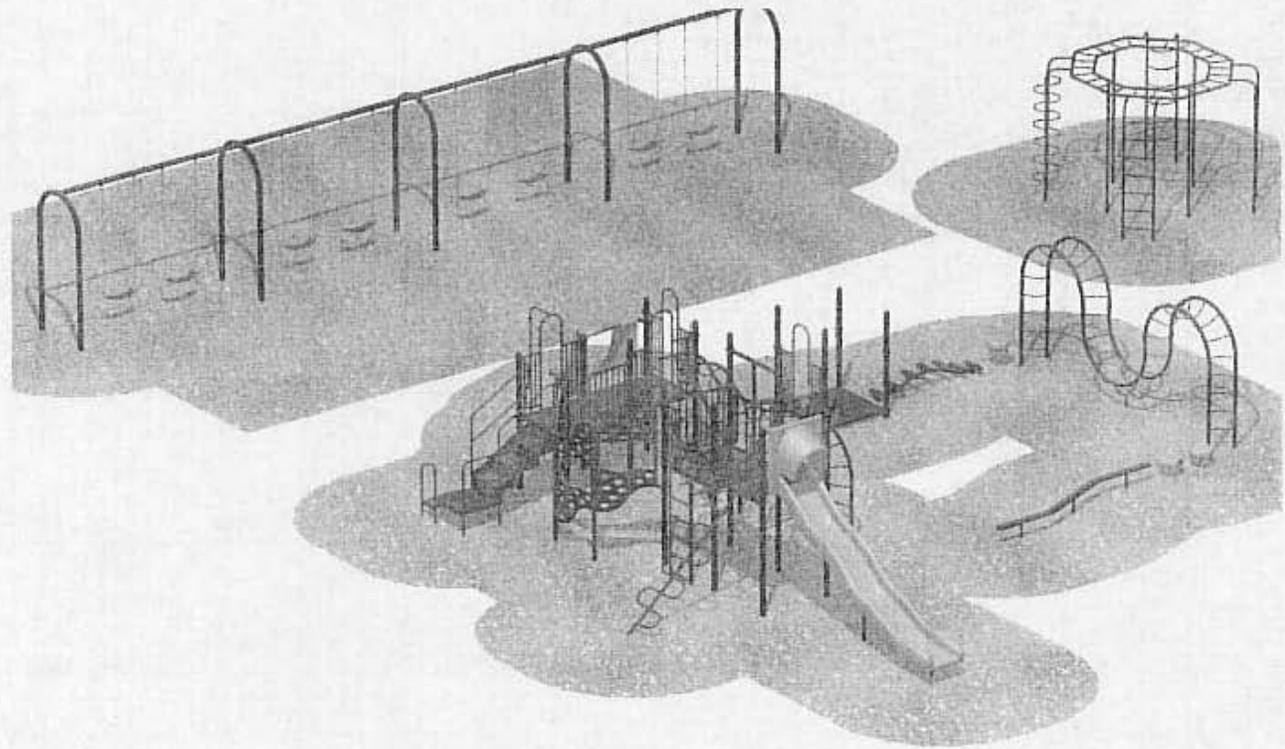


② West  
1/8" = 1'-0"

LOS COYOTES EAGLE ROCK  
DECEMBER 17, 2010

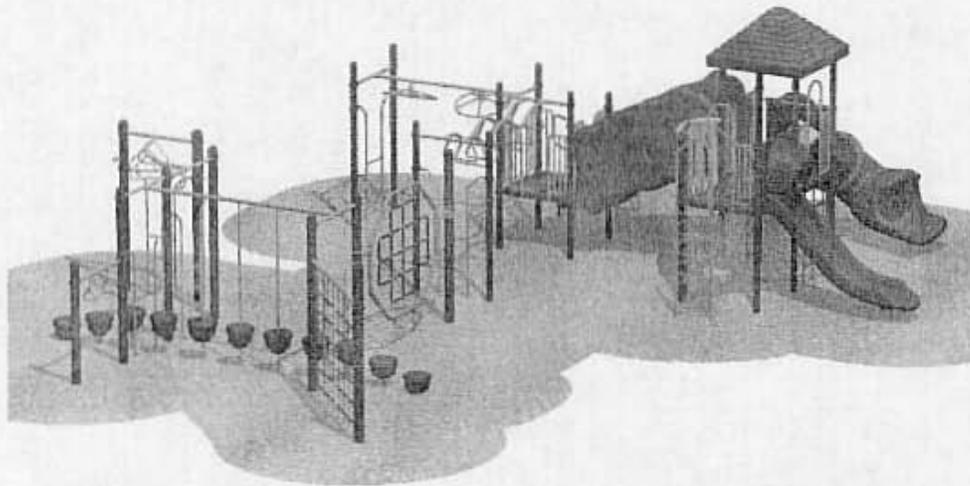
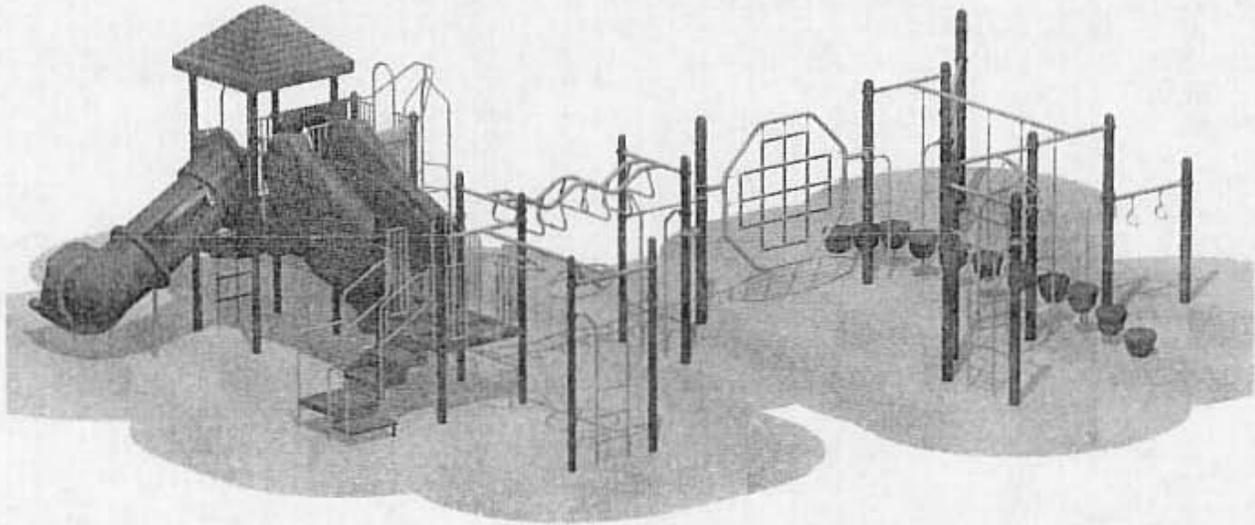
# Sample of Kids Playground equipment

## Option 1



# Sample of Kids Playground equipment

## Option 2



ADDENDUM NO. 3 TO GROUND LEASE  
CAMPBELL PROPERTIES  
NOVEMBER 5, 2010

COPY

This Addendum 3 modifies, expands, and adds additional parties to the March 1, 2010 Ground Lease Between The Los Coyotes Band of Cahuilla and Cupeno Indians, a federally recognized Native American Cahuilla Indian Tribe ("Tribe"), and ERTC, LLC. ("Tenant"). All terms of the March 1, 2010 Ground Lease ("Lease") remain in full effect except as modified herein, and all parties to this Addendum acknowledge and agree to be bound by the collective integrated terms of the Lease and this Addendum.

**1. Additional Parties:** The following individuals are added as parties to the integrated terms of the Lease and all Addenda, and grant the rights and undertake the obligations set forth in those integrated documents:

Mr. Milton Campbell  
Mr. Andy Campbell

**2. Lease Term:** The lease term between Tenant and the Additional Parties who are signatories to this Addendum shall be twenty-four years and eleven months. The lease term for these parties shall commence on the date of the party's execution of this Addendum, indicated in each party's signature block herein.

**3. Asphalt Driver Training Track Development:** The parties hereto agree and consent to the development by Tenant of a Driver Training Track complex, to be located on the land approximately described in Exhibit 1 hereto, and to be operated by Tenant for the Lease term. The Driver Training Track complex will include an adjacent Office, Classroom, and Garage. The specifications and precise location of the track and buildings shall be determined by Tenant. In consideration for the use of land owned by Mr. Milton Campbell and Mr. Andy Campbell as the site of the Track and buildings, Tenant agrees to pay a monthly use fee of \$ 500<sup>00</sup> ~~per~~. Payment of the monthly use fee will commence upon final completion of the Track and buildings' construction. *ML AC*

**4. Land Use Coordination:** The parties hereto recognize that uncoordinated use of their land by outside parties may adversely affect their interests and interfere with Tenant's use rights. The parties agree that requests to utilize land belonging to the Tribe and/or the Additional Parties by persons or organizations that are not members of or otherwise affiliated with the Tribe shall be coordinated by Tenant. Tenant shall receive the details of the land use request, discuss the proposal with the Tribe and/or Additional Parties, and negotiate land use compensation terms on behalf of the Tribe and/or Additional Parties as they may direct. Unless otherwise agreed in writing, the Tribe and/or Additional Parties shall be entitled to receive 100% of the compensation for outside parties' land use negotiated by Tenant.

The property to be utilized by Tenant for the Driver Training Track development includes an existing campground area. To the extent the campground is not utilized by Tenant's activities, it may be used by outside groups for camping if approved by Tenant in advance on a case-by-case basis.

**5. Land Ownership Certification and Indemnification:** The Tribe and the Additional Parties certify that each is the lawful owner of their respective properties as described in the Lease and this Addendum, and that each has full authority to enter into this agreement and provide Tenant with the

rights granted herein. In the event of disputes with or claims from third parties regarding the ownership of land and/or Tenant's rights of use as described in the Lease and Addendum, the Tribe and the Additional Parties agree that 1) they shall be jointly and severally responsible to indemnify, defend, and hold Tenant harmless from said disputes and claims; 2) they shall take all necessary legal or other actions to protect and preserve Tenant's uninterrupted rights of use, and; 3) protect and preserve Tenant's actual physical use of the land and premises thereupon.

**6. Land Identification:** The parties acknowledge that there are no surveys or recorded legal descriptions that precisely identify the property boundaries subject to the Lease and Addenda, and agree that the maps and diagrams attached in Exhibit 1 hereto are acceptable for identifying the areas approved for Tenant's use. The parties shall work together in good faith to ensure all activity under this agreement occurs within approved areas. Given the lack of precise legal property descriptions, Tenant shall have no liability in the event of inadvertent intrusion of its developments and activities upon land areas outside the scope of the Lease/Addendum.

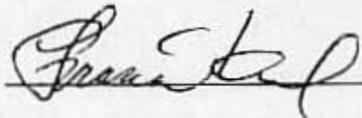
**7. Tribal Approval:** The Tribe, through its Council or other fully-empowered legal authority, specifically approves this Addendum and agrees to its incorporation into the March 1, 2010 Ground Lease.

#### **ATTACHMENTS**

**EXHIBIT 1:** Description of Campbell Property For Asphalt Driver Training Track Complex Site.

The signatories to this Addendum certify that each has full authority to execute this Addendum incorporating and integrating the provisions of the Lease and Addendum, and they fully agree to and accept the integrated terms and obligations therein.

**THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS**

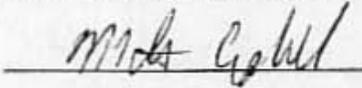
  
\_\_\_\_\_

By: Francine Kupsch

Its: Tribal Spokesperson

Date: 11-5-10

**MR. MILTON CAMPBELL**

  
\_\_\_\_\_

Date: 11-8-10

**MR. ANDY CAMPBELL**

  
\_\_\_\_\_

Date: 11-8-10

**ERTC, LLC.**

  
\_\_\_\_\_

By: Sean Roach

Its: Member & Co-Founder

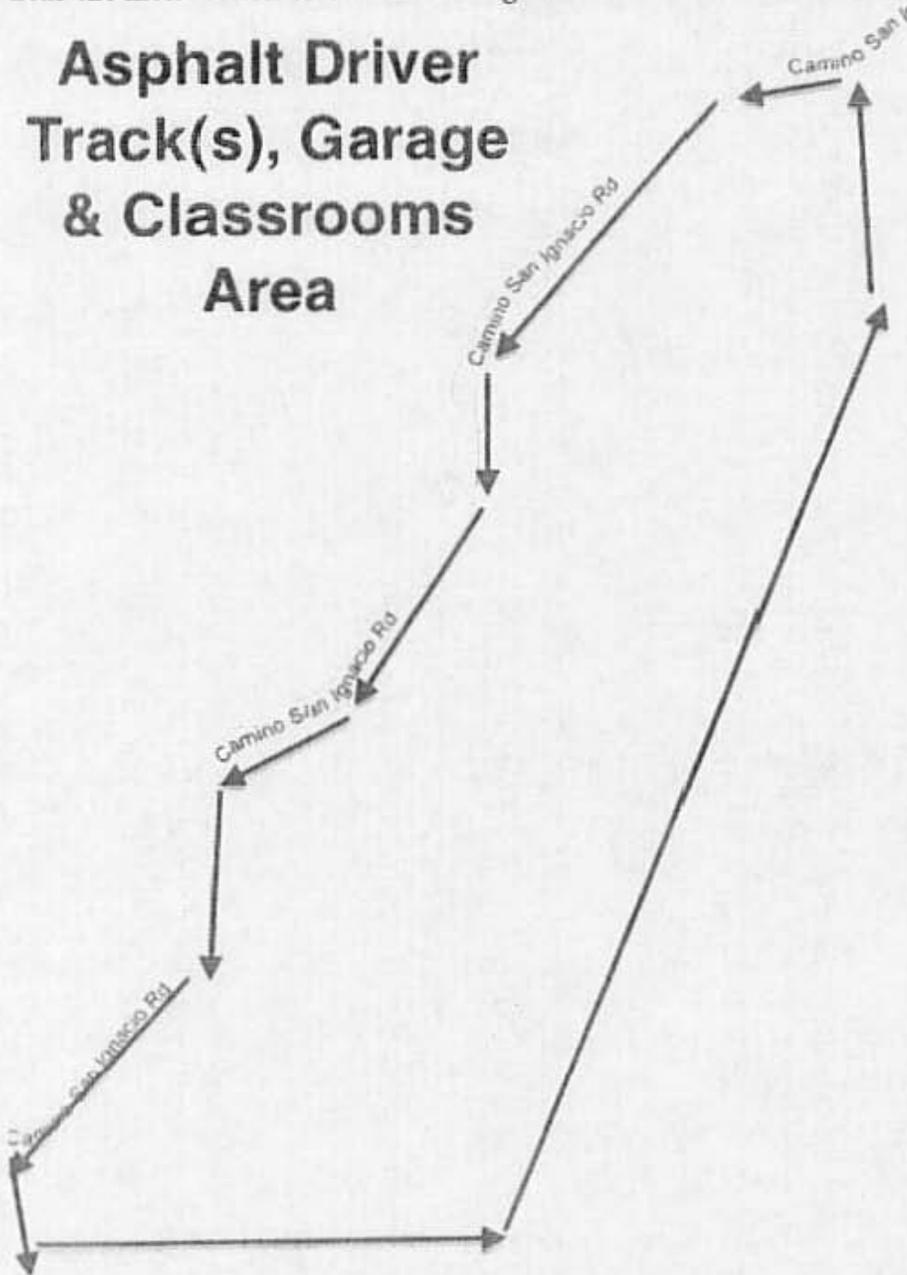
Date: NOV 5, 2010

EXHIBIT 1 – PROPERTY DESCRIPTION

Given the lack of surveys or recorded legal descriptions for the subject property, the parties agree that the attached maps and property diagrams provide designations for the approximate agreed areas for Tenant's development activities.

Tenant's Asphalt Driver Training Track Complex will be sited approximately in two open fields located to the south of Camino San Ignacio Road, including the "Camp Ground" area located near the intersection of Camino San Ignacio Road and Sukat Road.

**Asphalt Driver  
Track(s), Garage  
& Classrooms  
Area**



Initials: SL ofb AC Q

DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project

***Stand Up For California!***  
**“Citizens making a difference”**

[www.standupca.org](http://www.standupca.org)

P. O. Box 355  
Penryn, CA. 95663

September 14, 2011

Amy Dutschke  
Regional Director Bureau of Indian Affairs  
Pacific Regional Office  
2800 Cottage Way  
Sacramento, Ca. 95825

**RE: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project**

Dear Ms. Dutschke:

The following comments are being submitted on behalf of *Stand Up For California!* We reserve the right to submit additional comments as the freedom of information request we made of the Pacific Regional Office has not yet received a reply. We will address (1) the purpose and need of the tribe for this fee to trust acquisition, (2) the deficiency of the alternatives listed and omitted, (3) after acquired lands and its impact on the City of Barstow and State of California, (4) unaddressed impacts and (5) conclusion.

I40-1

The proposed project includes the development of a casino with approximately 57, 070 square feet of gaming floor. The casino related amenities include food and beverage services, retail space, banquet/meeting space, administration space and a hotel tower with 100 rooms. The entire complex will cover 23.1 acres of land located within the incorporated boundaries of the City of Barstow, San Bernardino County, California, just east of Interstate 15 on the way to Las Vegas, Nevada.

**I. PURPOSE AND NEED:**

The purpose and need of the proposed action is, “... to help provide for the economic develop of the Tribe and stability and self sufficiency of the Tribal government resulting in economic, social and other benefits for the Tribe.” The DEIS further lists the four permitted uses of gaming revenues under the Indian Gaming Regulatory Act as supporting the Tribes purpose and need for this fee-to-trust acquisition of 23.1 acres. The DEIS does not give a clear statement as why the Tribe needs the 23.1 acres of land in the City of Barstow.

I40-2

**DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project**

In other words, the purpose and need to take land out of the regulatory authority of the State, take the land off of the state and local government tax rolls, ignore all California environmental laws, civil regulatory laws and complicate the administration of justice to the surrounding community is for a casino as only a casino located on an interstate highway 150 miles from the Tribes established reservation, can satisfy the needs of the Tribe and its gaming investor from out-of-state.

"...the Tribe has no sustained revenue stream that could be used to fund programs and provide assistance to Tribal members." (DEIS at page 1-2, last paragraph) This statement is out-of-date. Since 2001, the Los Coyotes Band has been listed on the quarterly report of the California Gambling Control Commission for the distribution of the Revenue Sharing Trust Fund (RSTF) money. Non-gaming tribes receive 1.1 million dollars annually in quarterly payments. **This is a sustained revenue stream that the Tribe has enjoyed over the last decade.** This is a significant sum of money to invest, provide health insurance or generate economic activity on-off the reservation. (Approximately 11 million dollars over the last decade)

I40-2  
cont.

January 4, 2008, the Assistant Secretary of the Department of the Interior issued a denial letter for the fee to trust acquisition proposed by the Los Coyotes in 2006 for this same spot of land for the same exact purpose. What has changed? The letter clearly states, "*The IRA has nothing to do directly with Indian gaming*" (Page 1 last paragraph). Thus, it appears that the supplemental reasons for purpose and need listed in the DEIS copied at page 1-2 from the Indian Gaming Regulatory Act (Section 2710 (b)(2)(B) (i-iv)) are not valid reasons for this fee-to-trust transfer.

Further, page 1-3 of the DEIS states Congress finds "a principal goal of Federal Indian policy is to promote tribal economic development, tribal self-sufficiency and strong tribal government" (25 U.S.C. 2701). This section of the Indian Gaming Regulatory Act is written with the intent and spirit of "on reservation" gaming activity. It is not until section 2719 of the Indian Gaming Regulatory Act that the reader is introduced to the "*limited exceptions*" for the acquisition of after-acquired lands for gaming.

In Assistant Secretary Larry Echo Hawk's September 1, 2011 two part determinations he considers the distance the tribes are from their established reservations. In the positive determination for the North Fork, he states, "More than 60% of the tribal members live within 50 miles of the proposed site. Gaming revenues would allow the Tribe to increase its service-delivery to tribal members, and allow the Tribe to develop a land-base." In the Enterprise determination, Assistant Secretary Echo Hawk repeats a distance of 54 miles from the Tribes existing trust lands (driving distance).

I40-3

These are relevant statements to consider for the Los Coyotes proposal. The 23.1 acres of land in Barstow are approximately 150 miles from the established reservation. In the Desert Dispatch August 1, 2011, *Bill would require analysis of off reservation projects*, a statement by a tribal member presents a new concern about distance, "Tina Johnson, a Los Coyotes member, said in an interview at a July 27, public hearing for the casino that over 50 percent of the tribe members live in San Bernardino or Riverside Counties, and that many are planning to work at the casino."

**DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project**

Many of these tribal members live on other Indian Reservations in San Bernardino and Riverside Counties, such as the Morongo Reservation. This leaves less than 50% of the Los Coyotes members currently living and seeking to develop business opportunities on the established Reservation. An off reservation casino 150 miles away would only further disrupt the Los Coyotes continuity as a community. The division in the location of the membership as well as the political factions that have developed due to the divided locations already appears to have played a part in the recent arson fire at the location of the proposed "on reservation" casino alternative. *Tribal tensions come to light following Eagle fire*, August 27, 2011, by Edward Sifuentes, North County Times.

I40-3  
cont.

As stated in the 2008 letter of denial by then Assistant Secretary Carl Artman, "While the financial benefits of the proposed gaming facility might create revenues for the Tribe and may mitigate some potential negative impacts, the Tribe's application fails to carefully address and comprehensively analyze the potential negative impacts on reservation life and does not clearly demonstrate why these negative impacts should be out weighted by the financial benefits of tribal ownership of a remote gaming facility." The current negative impact of two young tribal members facing 10 years to life in federal prison is a far reaching impact leaving a life time scar on the tribal community. No financial benefit can heal or mitigate this negative impact.

I40-4

**II. ALTERNATIVES:**

The DEIS provides the following alternatives:

- (A) Barstow casino and hotel complex project
- (B) Barstow Reduced Casino Hotel Complex
- (C) A reduced intensity casino at a 19 acre site within the los coyotes reservation
- (D) A non-gaming alternative specifically the development of a campground facility within the Los Coyotes Reservation
- (E) A no action alternative

The alternatives offered and omitted create a substantial inadequacy in the DEIS. The DEIS is really only proposing a project of a casino. The DEIS proposes a casino off reservation, a reduced casino off reservation, a casino on the reservation, a camp ground or no action. There is no non-gaming alternative for the Barstow site or any other lands off reservation within the Tribes historical areas. This is not a reasonable range of comparable alternatives. The Tribe currently has a campground on the Reservation that fell into disarray but in recent time appears to be in the process of refurbishment.

I40-5

Omitted from this list of alternatives is a current business venture of the Los Coyote, the Eagle Rock Training Center located on the Tribe's established Reservation. *Tribal tensions come to light following Eagle fire*, August 27, 2011, by Edward Sifuentes, North County Times. This recent news article indicates that the agreement is still in place.

Why is the Eagle Rock Training Center Agreement not included in the DEIS? The location of the "on reservation casino proposal" and the training center are one in the same? The DEIS

**DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project**

***must explain why?*** There is no explanation in this document. News reports from the North County Times indicate this facility provides a “revenue stream” from government contracts and Hollywood Film productions. Moreover, a call to the County of San Diego verifies that the Tribe has not approached the county to negotiate a casino development on the established reservation. The DEIS due to a lack of a county mitigation agreement fails to provide mitigations for an on reservation casino alternative.

This document lacks a reasonable range of alternatives. The DEIS is offering myopic alternatives for a casino, a casino or a casino. The National Environmental Impact Act requires a reasonable range of alternatives that satisfy the purpose and need and avoid or minimize significant impacts. The alternatives must rigorously and objectively evaluate a comparable form.

140-5  
cont.

California is seeking green energy. The remote location of the reservation and its geography provide entrepreneurial opportunities for solar and wind developments. Perhaps the DEIS should explore such opportunities in comparable form to meet the Tribe’s purpose and need.

**III. AFTER ACQUIRED LAND FOR GAMING - 25 CFR 151.11:**

After acquired lands for gaming and particularly lands that require the Department of the Interior to consider the location of the land relative to State Boundaries and its distance from the boundaries of the Tribes established reservation must be given considerable scrutiny as the distance increases. The land-use must support the justification of the benefits to the Tribe and that there will be no detrimental impacts to state and local governments.

Under the off reservation exception, the Secretary must determine that a gaming establishment on newly acquired lands would be in the best interest of the Indian tribe and its members, and would not be detrimental to the surrounding community. The Governor of the State in which the proposed gaming facility would be located must concur in that determination. The Secretary’s determination can only be reach after significant consultation with state and local officials, including nearby Indian tribes. The off reservation exception does not provide nor do any of the other exceptions found in section 20 of IGRA provide objective standards that require determinations to be based on hard factual evidence. Rather, Secretarial determinations are based on political discretion, which more often than naught ignores the voice of the non-tribal public.

140-6

- **The impacts of the proposed off reservation casino 150 miles from the Tribe’s established reservation are detrimental to public policy and the good operation of state and local governments.**

**Impacts to the City:**

The City of Barstow has negotiated a Municipal Service Agreement with the Los Coyotes and is satisfied with the revenue sharing benefits of the agreement. However there are concerns regarding this agreement. In our view, we believe that entering into the agreement with BarWest LLC and the Los Coyotes Band of Mission Indians is/was both unlawful and ill-advised for the following reasons:

140-7

**Failure to comply with the California Environmental Quality Act (CEQA) prior to the City Council of Barstow performing a legislative act to enter into a binding and enforceable contract with the Los Coyotes Band of Mission Indians and BarWest LLC for the development of Casino complex. Tribe wants 20 acres made sovereign, Desert Dispatch Thursday July 1, 2003.**

The City Council of Barstow did not comply with the California Environmental Quality Act, (CEQA) before legislatively voting to approve the service agreement. While the City is providing only a preliminary support for the tribal governments proposed project, they have signed a binding and enforceable agreement requiring the City to provide services. The proposed Municipal Service Agreement (MSA) constitutes a "project" under the California Environmental Quality Act and yet no CEQA analysis was ever undertaken, much less completed or made available for public review. **While the tribal government is not subject to CEQA, the City is.**

I40-7  
cont.

The proposed MSA contains provisions legally binding the City to several definite courses of actions that will involve physical changes to the environment. The City cannot bind itself to provide additional services at the Tribe's or Bar West's request where the City presently lacks the capacity to provide them and must complete both an environmental impacts analysis and consider discretionary approvals in order to upgrade its service facilities.

- **Because no analysis was done the public was not able to identify an exhaustive list of all possible actions required by the proposed MSA at the July 1, 2004 informational hearing. That would have necessitated an environmental analysis.**

**Redevelopment Agency litigation:** The cities of Hesperia and Palm Springs<sup>1</sup> negotiated through their Redevelopment Agencies in violation of California State law. It appears the subject land for the casino in Barstow is within the purview of the City's Redevelopment Agency. Health and Safety Code§ 33426.5.<sup>2</sup> This issue has previously been litigated by the State successfully against cities negotiating with tribes. This raises concerns over compliance with state law.

I40-8

- (c) A development or business, either directly or indirectly, for the acquisition, construction, improvement, rehabilitation, or replacement of property that is or would be used for gambling or gaming of any kind whatsoever including, but not limited to, casinos, gaming clubs, bingo operations, or any facility wherein banked or percentage games, any form of gambling device, or lotteries, other than the California State Lottery, are or will be played.

**Impacts to the State:**

**The proposed Land if acquired for gaming will undermine the constitutionality of California's Indian gaming regime.** As you may be aware, the State has successfully defend a

I40-9

<sup>1</sup> The Desert Sun, 11-04.03, by Brian Joseph, *Palm Springs deal sparks lawsuit*

<sup>2</sup> The Hesperia Star, 10-21-2003, by Peter Day, *Casino Battle Heats Up*

**DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project**

challenge to the constitutionality of Proposition 1A<sup>3</sup>, which challenge alleged that California violated the Equal Protection Clause of the United States constitution when it permitted Indian tribes to conduct class III gaming on Indian lands, to the exclusion of all others. *Artichoke Joe's*, supra, 353 F. 3d at 731. In upholding Proposition 1A, the Ninth Circuit Court of Appeals relied upon the State's restriction of tribal gaming "to carefully limited locations" as a reasonable means of serving the State's interest in protecting the public health, safety, welfare and good order.

I40-9  
cont.

**The proposed Land if acquired for gaming will undermine the sovereign authority of tribal governance.** In a letter dated January 10, 2010, the Honorable Nelson Pinola, Tribal Chairman of the Manchester-Point Arena Band of Pomo Indians alerts fellow tribal leaders of a pending BIA action that he believes poses a very serious and immediate threat to tribal government gaming. "I believe that if we allow the strong clear, historical, governmental and cultural connection between our land and our sovereignty to be broken we are playing into the hands of the enemies of tribal sovereignty. Their arguments will be strengthened by a BIA decision to simply create sovereign authority over any land that looks good for a business."

I40-10

**The propose Land if acquired for gaming will disenfranchise the state electorate.** In 2000 voters of California were asked to grant a monopoly to tribal governments for class III gaming on Indian lands. It was never the intent that new Indian lands would be created for the sole purpose of casinos. **In recent time, citizens have considered support for expanding gaming to all gaming interests in the State *if* off reservation gaming on after acquired lands is permitted.**

I40-11

**IV. UNADDRESSED IMPACTS**

On July 31, 2011, the San Bernardino Sun published a story by Jim Steinberg; the *Las Vegas train threatens Barstow*. This news report raises both interesting and devastating predictions that the DEIS has not addressed as potential impacts to the marketability of a casino at this location in the City of Barstow. "The proposed Desert X-press, would divert 33 percent of the traffic on the 15 Freeway that stops in Barstow and cause the loss of 2,295 jobs, Barbieri's report says." The proposed high speed train would link Victorville to Las Vegas bypassing the City of Barstow. This change in gaming marketability presents a circumstance that requires a supplemental Environmental Impact Statement.

I40-12

**V. CONCLUSIONS:**

The citizens of the City of Barstow who are not supportive of an off reservation casino promoted by a Tribe from 150 miles away with investors from out of state, have justifiable expectations that the community remains similar to its present character.

I40-13

***Stand Up For California!*** appreciates the opportunity to submit the foregoing comments and

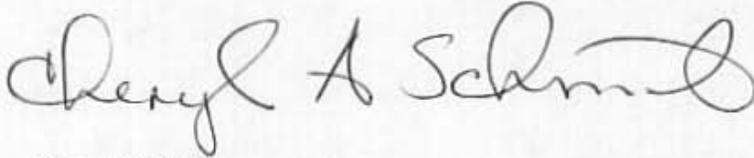
<sup>3</sup> Proposition 1A provided for a limited exception for federally recognized Indian Tribes on California Indian Lands in the States prohibition on Casino style gaming. This statewide ballot measure was supported by 64% of California voters on March 7, 2000.

**DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project**

trust that the Secretary will consider this analysis. We hope you will find these comments helpful and useful in your decision making process. An approval of an off reservation casino in the City of Barstow will have far reaching impacts. Please do not hesitate to contact us if you require additional information or have questions.

140-13  
cont.

Sincerely,



Cheryl Schmit  
*Stand Up For California!*  
916-663-3207  
[cherylschmit@att.net](mailto:cherylschmit@att.net)  
[www.standupca.org](http://www.standupca.org)

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM  
2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND  
COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDANT OR DROP IN THE WRITTEN COMMENT BOX.  
COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: Jo Meugniot Organization: Homeowner

Address: 36851 Weston Ave, Barstow, CA 92311

Comment: I feel that the Los Coyotes Band of Cahuilla, Cupeño Indians and  
the citizens of Barstow would benefit from the establishment of a Casino-Hotel.  
It would bring about jobs and opportunities to an economically devastated  
area. The Native Americans would benefit financially from the  
proposed project due to its location via I-5 freeway. I welcome  
this project with open arms.

I41-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND
COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDENT OR DROP IN THE WRITTEN COMMENT BOX.
COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: WILL MEUGNIOT Organization: HOME OWNER

Address: 36851 WESTON AVE, BARSTOW, CA. 92311

Comment: AS A HOME OWNER WITH A DEEP COMMITMENT TO THE AREA,
I FEEL IT IS OF THE UTMOST IMPORTANCE TO BRING NEW
JOBS AND OPPORTUNITY TO THIS ECONOMICALLY DEVASTATED
AREA. THE PROPOSED CASINO WILL BE A BOON TO THE
CITY.

I42-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional
Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return
address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

RECEIVED

2011 AUG -1 PM 4:10

PACIFIC REGIONAL  
OFFICE

7/27/11:

Amy Dutschke  
Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs  
Sacramento, Ca. 95825

Dear Ms. Dutschke:

My wife, Carol, and I are approaching our mid seventies and have lived at the same address in Barstow, Ca. for over 40 years. In years past this was a blue collar town supported by jobs in the trucking, railroad, and military industries. There was a strong work ethic among the residents and we had a very nice town with a mall, attractive and well kept small homes, a great Main St., and most of all, PRIDE.

Sadly this began to change several years ago when we started to lose our good blue collar jobs and economy. Good hard working people had to leave to follow their work and others became unemployed. Our wonderful shopping mall and everything except Walmart closed up for lack of business.

Sadly, the vacuum that was created in this town by working people leaving has been filled by generational welfare types from the inner cities of Los Angeles and else where. With no work available and no work ethic these people have brought crime, property destruction, and their usual problems to our town. Barstow needs something to help stem this tide and do something positive for this town. We believe a properly run casino will help achieve this goal. With jobs, tax revenue, and other positive aspects of a project like these it has to be a winner for this town.

Therefore, count my wife and I as strong supporters of the proposed Indian Casino in Barstow, California

I43-1

Sincerely,

*Gary & Caroline Haley*  
Gary & Caroline Haley  
1212 Kay Ct.,  
Barstow, Ca., 92311

Reg Dir	_____
Dep Reg Dir	_____ <i>T 36</i>
Reg Adm Ofcr	_____
Route	_____ <i>DECRMS</i>
Response Required	_____ <i>NO</i>
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7/26/11

Amy Dutschke  
Regional Director

RECEIVED

2011 AUG -1 PM 4:03

PACIFIC REGIONAL  
OFFICE

Barstow Casino

My name is Alicia Espinoza and I am 38 years old and I was born in Barstow. I moved away for 7 years and returned because the cost of living is cheap and my family lives here. I support the Barstow Casino 100%. Barstow needs a lot of revenue to help this small town grow. Besides entertaining adults the revenue is going to provide more jobs for everyone in the city and for the people in the high desert. This will provide more activities for our children, shopping malls, and a lot more parks. The two biggest problems in Barstow are the low income families and absolutely nothing to do for our children in Barstow. Anyone that has money in Barstow spends their money out of town. The people don't support the community because the City Council doesn't support the community. The city council is scared that a Casino will bring more crime, well hire more police officers. Since the market went down a lot of people moved here from LA County and the crime rate went up. There is going to be crime wherever you live. Barstow can't get worse than it already is, it will only get better and this is the way to start it with a casino.

I44-1

Thank You

Alicia Espinoza

*Alicia Espinoza*

Reg Dir \_\_\_\_\_  
 Dep Reg Dir T \_\_\_\_\_  
 Reg Adm Ofcr \_\_\_\_\_  
 Route Secrm \_\_\_\_\_  
 Response Required No \_\_\_\_\_  
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Amy  
Reg Deputy T &  
No Reply  
Decrms

**WRITTEN COMMENT CARD**

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM  
2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: Betty Buxton Organization: Your wife's mother

Address: 5160 Penny Ave. North Hollywood, CA 91601

Comment: Our native Indians/Americans should be allowed to enjoy the many opportunities that will be afforded to them with the building of a casino/hotel in the Barstow area.

Other Indian groups expressed negative views at the meeting today, I was shocked at how selfish and unwelcoming they were to

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help their fellow Indians succeed as they have with building of casinos in developing their land.

145-1

Amy  
Reg Deputy T/H  
Decrm  
No Reply

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
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(Please write legibly)

Name: Dr. Sheldon Neweron Organization: Doctor - General Practice <sup>Medicine</sup>

Address: 8854 Alcott St #3 Los Angeles 90035

Comment: I have worked in the emergency room in the high desert during my earliest years as a physician. I fell in love with the desert and people properly there. Unfortunately I have not seen much growth or improvement. A casino would bring much needed money to benefit the poor and improve the medical opportunities/job growth

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Community Indians

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM  
2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: Evelyn Burton-Vucetich Organization: Teacher

Address: 5160 Denny Ave #9 Ns. Hollywood, CA 91601

Comment:  
I have owned desert property for 20yrs near Barstow and I am planning to retire there soon.  
Barstow would greatly benefit from having a casino. I am looking forward to seeing Barstow improve by expanding economic opportunity to both the Indian tribes and their own community

147-1

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Amy  
Reg. Deputy (T)  
Deerm  
No-Reply

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING  
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-  
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

~~Amy~~  
~~Route Decrm~~  
~~Trust~~ 11  
~~(NO) - Reply~~

BARSTOW COMMUNITY COLLEGE GYMNASIUM  
2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: Darrell Jauss, Fire Chief Organization: Barstow Fire Protection District

Address: 8601 Barstow Road, Barstow, CA 92311

Comment: I feel the DEIS addresses all potential impacts to public safety. The fire protection levels will increase when the project is approved. This will not only meet the needs of the project but also fill a much needed gap of Public safety in the Lenwood specific area. Darrell Jauss

148-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.



# BARSTOW

COMMUNITY COLLEGE

July 27, 2011

Dear Representatives of the Bureau of Indian Affairs, Los Coyotes Band of Cahuilla and Cupeno Indians, and Interested Barstow-Area Citizens:

On behalf of the board of trustees and the president/superintendent of Barstow Community College, we welcome all of you to our lovely campus. Unfortunately, members of the board, the district president, and many of the college's administrators are unable to be in attendance this evening for this very important hearing on a topic of immense interest to the citizens of the greater Barstow area, due to a scheduling conflict with the regularly-scheduled meeting of the board of trustees at this same time. We did, however, designate Mr. David Grossman, a full-time faculty member currently serving as interim dean of instruction at the college, to represent the college as its spokesman, and to read to you this letter in support of the proposed Los Coyotes Barstow Casino Project on Lenwood Road.

It is our position that the building of the proposed casino would greatly enhance the economic vitality and livability of the region in many ways, and create opportunities to significantly promote the region's workforce and economic development. In this endeavor, Barstow Community College is committed to assist in achieving this vision by providing the educational opportunities that casino workers and their families need or desire. Further, the college will look to work with casino management to help train its workforce in programs that best meets its needs, including, but not limited to, business, accounting, culinary arts, electronics, electrical, alternative energy technology, public safety, welding, hospitality, gaming, or other specially-designed or tailored training programs.

In conclusion, we at Barstow Community College reiterate our support for the Los Coyotes Barstow Casino Project, and are confident that a productive and mutually-beneficial partnership between the two entities will be established that will generate tremendous benefits for the greater Barstow Community.

Respectfully,

Handwritten signature of Ted Baca in black ink.

Ted Baca, Ph.D.  
President, Board of Trustees

Handwritten signature of Thom M. Armstrong in black ink.

Thom M. Armstrong, Ph.D.  
President/Superintendent

I49-1

# ***PUBLIC HEARING TRANSCRIPT***

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LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS

PUBLIC HEARING

WEDNESDAY, JULY 27, 2011

6:00 P.M. - 8:29 P.M.

BARSTOW COMMUNITY COLLEGE

2700 BARSTOW ROAD

BARSTOW, CALIFORNIA 93211

REPORTED BY:

AMY P. SMITH

CSR #12154

1 WEDNESDAY, JULY 27, 2011, BARSTOW, CALIFORNIA

2 6:00 P.M.

3 --oOo--

4  
5 MR. BROUSSARD: Good evening. Could I have your  
6 attention, please. Could I have everyone's attention,  
7 please. We want to go ahead and start this public  
8 hearing. Could I have everyone's attention, please.

9 All right. Thank you for your attention.

10 The Bureau of Indian Affairs welcomes you to  
11 this public hearing for the proposed Los Coyotes Band of  
12 Cahuilla and Cupeno Indians fee-to-trust --

13 Can you hear me in the back?

14 -- the fee-to-trust casino project draft  
15 Environmental Impact Statement public hearing.

16 My name is Chad Broussard. I'm an  
17 Environmental Protection Specialist for the Bureau of  
18 Indian Affairs, Pacific Regional Office.

19 Bureau of Indian Affairs is also known as the  
20 "BIA." BIA is a bureau within the Department of  
21 Interior, which is, in turn, a department for our  
22 Federal Government.

23 I will be your facilitator at this evening's  
24 public hearing.

25 At the table with me is Patrick O'Malley,

1 also an Environmental Protection Specialist with the  
2 BIA. And to my left is Ryan Lee with Analytical  
3 Environmental Services, which is the BIA's EIS  
4 consultant.

5 Also, attending tonight's hearing is John  
6 Rydzik, chief of the BIA Pacific Regional, Division of  
7 Environmental and Public Resources Management Safety.

8 Finally, I'd like to take a moment to  
9 recognize the elected officials that are here with us in  
10 the audience that I'm aware of.

11 And that is Barstow Mayor Joe Gomez, Mayor  
12 Pro Tem Julie McIntyre, City Council Member Tim Silva,  
13 City Council Member Tim Saenz, and City Council Member  
14 Willy Hailey.

15 And, finally, the tribal chairperson for the  
16 Picayune Rancheria of the Chukchansi Indians, Morris  
17 Reid, is in the audience, as well.

18 I want to just very quickly point out that  
19 the rest rooms -- there's rest rooms in the lobby. We  
20 have emergency exits, obviously, at the -- on the side  
21 here, the main entrance. Also, there's two emergency  
22 exits in the rear and two in the front of the building.

23 So we're here tonight to accept -- and I want  
24 to thank everyone for coming.

25 We're here tonight to accept comments on the

1 Draft EIS for the proposed fee-to-trust land acquisition  
2 of approximately 23 acres in Barstow and the subsequent  
3 development of a casino project for the Los Coyotes  
4 tribe.

5 Both spoken and written comments will be  
6 accepted at tonight's hearing.

7 And, also, if you haven't signed in, there is  
8 a sign-in sheet in the lobby that we'd love to have you  
9 sign in so that we can document your attendance here  
10 tonight.

11 If you have a written letter that you would  
12 like to submit, please hand it to one of the  
13 representatives at the tables in the back over here or  
14 in the lobby.

15 We also have cards available, if you want to  
16 make a written comment on one of our cards. You can  
17 grab a card, make a comment, and put it in one of the  
18 boxes in the back there or hand it in to one of the  
19 representatives.

20 You can also mail it to the BIA at the  
21 address on the card. Just make sure it's prior to the  
22 deadline, which is September 14th, 2011.

23 If you would like to make a spoken comment at  
24 the hearing tonight, please fill in one of the speaker  
25 cards. Those are the little yellow cards, and they're

1 at the back table. Fill one of those out and hand it to  
2 an attendant or put them in the box, and you can make a  
3 spoken comment tonight.

4 Please write as legibly as you can. I'm sure  
5 I'm going to butcher a few names tonight, as it is,  
6 so -- and that way you can recognize your name when it's  
7 called.

8 We will take speakers in the order that I  
9 receive the speaker cards. Everyone will be given three  
10 minutes to speak to make sure that everyone has the  
11 opportunity to speak. It's a big group here tonight.

12 After all the speakers have given their  
13 comments, assuming there's time, I will provide  
14 individuals with an additional three minutes to continue  
15 their remarks if they'd like to speak further.

16 With that said, a public forum, such as this  
17 one, is not the best forum for the very lengthy  
18 comments, just due to the constraints of time that we  
19 have.

20 If you have a lengthy comment, we encourage  
21 you to submit that comment in writing. All comments  
22 will receive equal weight, whether they are spoken or  
23 written.

24 We have a stenographer here that will record  
25 your spoken comments word-for-word so that they can be

1 considered fully as comments on the record.

2           With that said, please restate your name for  
3 the record before you give your comments, and please  
4 speak as clearly as possible so that the stenographer  
5 can understand and accurately document your words.

6           And please understand that the purpose of  
7 tonight's hearing is not to have a question-and-answer  
8 session or a debate of any kind. We will not respond to  
9 any questions or engage in any debate.

10           We're here to listen to your comments and  
11 make sure that all of your comments are carefully  
12 considered and -- the comments that are spoken and the  
13 written comments that we receive.

14           All substantive comments will be responded to  
15 in the final EIS, which will also be made available for  
16 public review, just like the Draft EIS was made  
17 available.

18           Now, I've asked our AES consultant to provide  
19 a brief power-point presentation on the proposed action,  
20 the purpose and need for the proposed action, the  
21 alternatives that are in the EIS, and the EIS process.

22           But, first, I'd like to ask everyone to  
23 please turn off your cell phones or put them on silent  
24 mode. Thank you very much.

25           Ryan.

1 MS. LEE: Would it be possible for somebody to dim  
2 the lights so that the presentation can be seen?

3 Good evening, everyone. I'm Ryan Lee with  
4 Analytical Environmental Services. As Chad mentioned,  
5 I'm going to give a brief presentation on the Draft  
6 Environmental Impact Study prepared for the Los Coyotes  
7 fee-to-trust and casino/hotel project prior to the BIA  
8 opening the hearing for public comments.

9 AUDIENCE MEMBERS: We can't hear you.

10 MS. LEE: Okay. I'll speak a little louder.

11 Okay. As outlined in this slide, the EIS  
12 process was initiated with publication of the Notice of  
13 Intent in the Federal Register on April 19th, 2006,  
14 which initiated a 30-day public comment period where  
15 interested parties were invited to provide input on the  
16 scope of analysis and alternatives to be analyzed within  
17 the Environmental Impact Statement.

18 A report summarizing the results of the  
19 scoping process was published in May of 2006.

20 On May 19, 2008, the BIA issued Notice of  
21 Cancellation for the EIS, followed by a Notice of  
22 Resumption for the tribe's renewed application of June  
23 2008.

24 The Draft EIS, which is the subject of  
25 today's public hearing, was published on July 1st, 2011,

1 initiating the 75-day comment period that will close on  
2 September 14th.

3           Following the public comment period, the BIA  
4 will prepare a Final EIS, which will include responses  
5 to comments received during the Draft EIS review period.

6           And the final step in the NEPA process will  
7 be the BIA's issuance of a Record of Decision outlining  
8 the Agency's decision on the proposed action.

9           The purpose and need for the proposed action  
10 analyzed within the Draft Environmental Impact Statement  
11 is to implement the goals of Federal Indian Policy as  
12 stated in the Indian Gaming Regulatory Act to promote  
13 tribal economic development, tribal self-sufficiency,  
14 and strong tribal government; to provide employment  
15 opportunities for tribal members and the non-tribal  
16 community; to reduce dependence of the tribe on Federal  
17 and State grants and economic assistance; and to provide  
18 the tribe with a long-term viable and sustainable  
19 revenue base.

20           As shown in this slide, the proposed  
21 fee-to-trust site is located in the city of Barstow, in  
22 San Bernardino County, just east of Interstate 15.

23           The site is bordered on the north by vacant  
24 land and land located south of Mercantile Way, on the  
25 west by Lenwood Road, a commercial development, on the

1 south by vacant land, and on the east by the Stoddard  
2 Valley Off-Highway Vehicle Area, under the jurisdiction  
3 of the Bureau of Land Management.

4 Five alternatives were evaluated within the  
5 EIS. These alternatives were selected based on  
6 consideration of the purpose and need, the  
7 recommendations of the commentators during the scoping  
8 process, and opportunities for potentially reducing the  
9 environmental effects.

10 Alternative A consists of the development of  
11 the 23.1 acre Barstow site -- excuse me -- consists of  
12 the transfer of 23.1 acre Barstow site into Federal  
13 trust for the benefit of the tribe, a two-part  
14 secretarial determination that the land is eligible for  
15 gaming, and the subsequent development of a casino/hotel  
16 complex on the site.

17 The casino resort would consist of 377,280  
18 square feet, including restaurant, a 160-room hotel,  
19 pool, spa and administrative areas. Alternative A will  
20 employ approximately 1,309 people.

21 Public utilities and services for  
22 Alternative A will be provided through the Municipal  
23 Service Agreement between the tribe and the City of  
24 Barstow, including the provision of water through the  
25 Golden State Water Company, and wastewater treatment

1 through the City of Barstow wastewater treatment plant.

2           Additionally, the tribe would be required to  
3 enter into a Tribal-State Gaming Compact prior to  
4 operation of the proposed facility, which is expected to  
5 require, at a minimum, compliance with State public  
6 health standards for food and beverage handling,  
7 compliance with Federal air quality, water quality, and  
8 safe drinking water standards, and compliance with  
9 Federal workplace and occupational health and safety  
10 standards.

11           Alternative B, which constitutes the tribe's  
12 proposed project, consists of the same project  
13 components as Alternative A, with a reduced casino/hotel  
14 complex.

15           The reduced casino resort would consist of  
16 261,400 square feet, including restaurants, a  
17 one-hundred-room hotel, pool, spa, and administrative  
18 areas. Alternative B would employ approximately 1,038  
19 people.

20           Provisions of the Municipal Service Agreement  
21 with the City of Barstow and future Tribal-State Compact  
22 would also apply to Alternative B.

23           This slide illustrates the location of the  
24 Los Coyotes Reservation project site analyzed under  
25 Alternatives C and D.

1           Alternative C would consist of the  
2 development of a 25,000-square-foot casino, including  
3 restaurant, lounge, and a snack/gift shop on 19 acres  
4 located within the tribe's existing reservation.

5           Wastewater treatment would be provided  
6 through the construction of an on-site wastewater  
7 treatment plant, and water would be provided through  
8 on-site groundwater wells.

9           This alternative would employ approximately  
10 105 people.

11           Alternative D would consist of the  
12 development of a campground on the same 19-acre site  
13 located within the Los Coyotes reservation. This  
14 alternative would employ approximately eight people.

15           The alternatives were evaluated within the  
16 EIS for the potential to result in direct, indirect or  
17 cumulative effects associated with land resources, water  
18 resources, air quality and greenhouse gases, biological  
19 resources, cultural resources, socioeconomic conditions,  
20 transportation and circulation, land use, public  
21 services, noise, hazardous materials, and aesthetics.

22           Mitigation measures were recommended to  
23 reduce any potentially significant environmental effects  
24 to less than significant.

25           The next steps in the NEPA process for the

1 proposed project are to review and analyze comments  
2 submitted during the Draft EIS comment period, which  
3 closes on September 14th; prepare responses to  
4 substantive comments and incorporate changes to the EIS  
5 made in response to comments. Then the BIA will select  
6 a preferred alternative and issue the Final EIS.

7           Following the minimum 30-day waiting period,  
8 the BIA will issue a recommended decision on the  
9 project.

10           And, with that, I want to turn the hearing  
11 back over to Chad.

12           MR. BROUSSARD: Okay. Thank you, Ryan.

13           Now the Los Coyotes spokesperson, Shane  
14 Chaperosa, is going to give an introductory statement  
15 and comment.

16           Spokesperson Chaperosa. **Public Hearing PH1**

17           MR. CHAPEROSA: Hello, my name is Shane Chaperosa,  
18 tribal spokesperson for the Los Coyotes Band of Cahuilla  
19 and Cupeno Indians.

20           I have with me today more than 40 members of  
21 our tribe, including seven members of our tribal  
22 counsel.

23           On behalf of our entire tribe, we would like  
24 to thank the Bureau of Indians Affairs for all the work  
25 they have done on our fee-to-trust application and the

1 Environmental Impact Statement.

2 We would also like to thank Barstow Community  
3 College for the hosting of this event, and we would like  
4 to especially thank the citizens of the community of  
5 Barstow for coming out tonight.

6 For ten years you have made us feel welcome  
7 and wanted. We have reached this point as partners, and  
8 we will be successful together as partners.

9 In 1899 -- just one moment.

10 Our history goes back centuries. The  
11 Los Coyotes Band are descendents of the Cahuilla and  
12 Cupeno Indians. The two tribes once lived in villages  
13 near the hot springs that are close to our current  
14 reservation.

15 Both tribes have historical ties to the High  
16 Desert area where we are today. Our ancestors were  
17 located directly south of Barstow and married, traded  
18 and hunted with members of the local tribes.

19 The picture on the screen is of our former  
20 tribal spokesperson, Catherine Siva Sauble. She is  
21 recognized as an expert in tribal history and has been  
22 appointed to the State of California Heritage Commission  
23 by the last four governors.

24 If she would have been able to make it here  
25 today, she -- she could tell you, in much greater

PH1-1  
cont.

1 detail, about the history of our tribe and just about  
2 any other California tribe, as well. But in her  
3 absence, I will try to touch the highlights.

4 In 1889, land was set aside for our tribe's  
5 reservation by Executive Order. Our official  
6 reservation was established in 1900. The Federal  
7 government added additional land from the Cleveland  
8 National Forest in 1914.

9 Today, our reservation is over 25,000 acres  
10 in the northeast corner of San Diego County, sitting on  
11 top of a mountain.

12 Our reservation is landlocked, bordering the  
13 Cleveland National Forest and the Anza-Borrego Desert  
14 State Park on three sides and unincorporated land on the  
15 other.

16 Except for a few graded roads and homes, most  
17 of our reservation remains a rugged land, much like it  
18 looked a hundred years ago.

19 Because of its remote location and difficult  
20 terrain, the land is under- -- the land is  
21 underdeveloped or not developed at all. It provides  
22 habitat to numerous rare and endangered species.

23 In fact, the Anza-Borrego Park located next  
24 to the reservation is critical habitat for the  
25 Peninsular Bighorn Sheep.

1           The variety of -- the variety of birds,  
2 mammals, reptiles located on the reservation is of  
3 primary importance to the biodiversity of the region.

4           Our tribe currently has 328 enrolled members,  
5 but only 82 of them, about 25 percent, live on the  
6 reservation.

7           Years ago, many of our tribal members made a  
8 living working as farmhands and ranch-hands, but those  
9 jobs disappeared. And since the 1950s, most of our  
10 tribal members have moved to surrounding communities to  
11 find work and build their homes.

12           The family pictured here is our former tribal  
13 spokesperson Francine Kupsch, her husband, their three  
14 kids, and their dog. They lived on -- they lived in an  
15 eight-foot-by-twelve-foot trailer on the reservation  
16 without electricity, heated by a kerosene heater and  
17 using oil lamps for light up until 1999.

18           Our infrastructure on our reservation is  
19 aging or virtually nonexistent. Electricity was just  
20 brought to the edge of the reservation 12 years ago in  
21 1999.

22           However, the vast majority of land does not  
23 have access to it, and our tribe cannot afford to move  
24 it further into our reservation land.

25           Our water delivery system is old and

1 inadequate to provide water to the existing homes. Our  
2 wastewater disposal infrastructure is virtually  
3 nonexistent.

4 As a result, the living conditions on the  
5 reservation are substandard, at best.

6 The 2000 census showed only two homes on the  
7 reservation using electricity to provide heat.

8 Sixty-eight percent use wood to heat their homes.

9 Eighteen percent of the homes were without kitchen or  
10 plumbing. More than 22 percent have no phone service.

11 Forty-five percent of the homes were mobile.

12 The census also showed that more than  
13 50 percent of our members living on the reservation over  
14 25 years of age did not finish high school.

15 Our reservation is a special place; but the  
16 rugged terrain, the remote location and the  
17 environmental sensitivity of the land makes it a  
18 difficult place to live and an impossible place for  
19 meaningful economic development to provide for our  
20 tribal members. We have been left no choice but to  
21 pursue economic development off the reservation.

22 The need for tribal economy development is  
23 overwhelming. The goal of our tribe is to be  
24 self-sufficient, without having to rely almost solely on  
25 government assistance.

1           We want to develop our reservation to allow  
2 members to come home, while also preserving the natural  
3 habitat of the land.

4           Our reservation is in dire need of a new  
5 water delivery system, waste disposal system, housing,  
6 passable roads and bringing electricity to more areas of  
7 our reservation.

8           Our members are also in great need of jobs,  
9 better healthcare, more educational opportunities,  
10 career training, and funding for programs that will  
11 allow the tribe to preserve our culture for future  
12 generations.

13           Without a major economic development project,  
14 we see very little chance of accomplishing any of these  
15 goals.

16           In 2001, our tribe began to look for  
17 potential locations for an off-reservation casino  
18 development. We did not want to locate in a place that  
19 would be within another fellow tribe's homeland.

20           We also wanted to find a location that did  
21 not infringe on another tribe's current casino  
22 operations, and we wanted a location close enough to  
23 allow our tribal members to work at the casino.

24           In 2001, we first met with the City of  
25 Barstow at a time when they were looking for a potential

PH1-1  
cont.

1 casino development to help their economic situation.

2 In 2002, we began working together to explore  
3 the possibilities.

4 The Los Coyotes worked with the City --  
5 worked with the City to select a location that would be  
6 beneficial to the casino development project, while at  
7 the same time providing the City with the maximum  
8 spinoff economic activity.

9 Barstow's location on I-15, halfway between  
10 Los Angeles and Las Vegas, provided the tribe with a  
11 perfect location to capture business from the millions  
12 of cars traveling along the highway en route to --  
13 en route to or from a gaming destination.

14 Our economic study shows that 82 percent of  
15 the revenue at the casino would come from outside the  
16 local community.

17 The location would also allow tribal members  
18 to commute to the casino to work, as more than half of  
19 our adult members live with a daily commute-able  
20 distance.

21 The 23-acre parcel on Lenwood Road is in a  
22 commercial development section of the City that is far  
23 from any residential homes, schools, or churches.

24 The tribal casino would generate economic  
25 activity that would benefit other area businesses, and

1 Los Coyotes and the City of Barstow.

2 In 2004, the Los Coyotes and the City of  
3 Barstow signed a historical Municipal Services Agreement  
4 that was amended in 2006 and passed -- and passed  
5 unanimously by the Barstow City Council.

6 The City of Barstow will go over the details  
7 of that agreement in the next presentation.

8 That -- that agreement serves as the  
9 foundation for our partnership with the community of  
10 Barstow.

11 In 2006, we filed our application to have the  
12 Federal government take the Barstow land into trust.

13 Besides conducting an Environmental Impact  
14 Study on the proposed development, BIA must also decide  
15 whether the development meets the two-part determination  
16 test that the project will be in the best interest of  
17 our tribe and not detrimental to the local community,  
18 before it will take the land into trust for gaming.

19 We hope the information that you hear tonight  
20 from our tribe and the good citizens of Barstow will  
21 answer that question without a doubt.

22 On behalf of all the members of the  
23 Los Coyotes Band, thank you again for the work you have  
24 done on this important application to allow our tribe to  
25 take land into trust in the City of Barstow.

1           And thank you very -- and thank you for the  
2 work you will be doing over the next year to finalize  
3 the application to allow this project to move forward.

4           Thank you.

5           MR. BROUSSARD: Thank you, Spokesperson Chaperosa.

6           Could we get the lights back up, please.

7           Thank you.

8           Now we'll proceed with the public comments.

9           Remember that all comments will be limited to  
10 three minutes. We have a time system here. It's a  
11 digital timer that you will be able to see when you come  
12 up to the podium.

13           The light will be green when you start  
14 speaking. It will start flashing green when you have  
15 one minute left. It will turn yellow when there's  
16 30 seconds left. And then it will turn red, and there  
17 will be a little beep when your time is up. And we ask  
18 you to please wrap up at that point.

19           Please remember to state your name before  
20 speaking and speak as clearly as possible.

21           Also, just a few ground rules and -- and  
22 suggestions. First, summarize your main points within  
23 your three-minute public comment period. Be as specific  
24 as you can. Only substantive comments will be responded  
25 to in the Final EIS.

1           In other words, if you say that you don't  
2 like the analysis in the EIS but you give no specific  
3 rationale, there will be very little that we can review  
4 and respond to at that point. So please be as specific  
5 as you can.

6           Avoid personal attacks. We understand that  
7 there may be strong feelings pro and con regarding the  
8 project. The best opportunity to state your views  
9 convincingly is with a brief and factual presentation.  
10 Personal attacks will not be tolerated at this hearing.

11           With that said, it's okay to disagree with  
12 one another. The key is to do it in a manner of mutual  
13 respect.

14           I will require that no -- you do not make any  
15 noises that would distract from the stenographer's  
16 ability to accurately record the comments.

17           If I can't hear a speaker's comments because  
18 of, you know, sidebar conversations or other  
19 disturbances in the auditorium, such as booing and  
20 clapping, I will stop the hearing until order is  
21 restored.

22           I will require that you address this table  
23 and address the BIA with your comments so that I can  
24 hear what you're saying and so that the stenographer can  
25 accurately record your words.

1           If you do not address -- address us directly,  
2 I will ask the stenographer to stop recording and  
3 request that you move to the next speaker.

4           This hearing is not a referendum. We're not  
5 here to count the number of people for or against the  
6 project.

7           The purpose of the hearing is to collect  
8 comments on the adequacy and the scope of the Draft EIS.

9           And all comments will be considered equally  
10 no matter how many times they're made. So please limit  
11 the substance of your comments accordingly. And if  
12 someone ahead of you has already made your point, there  
13 is no need to repeat it.

14           So, as a courtesy to our elected officials in  
15 the audience that would like to speak, we are providing  
16 you with the first opportunity to come forward and  
17 provide comments.

18           And I'm going to call the first three  
19 speakers up. We have the front row reserved, so,  
20 please, if your name is called, come and sit in the  
21 front row until it's time for you to speak.

22           So the first three will be Mayor Joe Gomez,  
23 Mayor Pro Tem Julie McIntry, and Council Member Tim  
24 Silva. Please come to the front, please.

25           And, Mayor Gomez, feel free.

**Public Hearing PH2**

1 Thank you.

2 MR. GOMEZ: Good evening. My name is Joe Gomez,  
3 mayor of Barstow. I'd like to welcome you to Barstow.

4 It gives me great pleasure to speak on behalf  
5 of the City Council in full support of Los Coyotes  
6 tribe's pursuit for Indian gaming here in the City of  
7 Barstow, as evidenced by the Municipal Service Agreement  
8 with Los Coyotes.

9 One purpose of the Indian Gaming Regulatory  
10 Act was to provide operation of gaming to promote  
11 economic development, self-sufficiency, strong tribal  
12 government.

13 Los Coyotes tribe is one of the less  
14 fortunate tribes in the United States. Today, there  
15 still is no development on the Los Coyotes reservation.

16 Our administration has been talking about  
17 economic stimulus for the past two and a half years.  
18 The Barstow casino resort will be the catalyst that will  
19 stimulate our local economy.

20 We have 47 percent of our residents on some  
21 type of public assistance. That's the highest  
22 percentage in the county. Seventeen percent of our  
23 citizens are unemployed. Twenty-three percent of our  
24 population is below poverty level.

25 Indian gaming will affect the immediate

PH2-1

1 welfare and future prosperity of each and every one of  
2 us, with \$160 dollars in construction, over 800 jobs,  
3 260 indirect or induced jobs, and with the 4.3 net  
4 earnings of an estimated four -- or seven million  
5 dollars to the City's general fund.

6 The Barstow casino resort will be miles away  
7 from the schools, churches, homes, and parks. Located  
8 near the Tanger Outlets, the casino resort keeps traffic  
9 out of residential communities and protects our  
10 environment.

11 We have confidence that this project will  
12 have a positive impact to the City of Barstow.

13 In closing, we ask for your support to ensure  
14 that the Los Coyotes tribe has the same economic  
15 advantage, like many of the fortunate tribes which are  
16 benefiting from Indian gaming.

17 They deserve it. They have earned the right  
18 to be self-sufficient and have a strong tribal  
19 government now and for future generations ahead. We are  
20 working together to shape our future.

21 I want to thank you.

22 MR. BROUSSARD: Thank you.

23 Julie McIntyre.

**Public Hearing PH3**

24 MS. MC INTYRE: Thank you on behalf of the -- the  
25 citizens of Barstow and to the people of the surrounding

PH2-1  
cont.

PH3-1

1 areas.

2           Let me continue on that. Not only do we  
3 support it as a council, but, personally, I support  
4 this.

5           I work and I live in this community. I was  
6 born and raised -- I support this community  
7 wholeheartedly.

8           I mean, not only with the Municipal Service  
9 Agreement, the -- the lives that it will protect -- it  
10 will coincide with the Municipal Code of Barstow.

11           It will also -- the project will be  
12 consistent with the policies and the purpose of the  
13 California Environmental Equality Act. It will also  
14 provide much needed job access. It will provide the  
15 revenue for also police and fire.

16           There's not a lot in Barstow at the moment  
17 for growth. I believe this is one project that will  
18 stimulate that; that will also bring future jobs, future  
19 economic stimulus, and this is needed in Barstow, our  
20 citizens are in favor of this.

21           And with -- with that, I thank you. I would  
22 like to most wholeheartedly thank the Los Coyotes. We  
23 have been working with them for over ten years, and they  
24 truly will be good partners and neighbors to this  
25 community.

1 Thank you.

**Public Hearing PH4**

2 MR. BROUSSARD: Thank you.

3 MR. SILVA: Yes. Thank you. Welcome to Barstow.

4 All right. Again, I haven't finished  
5 reviewing the entire EIS, and I don't know that I will  
6 in the near future.

7 But, you know, reviewing it in the past, I  
8 know there's a lot of repetition in there. And we look  
9 at how it's going to affect us.

10 And I'd like to touch on economics. And I  
11 know it's been mentioned regarding the 47 percent  
12 government assistance. There's an economy part about  
13 that, yet, that we don't talk about, and that's not new.  
14 That was consistent during the good times, too. Barstow  
15 did not boom in what we call "the good times."

16 We are consistently staying in that high  
17 40 percent of government assistance, and this will  
18 definitely help that out.

19 And it will tap in, basically, what I  
20 consider Barstow's natural resource, our location. And  
21 we have been prevented now from tapping into that for  
22 ten years, to -- to use our location to help, not just  
23 our City, but our friends with the Los Coyotes.

24 There's an Environmental Impact Report. I'm  
25 sure we're going to look at how we're going to handle

27

PH4-1

1 that. We handle that traffic already. The traffic goes  
2 through here, takes money to our neighboring state,  
3 Nevada. And what we're looking at here is not  
4 increasing traffic, but stopping it here, keeping our  
5 tax-payer dollars in California.

6 There are no schools, no churches, no housing  
7 in the area we've selected. It's perfect for this type  
8 of commercial endeavor. And it's fully supported by the  
9 citizens of Barstow.

10 And, about four years ago, there was a  
11 measure that would have stopped this project, and that  
12 measure, Measure H, was defeated by 81 percent vote of  
13 the citizens of Barstow in an above-average turnout  
14 election.

15 Thank you for your time.

16 MR. BROUSSARD: Thank you.

17 The next three speakers will be Council  
18 Member Tim Saenz, Counsel Member Willie Hailey, and  
19 Chairman Morris Reid.

20 And, just as a reminder, please restate your  
21 name for the record before giving your comments.

22 So Tim Saenz.

23 MR. SAENZ: Yes.

**Public Hearing PH5**

24 Good evening. Tim Saenz of Barstow.

25 I -- I think this is a great opportunity, not  
28

PH4-1  
cont.

PH5-1

1 just for Barstow, but also the tribe. We -- we are on  
2 the cusp of something that's going to change Barstow,  
3 being a lifetime Barstow-nian, as well as for the tribe.

4 Reading the IGRA requirements, the two-part  
5 determination, this fits perfectly.

6 Reading and having reviewed the EIS, I'm  
7 fully supportive of it. And I just push upon you to  
8 take back how this is going to change not just the City  
9 of Barstow, but Los Coyotes -- the opportunities it's  
10 going to give them for self-sufficiency and also the  
11 economic benefits it will bring to the City.

12 Thank you.

13 MR. BROUSSARD: Thank you.

14 Willie Hailey.

**Public Hearing PH6**

15 MR. HAILEY: Good evening. I'm Council Member  
16 Willie Hailey. Thank you for coming here to hear our  
17 concerns.

18 You know, as an elected official, sometimes  
19 we get confused about what we serve and who we serve.  
20 And, as an elected official, we need to remember that we  
21 serve our community.

22 When I first got elected, you know, you have  
23 high ideas about what you want to do, what you  
24 accomplish. And there's one thing in this community  
25 that the community of Barstow wants. This community

PH5-1  
cont.

PH6-1

1 wants to succeed.

2           And how I feel, as an elected official, the  
3 community wants this -- wants this casino. It's as  
4 plain and simple as that. And, if the community wants  
5 it, I want it.

6           And if you look at all the laws that the  
7 casino has met for the last ten years, all the drafting,  
8 everything that went on for ten years, it's time that we  
9 stop the paperwork and start moving this casino forward.

10           You've got ten years. That's long enough.  
11 And I think everything has been met. Even more  
12 importantly, that the casino -- that the people of  
13 Barstow want the community (sic), the Los Coyotes want  
14 us. And you know what? We want them. Because we're in  
15 the same economic status that they are.

16           We have -- our unemployment rate is the  
17 highest in the county. We have -- we have two groups of  
18 people who want each other. So don't divide us. Don't  
19 divide us any further. Don't take us down the road ten  
20 more years. Approve this agreement and let's move on.

21           MR. BROUSSARD: Thank you.

22           Chairman Morris Reid.

23           MR. REID: Thank you.

**Public Hearing PH7**

24           My name is Morris Reid. I'm a tribal council  
25 member of the Picayune Rancheria of the Chukchansi

PH6-1  
cont.

PH7-1

1 Indians. We thank you for inviting us here.

2 We are today -- we are here today to express  
3 our strong opposition to the current interpretation of  
4 the two-part determination and are in strong opposition  
5 to this off-site, off-reservation gaming project of the  
6 Los Coyotes Indian casino here in Barstow, California,  
7 hundreds of miles from the actual Coyotes reservation  
8 and completely off of historical lands of this tribe.

9 The Picayune Rancheria does not propose  
10 fee-to-trust acquisition for gaming, as said in the  
11 California Proposition 1-A, constitutional -- I lost my  
12 thought here.

13 California Proposition 1-A is a Federal land  
14 legislation -- Proposition 5 and 1-A assured the voters  
15 of California that appropriate -- that approves --  
16 approval of the measure would not result in tribal  
17 gaming being okayed in urban areas, but located in  
18 tribal land.

19 This is also -- this is following rules of  
20 the regulations, and also the same compacts,  
21 establishing gaming on -- by establishing gaming on  
22 tribal lands.

23 Voters of California rejected the expansion  
24 of non-tribal commercial gaming in urban areas by  
25 rejecting Proposition 68.

1 Proposed in the IGRA -- in the IGRA, it's the  
2 understanding that tribal gaming would be conducted  
3 under authority of the tribal union government and  
4 members of the tribal government would benefit through  
5 the job, and jobs and opportunities that would result  
6 from the tribal casino operations.

7 They -- today oversight by the Los Coyotes  
8 tribe of the casino operations regulations would be  
9 negligible, and most likely non-existent, if -- if -- it  
10 would be -- in reality, it would be a commercial gaming  
11 operation done by non-gaming tribal members and operated  
12 by out-of-state gaming investors by the Los Coyotes  
13 tribal government -- but by Los Coyotes tribal  
14 government.

15 We -- we know that these distances are very  
16 far from their original rancherias and reservations.  
17 And these distances would keep tribal members from jobs.

18 If they do move and they do try to get a job  
19 in the operations here, they will have moved from and  
20 away from tribal lands, losing their identity, losing  
21 their cultural traditions.

22 And it just seems to be that this happened a  
23 long time ago, and sometimes it's better not to have  
24 assimilation, and that's what we're looking at here as  
25 opposition.

PH7-1  
cont.

PH7-2

1           Outside that --

2           MR. BROUSSARD:  You're time is up, Chairman.

3           MR. REID:  Thank you very much.  And I look forward  
4 to the next three minutes, if I have them.

5           MR. BROUSSARD:  The next three speakers will be  
6 Picayune tribal council member Dora Jones; David  
7 Grossman, and Jose Guzman.

8           Dora Jones.

**Public Hearing PH8**

9           MS. JONES:  Good evening.  And thank you for giving  
10 me the opportunity the speak here today.  I appreciate  
11 the community that's here to give input.

12           But let me remind you, IGRA was made for the  
13 tribal community, made for building infrastructure of  
14 tribes, not non-tribal communities.

15           And having this casino built in Barstow would  
16 not service the tribal community of Los Coyotes.  I and  
17 the tribe also wishes all the tribes people to be able  
18 to do some kind of economic development on their  
19 property.

20           Gaming specifically says -- IGRA says gaming  
21 is to be done on the tribal lands.  And this community  
22 of Barstow is not tribal lands.

23           Forty-seven percent -- let me tell you, it's  
24 a horrendous number.  But what is the unemployment  
25 record for most of the tribes in California?  And this

PH7-2  
cont.

PH8-1

1 is where IGRA came through.

2 With the propositions that were passed, we  
3 promised that we would keep gaming on tribal lands.  
4 This City of Barstow, again, is not tribal lands.

5 The City of San Francisco, downtown L.A.,  
6 they are not tribal lands, as depicted in the current  
7 jurisdiction.

8 We have numerous, numerous Federal  
9 legislatures, Congressmen and woman, senators --  
10 California senators are adamantly opposed to  
11 off-reservation gaming.

12 Many of the California legislatures are also  
13 opposed, both California senators and California  
14 Assembly people.

15 Remember, BIA may put this land into trust,  
16 but it's the California legislatures that have to  
17 approve it. Otherwise, we don't go nowhere.

18 So, again, I would like to thank you for your  
19 time. And Picayune will be submitting these documents  
20 in our written comments before the September deadline.

21 And, again, I appreciate the comments of  
22 everyone in this room, and, hopefully, we will have a  
23 just outcome.

24 Thank you.

25 MR. BROUSSARD: Thank you.

PH8-1  
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David Grossman. **Public Hearing PH9**

MR. GROSSMAN: Good evening. My name is David Grossman. I'm a faculty member serving as the interim dean of construction here at the college.

And on behalf of the Board of Trustees and the president of Barstow College, we welcome all of you here today.

Unfortunately, the members of the Board, the District president, and many of the college administrators are unable to be in attendance for this very important hearing on a topic of immense interest to the citizens of the greater Barstow area due to a scheduling conflict with the regularly scheduled meeting of the Board of Trustees at this time.

It is our position that the building of this proposed casino would greatly enhance the economic vitality and livability of the region in many ways -- increase opportunities to significantly improve and promote the region's workforce and economic development.

In this endeavor, Barstow Community College is committed to assist in achieving this vision by providing educational opportunities that casino workers and their families need or desire.

Further, the college will look to work with casino management to help train its workforce in order

PH9-1

1 to best meet its needs, including, but not limited to,  
2 business, accounting, culinary arts, electronics,  
3 electrical, alternative energy, technology, public  
4 safety, welding, hospitality, gaming or other special --  
5 specially designed or tailored-training programs.

6 In conclusion, we at Barstow Community  
7 College reiterate our support for the Los Coyotes  
8 Barstow casino project and are confident that a  
9 productive and mutually beneficial partnership between  
10 the two entities will be established that will generate  
11 tremendous benefits for the greater Barstow community.

12 Thank you.

13 MR. BROUSSARD: Thank you.

14 Mr. Guzman.

15 MR. GUZMAN: Yes.

**Public Hearing PH10**

16 Good evening. My name is Jose Guzman. I've  
17 been a truck driver for all -- for the rest of my life.  
18 My life, for the last 15 years -- I've been living in  
19 California for the last 15 years.

20 It's been that during that time, I get -- I  
21 get laid off because of the jobs leaving the state of  
22 California.

23 I also work in Arizona, and I've been a truck  
24 driver over there, too, and all the jobs that I used to  
25 deliver to in the state of Arizona -- Arizona -- excuse

PH9-1  
cont.

PH10-1

1 me.

2 I was a truck driver in Arizona. The same  
3 thing, I got laid off. I came back here -- back to  
4 California and up here in Barstow. I've been a truck  
5 driver in Barstow. Also I got laid off too, also.

6 Right now I'm supporting the -- the  
7 Los Coyotes and the casinos for coming back to work.

8 Right now I'm collecting Social Security.  
9 Right now I'm collecting -- our check for Social  
10 Security is (inaudible).

11 I'd like to get -- I'd like to support the  
12 casino so we can get back to work.

13 Thank you.

14 MR. BROUSSARD: Thank you.

15 The next three speakers will be Joseph Brady,  
16 David Solano, and Rubin -- I can't quite make out the  
17 last name --

18 AUDIENCE MEMBER: Arredondo.

19 AUDIENCE MEMBER: Arredondo.

20 MR. BROUSSARD: Yes. Thank you.

21 Joseph Brady.

**Public Hearing PH11**

22 MR. BRADY: Good evening. Welcome to Barstow. My  
23 name is Joseph Brady.

24 With my wife, Deborah K. Brady, we own Bradco  
25 Company in Victorville, and we're also proud to be the

PH10-1  
cont.

PH11-1

1 owners of Barstow Real Estate.

2 Barstow Real Estate Group and the Alliance  
3 Management Group out there in Barstow are heavily and  
4 financially committed to the citizens of the City of  
5 Barstow for the last 20 years. We also built a  
6 subdivision out here in 20 years, Barstow Highlands.

7 I'm also the publisher of the Bradco High  
8 Desert Report, so we track -- we've tracked the economy  
9 of the Barstow area I think longer than anybody.

10 We know we have 36 percent welfare and cash  
11 assistance, very high unemployment. We're close to  
12 26 percent.

13 We drive the -- the neighborhoods out here,  
14 and the people in the real estate industry can hardly  
15 make a living. And when you look at the unemployment  
16 that challenges us, we need this casino.

17 I'm proud to have worked with Mr. Malik and  
18 Mrs. Ilitch in assembling this land six years ago.

19 We need this. This is about jobs. I believe  
20 that this economy has probably got five to seven very  
21 hard years ahead of it, and without this casino, I think  
22 we're going to see another broken promise out here in  
23 Barstow.

24 I want to thank the key tribal member, Shane  
25 Chaperosa, and everybody for coming on out here. This

1 has been a long road.

2 And also I wish to thank Michael Malik and  
3 his team and Tom Shields and Lance. There's a lot of  
4 money that's been spent on this, and -- and the people  
5 of Barstow need this project. This is the one shot in  
6 the arm we really need to have.

7 And I'd like to commend all the speakers that  
8 have talked about how bad this economy is. This town  
9 has had a lot of broken promises in the 23 years I've  
10 been up here.

11 Thank you.

12 MR. BROUSSARD: Thank you.

13 David Solano.

## Public Hearing PH12

14 MR. SOLANO: Good evening. My name is David  
15 Solano. I'm from Barstow, and I've been here since  
16 October of '84.

17 I would just like to say that I'm amazed at  
18 how many people showed up for this tonight. I was -- I  
19 had been to one before, but I was kind of expecting  
20 50 folks, maybe.

21 Okay. I'll make up for the guy that went  
22 over on his time, because I don't have a whole lot to  
23 say that hasn't already been said.

24 On the positive side, maybe you haven't  
25 thought about this for -- being a win-win situation as

1 far as revenue. But there's four races -- off-road  
2 races in Barstow a year. And with the locations of the  
3 casino, those folks are going to be very interested in  
4 coming down to the casino and spending their money. So  
5 it's a matter of revenue for the Indian tribes. It's a  
6 matter of revenue for the City, so it's nothing but a  
7 win-win.

8 I was hoping to be able to speak later on  
9 because I wanted to kind of get a flavor for what all  
10 was going to be presented.

11 You know, I know there's a lot of folks here  
12 that are on the positive side. But there's got to be a  
13 number of folks that are going to speak on the con side,  
14 too.

15 And there's processes that can take place.  
16 I'm certain that there's a project management section  
17 within the City of Barstow. They'll assign a project  
18 manager to proceed with this, to kind of work through  
19 the issues and constraints. You know, do the gap  
20 analysis and your risk assessment or your risk  
21 mitigation to get where you need to go, go from current  
22 state to future state.

23 Everything else that I was going to say has  
24 been said, so that's all I have to offer.

25 MR. BROUSSARD: Thank you.

1 Ruben.

**Public Hearing PH13**

2 MR. ARREDONDO: Good evening. I'm Ruben Arredondo,  
3 a long-time resident of Barstow.

4 And everybody's been talking about it, and  
5 it's very obvious that we're in a declining -- our  
6 economy is in sorry condition. And we have between  
7 16 and 17 percent unemployment. And a lot of figures  
8 have already been given out.

9 I think the casino will do a great amount of  
10 good things for this community. This community has been  
11 in a tailspin for a number of years.

12 And it was at one time -- we were a railroad  
13 center and one of the busiest highway junctions in the  
14 West Coast. We've had a lot of promises here, but we  
15 haven't had any delivered to us.

16 One of the things we've lost here -- nobody  
17 talks about it -- is we've lost our pride and dignity.  
18 And I think this casino, Los Coyotes Indian tribe,  
19 BarWest Gaming, will help us bring back our pride and  
20 dignity. This is very important to the people. And I  
21 think most of you realize this.

22 I'm willing to do anything I can to support  
23 this. My daughter is here. My good friends are here.  
24 He's a VFI man. He's a war veteran, as I am. POW --  
25 served in the POW camp in North Korea in the '50s.

41

PH13-1

1           And I want to say also that I think this  
2 casino would bring prosperity. It will bring new  
3 businesses. It will bring recreation. It will bring  
4 doctors, specialists, and it will improve our school  
5 system.

6           Thank you very much.

7           MR. BROUSSARD: Thank you.

8           The next three speakers will be Harvey  
9 Walker, Charles Wood, and Mariano Rios.

10           Mr. Walker.

**Public Hearing PH14**

11           MR. WALKER: Thank you.

12           My name is Harvey Walker. I'm a resident of  
13 Barstow.

14           Good evening. And I thank you for allowing  
15 me to make a few short comments.

16           I have read all 444 pages over the past three  
17 weeks of the EIS. I have found nothing in the Draft EIS  
18 which would prevent the project from not going to its  
19 successful completion.

20           Four years ago I wrote letters to all  
21 politicians representing the City, County, State, and  
22 Federal. I stated, let's keep California dollars in  
23 California, and thereby keeping the associated taxes  
24 here to aid the City, County, and State. Some listened.  
25 Some didn't.

PH13-1  
cont.

PH14-1

1           An important mistake to those who didn't heed  
2 good advice. The tribe needs the revenue. This  
3 government needs the revenue.

PH14-1  
cont.

4           Some parts of the EIS are dated and I assume  
5 will be corrected prior to its final publication.

6           Road infrastructure. I was concerned about  
7 the access and egress to the project, and have since  
8 learned that CalTrans is planning an interchange about  
9 one mile south on Outlet Center Drive to connect to  
10 I-15, if the project is approved.

PH14-2

11           Utilities and sewer. It appears the City,  
12 Southwest Gas, Southern Cal Edison, and Golden State  
13 Water are planning to expand south on Outlet Center  
14 Drive to accommodate future facilities that will be  
15 built to support the visitors to the project.

PH14-3

16           The utility upgrades and additions are not  
17 completely mentioned and may be beyond the scope of this  
18 Draft EIS.

19           I have watched the ebb and flow of the  
20 economy of Barstow for the past 30 years. Lately, the  
21 ebb has been greater than the flow.

22           For the good of the entire Barstow area and  
23 its severe influence, a positive outcome in future  
24 project approval would be most welcome.

PH14-4

25           In the words of Larry the Cable Guy, "Git 'er  
43

PH14-4  
cont.

1 done."

2 MR. BROUSSARD: Thank you.

3 Charles Wood.

4 MR. WOOD: Thank you.

**Public Hearing PH15**

5 I'm Charles Wood, chairman of the Chemehuevi  
6 Indian Tribe.

7 And, first, I'd like to say that the tribe  
8 supports Indian gaming in Barstow. However, I'd like to  
9 first go back to the 2006 scoping report, one that  
10 reminds us of several unanswered concerns at that time,  
11 specifically mentioned in the Section 3.2.18, "Tribal  
12 Issues."

13 "Will Indian gaming be allowed only on  
14 ancestral lands?"

15 "Do the Los Coyotes have an ancestral  
16 connection to Barstow?"

PH15-1

17 There's a profound opposition to reservation  
18 shopping. The developer went tribe shopping, and, as  
19 the project was initiated by the developer, they will be  
20 taking 30 percent of the profit.

21 Five years later, these are still major  
22 concerns that must be answered.

23 To address the concerns about the developer,  
24 the Indian proposal and that Barstow -- BarWest went  
25 tribe shopping, one need only to look at the exclusive

1 negotiation agreement with the City that made BarWest  
2 the only developer that could build the casino.

3           You need to look at the disposition of the  
4 development agreement. Again, an agreement that made  
5 BarWest the only developer in Barstow.

6           And, third, the original sign that was  
7 erected on April 1st, 2005, by BarWest, that never  
8 mentioned the tribe at all, only that BarWest would be  
9 the developer.

10           On October 7th, 1988, the Indian Gaming  
11 Regulatory Act was signed into law by then-President  
12 Ronald Reagan.

13           Soon concerns about the proliferation of  
14 off-reservation gaming started to become a national  
15 issue. That fear continues today.

16           Indeed, on April 8th, 2011, Senator Feinstein  
17 introduced the Tribal Gaming Eligibility Act that would  
18 require tribes to have an ancestral and historical tie  
19 to the community where they wish to build their gaming  
20 projects.

21           The underlying concern, of course, is that  
22 tribes with no ancestral ties will try to establish  
23 sovereign authority over lands to which they have no  
24 legal or cultural rights.

25           In the case of Los Coyotes, they are

PH15-1  
cont.

PH15-2

1 attempting to jump over one half of San Diego County,  
2 the complete county of Riverside, and one half of the  
3 county of San Bernardino just to reach Barstow.

4 In addition, they are attempting to leap  
5 over -- to leapfrog over ten other reservations that  
6 stand between them and Barstow.

7 We, the Chemehuevi, believe that tribes  
8 should remain in their ancestral and historical  
9 homelands and within the county they presently occupy.

10 I've run out of time. I hope to speak, too,  
11 later.

12 But very quickly to summarize, and I'll take  
13 my time later, as well, we oppose any fee-to-trust  
14 transfer of land in the City of Barstow, San Bernardino  
15 County to the San Diego County based Los Coyotes Band of  
16 Cahuilla and Cupeno Indians who lack any ancestral or  
17 historical connections to the Barstow community.

18 Thank you.

19 MR. BROUSSARD: Thank you.

20 Mariano Rios.

**Public Hearing PH16**

21 MR. RIOS: Hi.

22 Can you hear me all right?

23 AUDIENCE MEMBERS: Yes.

24 MR. RIOS: My name is Rios -- Mariano Rios. "Rios"  
25 stands for "rivers" in English.

PH15-2  
cont.

PH16-1

1 I want to thank you for letting me advocate  
2 my comments on this beautiful day, summertime.

3 First of all, I've been in Barstow since  
4 1960, and I used to be on the City of Barstow back in  
5 the '70s, next to my -- for landowners.

6 And I'd sure like to see and like to hear  
7 reality for the three tribes which is Cahuilla, Cupeno,  
8 and -- what's the other one? -- Coyote.

9 All right. So I'd like to say, we had a good  
10 turnout. Thank you. I'd sure like to -- I'd sure like  
11 to see the casino become a reality. For our citizens,  
12 it's a -- it's time for entertainment for whatever years  
13 we have left.

14 I'm 80 years old, and I feel like 35. No.  
15 No.

16 I want to thank you very much for letting me  
17 speak. Thank you.

18 MR. BROUSSARD: Thank you.

19 The next three speakers are Jeanne Wist --  
20 Wist -- I may have butchered that badly -- Bette Moses,  
21 and Nancy Dipman.

22 Jeanne Wist, Bette Moses, and Nancy Dipman.

23 Ms. Wist.

**Public Hearing PH17**

24 MS. WIST: I'll have you know this is the first  
25 time anyone has pronounced my name almost right. So I

PH16-1  
cont.

PH17-1

1 knew that you wouldn't pronounce it right, so I was  
2 going to sit in my seat and ignore you. But you had to  
3 pronounce it right.

4 Okay. My name is Jeanne Wist. I'm a  
5 resident of California at Barstow.

6 And I was going to ask a question, but you  
7 eliminated that from the beginning, so all I'll say is,  
8 we've had some really good speakers here. And I really,  
9 really hope that casino goes in because it will be a  
10 boost for Barstow.

11 Thank you.

12 MR. BROUSSARD: Thank you.

13 I should say, it's okay to ask questions. We  
14 just won't provide answers at this hearing, so if you  
15 want to ask questions, it will be in the record, and  
16 then, if it's a substantive question, a response will be  
17 provided in the final document.

18 Bette Moses.

### Public Hearing PH18

19 MS. MOSES: Thank you. Welcome to Barstow.

20 I've been here since 2004. I came from the  
21 Southland. But, anyway, there's several things I'd like  
22 to comment on.

23 I've been a firm advocate of the casino, and  
24 let me say also that I think that the single casino is  
25 much better than having the two casinos. This allows

48

PH17-1  
cont.

PH18-1

1 for only 100 hotel rooms in the casino -- I mean, in the  
2 hotel. That means no problems for filling Hampton Inn,  
3 Holiday Inn Suites, and the other surrounding hotels,  
4 because those are plenty of rooms for everybody.

5 A fact that -- I was devastated when the  
6 Los Coyotes reservation was in the fire. I think that  
7 is horrendous. It was only saved by a wind change.  
8 They deserve to be where they're safe. We have a fire  
9 department here, so we know that they'll be safe.

10 I, too, went through the EIR thing, too, for  
11 several pages and pages and pages. And I saw nothing  
12 either that would . . .

13 The gambling here in California will save  
14 money in California, rather than sending it to Nevada.  
15 So I think that is a good thing also.

16 But most of all, I'm so concerned about the  
17 tribe. I've met many of them, and they're such  
18 wonderful people. They deserve more than they got.  
19 They've had a horrible life, and Mother Maria is just a  
20 wonderful person. I'm so sorry she's not here.

21 But I hope that this happens. We need the  
22 jobs. I'm a full-time student here, as well, at 87.

23 And I expect to be around for a long time  
24 more, and I want to see this happen.

25 Thank you for your time.

1 MR. BROUSSARD: Thank you.

2 Nancy -- Nancy Dipman. Nancy Dipman.

3 Okay. So then the next three speakers will  
4 be Marianne Treese or Treese, Sean Fowler, and Bob  
5 Conaway.

6 Ms. Treese.

**Public Hearing PH19**

7 MS. TREESE: Hi. My name is Marianne Treese. My  
8 husband Jim and I moved to Barstow 49 and a half years  
9 ago.

10 And at that time we had a thriving community.  
11 Over these years, we've taught school for many, many,  
12 many of them. And we've watched everything decline,  
13 just the way you've heard from everybody else who's been  
14 speaking.

15 What I want to say is, we need the casino. I  
16 don't say that because I love to play video poker. I  
17 really -- we really need all of the advantages that the  
18 casino will bring us.

19 And it would be wonderful if people didn't  
20 just pass through Barstow the way they always have for  
21 the past -- forever. It would be nice to have this be a  
22 destination for them.

23 And since Barstow has always been wonderful  
24 to us -- it's a very welcoming community and also has  
25 been -- and we welcome the Los Coyotes here.

PH19-1

PH19-1  
cont.

1 Thank you.

2 MR. BROUSSARD: Thank you.

3 Sean Fowler.

**Public Hearing PH20**

4 MR. FOWLER: Good evening. My name is Sean  
5 Fowler -- I almost knocked this over -- I'm the chief  
6 executive officer for Barstow Community Hospital.

7 Barstow Community Hospital is in full support  
8 of the Los Coyotes Band of Cahuilla and Cupeno Indians  
9 developing an Indian gaming facility in Barstow with  
10 more than 60 percent of our workforce unemployed, many  
11 others underemployed, and estimates as high as  
12 45 percent of the community are on some form of  
13 government aid.

14 This economic development project is crucial  
15 to this community. There will be permanent jobs created  
16 by the casino that are going to come with benefits,  
17 including health insurance.

18 In 2010, as an example, Barstow Community  
19 Hospital provided community members with nearly  
20 \$20 million in charity and uncompensated care.

21 Putting our community members back to work  
22 through a living-wage job with benefits is imperative to  
23 the long-term viability of Barstow Community Hospital,  
24 as well as the local community, especially in times when  
25 we are investing tens of millions of dollars in a new

PH20-1

1 hospital for Barstow.

2 In addition to the economic benefits of this  
3 project, it will provide our community with  
4 recruitment -- with recruitment attraction for new  
5 professionals, physicians and businesses.

6 Barstow Community Hospital has considerable  
7 challenges in recruiting physicians and other  
8 professionals to Barstow because the community is not  
9 what many of them are seeking.

10 This first-class resort will provide some of  
11 those amenities that professionals are seeking, like  
12 entertainment and dining options.

13 In closing, I appreciate the opportunity to  
14 provide you with a few but relative facts of the benefit  
15 that we at Barstow Community Hospital see this casino  
16 resort providing as service to the greater Barstow area.

17 Thank you.

18 MR. BROUSSARD: Bob Conaway. **Public Hearing PH21**

19 MR. CONAWAY: Good evening. I'm Bob Conaway from  
20 Hinkley. I have a business in Barstow.

21 I have a number of comments. Gambling is a  
22 predatory type of industry. It basically goes after and  
23 takes the economy away, in some instances even from the  
24 local economy, from the projection that the Indian  
25 tribal chairman suggested, it would take as much as

PH20-1  
cont.

PH21-1

1 15 to 20 percent of the local revenue away from existing  
2 businesses and needs.

PH21-1  
cont.

3 I think that that particularly is a problem  
4 in an economy that is impacted, such as Barstow, with  
5 such a high percentage of people that are on public  
6 assistance. I'm troubled by that. And I think that  
7 leads into the next point that I have.

8 Which is, I'm concerned about the political  
9 impact of a tribe with a relatively small number of  
10 people with no success in developing properties or any  
11 sort of business enterprise, keeping up with an outside  
12 company that's going to take 30 percent of the profit  
13 revenues, and what's that going to do to local  
14 self-determination?

PH21-2

15 In the San Manuel development, \$200,000 was  
16 spent on a college board race by one of the members of  
17 the tribal council. That is historative of what the  
18 normal political equation is in the local community.

19 I am deeply concerned that the economic slide  
20 that's going to take place is going to take place in  
21 terms of who gets elected to offices, whether local  
22 people have a voice, and to what extent these outside  
23 agencies, i.e., BarWest, is going to have in terms of  
24 the economy.

25 More specifically, I'm concerned about road

PH21-3

1 safety. You're going to have a 24/7 operation where  
2 alcohol is served. They're going to be dumping those  
3 people on the streets between here and the BLM land,  
4 where there is recreational driving, and between here  
5 and the freeway, which goes through the areas where our  
6 citizens are involved. I see no mitigation steps being  
7 proposed for this.

8           Finally, if the purpose is of these programs  
9 to get, in fact, tribal leadership to get a strong  
10 tribal government, I submit that there needs to be  
11 something in the report that shows what good-faith  
12 efforts have been made by the tribal using BLM resources  
13 and using BarWest resources to develop their own land.  
14 That is an opportunity that is not even addressed.

15           And I think the report in its current form  
16 and its prior form is sorely in need of addressing.  
17 What efforts have been made to show that their land is  
18 not developable, such as a recreation area, a retreat?  
19 It's a beautiful high mountain area. It's a preserve  
20 for animals. Why could that not be developed into a  
21 resort?

22           I think questions need to be asked and not  
23 simply slide the ball, if you would, over to the  
24 conclusion that, gee whiz, let's make them another  
25 gambling magnate, and Barstow skims in another three or

PH21-3  
cont.

PH21-4

1 four percent of the revenue profits.

2 We need to address the alternatives and  
3 what's good for the tribal government and whether or not  
4 creating this cash windfall is going to be good for even  
5 them.

6 MR. BROUSSARD: Thank you.

7 The next three speakers will be Pastor  
8 Clarence Luckey, Cheryl Wachel, and Glorial Hentrell.

9 Pastor, how do you say your last name?

10 MR. LUCKEY: Luckey.

11 MR. BROUSSARD: Thank you.

12 MR. LUCKEY: Good evening. **Public Hearing PH22**

13 My name is Pastor Clarence Luckey. I'm the  
14 pastor at the AME church here in Barstow, and I'm here  
15 this evening to express my complete support for the  
16 Barstow community resort -- casino resort, primarily  
17 because it will improve the lives of individuals here in  
18 Barstow, but in more ways than one.

19 In particular, the self-esteem of families  
20 who have depended on governmental support for a number  
21 of years. And I believe that, by the construction of  
22 this project, it will assist a lot of individuals in  
23 improving their self-esteem because they'll be able to  
24 support themselves by the sweat of the brow, as the  
25 Bible says.

1           And not only that, but the children will be  
2 able to look up to their parents because they're out  
3 supporting their family as opposed to sitting and  
4 waiting for someone to give them a handout. And that's  
5 the reason why I'm here to support that project this  
6 evening.

7           Thank you.

8           MR. BROUSSARD: Thank you.

9           Ms. Wachel.

**Public Hearing PH23**

10          MS. WACHEL: Hi. Cheryl Wachel, W-a-c-h-e-l.

11           My husband and I came up from Victorville in  
12 support of this project. I think it will benefit the  
13 entire area, not just Barstow.

14           For one thing, the state of California can  
15 hold on to the revenue that's going to the state of  
16 Nevada at this point.

17           The other thing that I wanted to point out is  
18 that I have visited many Indian gaming casinos, and the  
19 environmental impact of this casino is so much lower  
20 than many others.

21           The Cahuilla Creek Casino in the city -- in  
22 the town of Anza, you drive many, many miles to get to  
23 it. That's an impact on the environment.

24           And so the environmental impact of this  
25 casino is really minimal compared to all the benefits.

1           And I don't want to forget to mention the  
2 fact that the benefit is not just to the City of  
3 Barstow, but to the tribe, who have very little other  
4 resources to give them. It will be a benefit, which  
5 will eventually benefit their environment.

6           Thank you.

7           MR. BROUSSARD: Thank you.

8           Glorial Hentrell.

**Public Hearing PH24**

9           MS. HENTRELL: My name is Glorial Hentrell. It's  
10 spelled -- Glorial is spelled G-l-o-r-i-a-l, and  
11 Hentrell is H-e-n-t-r-e-l-l.

12           I'm here to support the casino, not only  
13 because it will bring jobs for us, but it will help them  
14 to be able to stand on their own.

15           And I heard the man a few minutes ago talk  
16 about San Manuel. Well, I used to coordinate a bus to  
17 the Indian reservation, to Morongo, when they were  
18 building San Manuel, and there was a discrepancy. They  
19 didn't want it. They fought against it, but the -- the  
20 tribe won. They got this casino.

21           It is a trillion-dollar business now, and the  
22 homes that they did have, nowadays look nothing like  
23 what they did have. If we can help them while helping  
24 ourselves, why not help them.

25           My thing is, they're building a bullet train

57

PH23-1  
cont.

PH24-1

1 to go shoot past Barstow to Vegas. Don't let this  
2 casino shoot past Vegas, going to somewhere else,  
3 because we need it. We need dimes, and they need dimes.

4 Barstow, from what I heard from another --  
5 one of the community members that's been here a long  
6 time, Barstow used to be booming. It isn't anymore.

7 And if we don't do something, the way they  
8 described the situation they're in, we're going to wind  
9 up in the same situation, because people are leaving  
10 because there are no jobs and they have no recourse.  
11 And they're losing their properties and everything else.

12 So if we can help them while we help  
13 ourselves, go for it.

14 And God bless us all because we all need it.  
15 Thank you.

16 MR. BROUSSARD: Thank you.

17 The next three speakers are Joe Alberta, Jeff  
18 Eason, and Patricia Ramirez.

**Public Hearing PH25**

19 MR. ALBERTA: Good evening. I'm Joe Alberta,  
20 Picayune Rancheria of the Chukchansi, tribal community  
21 representative.

22 I would like to --

23 MR. BROUSSARD: Mr. Alberta, pull the microphone up  
24 a little. Thank you.

25 MR. ALBERTA: I would like to go with

1 Alternative C, the Los Coyotes building the hotel/casino  
2 on their pre-existing reservation. It's a very large  
3 reservation.

4 We come from a reservation of less than  
5 8,062, where we built our hotel/casino. We followed the  
6 rules of Proposition 1-A and IGRA. And we expect that  
7 the other 110 tribes of California to follow the same  
8 rules of IGRA as we have.

9 It's a struggle. We have over a thousand  
10 members in our tribe; they, only 383. And this is going  
11 to be a very, very lucrative casino proposition for them  
12 here in Barstow.

13 I believe that this is a very slippery slope.  
14 If you allow one Indian tribe, it's -- you have a  
15 fiduciary responsibility to all Indian tribes of  
16 America. There's 535 of us -- to take care of all of  
17 us. Make sure that we all have equal chances to move  
18 into urban areas to do casino gaming.

19 So this is a slippery area. And this is  
20 where it gets into the EIS. This is when we get into  
21 problems of pollution. Who's going to take care of the  
22 sewage, the air-quality control, as well as water issues  
23 when we come to build in your urban areas and your  
24 cities? Who's going to take care of the children when  
25 their families aren't home? They're in these gambling

PH25-1  
cont.

PH25-2

1 institutions that we provided.

PH25-2  
cont.

2 It's -- it's funny to say, but it's a great  
3 thing that's been bestowed upon Native Americans and  
4 voted on by Californians. The law has been here since  
5 2000.

PH25-3

6 But I just want to make sure that these  
7 impacts are not negative on the tribes and to the gaming  
8 here in California.

9 That's why we should always look at the EIS  
10 and how it's going to impact it if we allow this one.  
11 What are the road impacts going to be in Barstow?

12 Barstow might be the gateway for the rest of  
13 the 45 non-gaming tribes at this time in California to  
14 come. I mean, this is just opening the door.

PH25-4

15 If you're going to allow one tribe to come  
16 115 miles, the next tribe is like 300 miles, they'd like  
17 to move, too, just like them, the same way.

18 So I just want to make sure we don't forget  
19 about the social impacts on small businesses, as well.  
20 As you know, once comes the Indian casino, next come the  
21 gas stations, and then comes smoke shops, next comes  
22 small businesses, the ventures that they do.

PH25-5

23 This puts moms and pops in Barstow out of  
24 business because we don't pay California State tax. And  
25 people need to be reminded of that.

PH25-6

1 I don't want to say, I told you so, and I  
2 don't want us to be -- as Native Peoples the  
3 repercussion of American citizens when it comes up to  
4 voting time.

5 So I just want to make sure you're very aware  
6 of these things before they come back to bite us.

7 As you know, we're not the only Indian tribe  
8 against off-reservation gaming. There's also a  
9 coalition of Indian tribes, the gaming association is  
10 (inaudible).

11 So, thank you.

12 MR. BROUSSARD: Thank you.

13 Jeff Eason.

### Public Hearing PH26

14 MR. EASON: I'm Jeff Eason from Barstow. I've been  
15 here since 1969. I'm currently living at the Barstow  
16 Senior Center.

17 I like to voice my opinion; it's positive for  
18 Barstow. I believe this is going to be the kick start  
19 for our community, we've been waiting for a long time.

20 It will impact the 27,000 people living in  
21 this area. It's going to be unanimous.

22 This is going to bring new business, new  
23 hospital, expand the Wal-Mart. It's a positive thing  
24 all the way around.

25 I want to say one thing: It's going to help

61

PH25-6  
cont.

PH26-1

1 out the seniors of Barstow, like Mr. Rios said, as for  
2 entertainment. But also it's going to help out the  
3 seniors through nutrition programs with the seniors --  
4 many seniors in Barstow are homebound and can't get out  
5 and that the Department of Aging and Health Services  
6 support. This will be an offspring that will help the  
7 community there. I'm very positive for this.

8 Thank you.

9 MR. BROUSSARD: Thank you.

10 Patricia Ramirez. **Public Hearing PH27**

11 MS. RAMIREZ: Hello. My name is Patricia Ramirez.  
12 And thank you for the opportunity for allowing me to  
13 speak at this meeting.

14 I've been a resident of Barstow since 2008,  
15 and as much as I hate to admit this, I'm one of the  
16 46 percent on public assistance.

17 I do currently hold a job with a local  
18 business that's actually within walking distance of the  
19 proposed casino site.

20 I know nothing about tribal lands, locations,  
21 nothing like that. But I do know need.

22 It took me two and a half years to find the  
23 current job that I hold, which is a two-day-a-week job  
24 cooking in a local restaurant.

25 I'm very much in favor of this casino. It

PH26-1  
cont.

PH27-1

1 will help Barstow. It will help our economic growth,  
2 which is something that we are in desperate and dire  
3 need of, as well as the Los Coyotes Band of Cahuilla  
4 Indians.

PH27-1  
cont.

5 Thank you very much.

6 MR. BROUSSARD: Thank you.

7 The next three speakers are Curt Mitchell,  
8 Marcella Espinoza, and David Carr.

9 Mr. Mitchell.

**Public Hearing PH28**

10 MR. MITCHELL: My name is Curt Mitchell. I'm the  
11 City Manager for Barstow. And thanks for being here  
12 tonight.

13 Also thanks to Los Coyotes for their  
14 perseverance and hard work in bringing the project to  
15 this point. It's been a very long process with many  
16 difficulties, and I certainly commend their efforts.

17 The Municipal Services Agreement with the  
18 Los Coyotes contains many important provisions,  
19 including revenue sharing, and active tribal laws be  
20 consistent with the Barstow Municipal Code, ensuring  
21 that the project is consistent with the California  
22 Environmental Quality Act, mitigating impacts from  
23 tribal development on trust land, using utilities and  
24 services from the City and local franchise companies,  
25 establishing a fund for problem gambling, counseling

PH28-1

1 programs, providing land and funding for future police  
2 and fire stations, training programs for local residents  
3 for job opportunities and other requirements.

4           While I appreciate and respect the opinions  
5 expressed tonight by other tribes, I also believe they  
6 are certainly doing their best to defend their tribe's  
7 own self-interest. However, there is a process that  
8 exists to address off-reservation gaming.

9           This process will help Los Coyotes become  
10 self-sufficient. And the off-reservation process  
11 requires that the Secretary of Interior make a  
12 determination that the gaming project would be in the  
13 best interest of the tribe, and also not be harmful to  
14 the community.

15           In my opinion, this is certainly the case.  
16 From the City's perspective, the 160 million dollar  
17 development will create more than a thousand  
18 construction jobs and a similar number of permanent jobs  
19 for our community and surrounding areas which have  
20 struggled with the state and national economic  
21 difficulties.

22           It will help reduce the high unemployment  
23 rate, help improve the quality of life for our  
24 residents, and provide revenue for continuing to upgrade  
25 the City's infrastructure.

1           The potential benefits from this project for  
2 both parties are substantial and, perhaps, more  
3 important, long lasting.

4           I strongly believe this project should be  
5 approved, and the City looks forward to working with the  
6 Los Coyotes to help make them self-sufficient and also  
7 to make this project a reality in the coming months as  
8 we strive to make our community a better place today and  
9 in the future.

10           Thank you very much.

11           MR. BROUSSARD: Thank you.

12           Marcella Espinoza.

**Public Hearing PH29**

13           MS. ESPINOZA: Hi. My name is Marcella Espinoza.

14           I've been in Barstow since the early '50s.  
15 And I came here -- when I came here, I thought Barstow  
16 was humongous. There's this little town that was close  
17 to us that was way tinier than ours.

18           But now being here this many years, yes,  
19 Barstow has improved to a certain degree. But many of  
20 our children have left, and not because they didn't  
21 like -- it's nothing to do with Barstow. It's because  
22 there's no jobs in Barstow.

23           We have family here. We know each other.  
24 Everybody knows everybody. And I think -- not so much  
25 the gambling thing, because it's -- that's up to a

1 person if they want to or not, but, see, people go past  
2 our town, and all they do is use the bathroom and gas up  
3 to go to another state. We've got bathrooms here, but  
4 we want to keep the people, tourist. And I believe that  
5 it will help Barstow a lot.

PH29-1  
cont.

6 And I don't do a whole lot of gambling, but I  
7 do hope they have penny machines. Okay?

8 MR. BROUSSARD: Thank you.

9 David Carr.

**Public Hearing PH30**

10 MR. CARR: My name is David Carr. I'm the pastor  
11 of Lenwood Community Church, and I've been asked to  
12 share a statement from Pastor Joe Green at this Life  
13 Fellowship very quickly.

14 He has a question that, if the casino is  
15 built 150 miles away from the Los Coyotes reservation,  
16 how many of their tribal members of the 300 will come  
17 for employment? Is that not part of the program to get  
18 them employed?

PH30-1

19 This Draft EIS already appears flawed --  
20 remember this is his statement -- on the surface as it  
21 only looks like two options, even though they are laid  
22 out in different formats. It still either is a casino  
23 or a campground.

PH30-2

24 It appears that the tribe already has a  
25 campground. I just looked that up on my cell phone.

1 They do have a campground. It's a horse camp, which is  
2 described on their own website "www.LosCoyotes.info."  
3 There also appears to be something about a country club,  
4 and I cannot verify the connection with that.

5 He's -- and then Joe Green says, I discovered  
6 in my brief internet searches that the newspaper has  
7 written several articles since April telling us that the  
8 tribe already has business partners on the reservation,  
9 work with U.S. military, law enforcement, and movie  
10 studios.

11 Why is the tribe's current revenue-generating  
12 business not mentioned in the Draft EIS?

13 In the brief revenue -- or the document does  
14 not appear to explain why the current business is not  
15 mentioned as an alternate -- or alternative which is  
16 required by the National Environmental Protection Act.

17 There does not seem to be a reasonable range  
18 of alternatives or alternative projects that would still  
19 satisfy the purpose and the needs of tribe, some of  
20 which are solar-powered generation and wind turbine or a  
21 combination of both.

22 He goes back to the campground, which already  
23 has bathroom facilities, water, grills, park benches and  
24 picnic tables and children playgrounds. Why is this not  
25 expanded?

1           Ideally, the tribe should reach out to  
2 San Diego Gas & Electric and other energy providers to  
3 discuss options for leasing land for generating some of  
4 the renewable power that has been mandated by the State  
5 of California.

PH30-2  
cont.

6           Why is the casino even being considered this  
7 far from the reservation when the tribe has no ancestral  
8 ties to Barstow and already appears to be capable of  
9 generating income on their current reservation?

10           Why is BarWest of Michigan being allowed to  
11 reservation shop and to promote this casino in a  
12 location that no one else can?

PH30-3

13           And he says, thank you, and thank you for the  
14 time.

15           For my own self, I would like to say that not  
16 everybody in Barstow supports this. We shepherd  
17 congregations that are against this.

18           Reading reports on my own time, I have read  
19 several. One lately from University of Illinois that  
20 talks about a 12 percent crime increase. It talks about  
21 increased property taxes because of the things  
22 associated with the casino and things that have to be  
23 fulfilled for services for the casino. The many --

PH30-4

24           Oh, thank you.

25           MR. BROUSSARD: Thank you.

1           The next three speakers will be Michael  
2     Burton, Ted Weasma, and Ricardo Arredondo.

3           Mr. Burton.

**Public Hearing PH31**

4           MR. BURTON: Yes. Hello, everybody. I'm  
5     Dr. Michael Burton. I'm a practicing physician in  
6     Los Angeles, but I've been connected to Barstow for  
7     about 30 to 40 years now. I'm Mariano Rios' neighbor.

8           And I know that he said "Rios" stands for  
9     river, and he does get a river when it rains in the  
10    San Bernardino mountains. It runs across his property.

11          I want to address the issue of access to  
12    medical care. I know the unemployed in Barstow have  
13    little or no access to medical care.

14          And a thousand jobs created by the casino  
15    tied to medical insurance would translate to about 3- to  
16    4,000 people, family members, children, with access to  
17    medical care.

18          Those people would be able to be treated by  
19    doctors for their illnesses before they become serious  
20    illnesses that require emergency room visits.

21          And that would be a plus for the Barstow  
22    Hospital, because they need to reserve their emergency  
23    room services for the really serious ill people.

24          So, again, the casino would provide  
25    1,000 jobs with medical insurance for people who do not

1 have medical insurance. They would have access to  
2 medical care, and it would be a really great thing for  
3 them and a great thing for Barstow. I think it should  
4 happen.

5 Thank you.

6 MR. BROUSSARD: Thank you.

7 Ted Weasma.

**Public Hearing PH32**

8 MR. WEASMA: I'm Ted Weasma, a resident here in  
9 Barstow.

10 I have a couple points on this. One is  
11 traffic. It clearly indicates to me from traveling down  
12 I-15 to Victorville and back that the Lenwood exit is  
13 backed up every weekend, and that's not going to be a  
14 good exit to get people in and out of the casino.

15 So they're clearly going to have to use the  
16 mall exit, and I believe the road from the mall exit  
17 down to the mall area is -- it's only a two-lane road,  
18 and it's going to be insufficient for the traffic that's  
19 going to need it. So, hopefully, that will be addressed  
20 in the EIS.

21 Also note that there's going to be a lot of  
22 air pollution associated with vehicular traffic,  
23 stopping and going at low speeds to the mall area.

24 Barstow already has the number one diesel  
25 pollution spot in all the state of California. Our

PH31-1  
cont.

PH32-1

PH32-2

1 railroad site and the I-15 also produces an awful lot of  
2 ozone in particulate matter that causes pollution  
3 problems and health problems. So, hopefully, that's  
4 another place addressed in the EIS.

5 A couple years ago there was a bunch of State  
6 propositions and -- sorry, people -- I think they were  
7 all sleazily written.

8 They specifically stated that there would be  
9 no new casinos in California for any tribe that doesn't  
10 already have a casino.

11 And it also said that existing casinos would  
12 balance out this prevention -- or help out the tribes  
13 that have no casinos. They would distribute funds to  
14 the existing tribes.

15 Hopefully the EIS will address if this has,  
16 indeed, happened. Were the other tribes honest in  
17 saying that?

18 Also, I note that the original tribe that  
19 proposed the casino in Barstow was the Chemehuevi tribe,  
20 and somehow they seem to have disappeared from this  
21 whole process. That needs to be fully addressed in the  
22 EIS, as far as background and why they are no longer  
23 part of this process, because they, indeed, have a good  
24 tribal connection to this area.

25 The last thing is jobs. We keep talking

PH32-2  
cont.

PH32-3

PH32-4

1 about all these quality jobs. Let's be honest. The  
2 businesses that are here in Barstow -- the construction  
3 businesses and so on cannot meet the needs of this  
4 project. So these jobs are going to go to companies  
5 outside of the Barstow area and not to Barstow.

6 Also, remember that Home Depot, when they  
7 came in, they said that there was going to be a lot of  
8 jobs for Barstow residents.

9 Well, if you go over to Home Depot -- like I  
10 have many times -- you'll find that a number of their  
11 employees come from Victorville, and not Barstow. They  
12 interviewed lots and lots of people, but decided that  
13 Barstow people weren't sufficient for them.

14 So, hopefully, this will address whether,  
15 indeed, they are going to be local jobs or are they  
16 going to be coming in from outside areas.

17 Thank you.

18 MR. BROUSSARD: Thank you.

19 Ricardo Arredondo. **Public Hearing PH33**

20 MR. ARREDONDO: Good afternoon. I'm Ricardo  
21 Arredondo.

22 Well, as a result of a global economic crisis  
23 or meltdown, Barstow has, with many other communities,  
24 is obviously suffering.

25 Desperate times call for desperate measures,

PH32-4  
cont.

PH33-1

1 but we should not do so at the expense of better  
2 judgment or values.

3           Would this project -- could this project  
4 bring jobs, revenue, and opportunities? Of course, it  
5 can. Number one, to the tribe. Number two, to the  
6 BarWest developers. Then to the City government with a  
7 nominal impact to community residents.

8           It puzzles me that the Chamber of Commerce,  
9 which is established to protect and enhance  
10 opportunities for local business, but how? By  
11 supporting this entity, by its very nature, severely  
12 undermines the efforts to protect and improve local  
13 businesses.

14           Understanding that land taken into trust  
15 possess a great threat to the future of Barstow's  
16 already struggling economy.

17           I've read how generous the MOU is of the  
18 City. But the generous MOU is because it's needed to  
19 offset the unavoidable impact. The MOU is for City  
20 government. It grows the government. But it does not  
21 positive impact the community residents, and certainly  
22 does not help businessowners.

23           Understand that business conducted on land in  
24 trust are tax exempt, as mentioned earlier this evening  
25 in comments that others have made. That development of

1 service stations, gas stations, are exempt from the gas  
2 tax.

3 Not too far away from there at Red Earth a  
4 station was developed, and it's impacting the  
5 surrounding stations that do pay taxes. They're  
6 obligated to pay taxes to the county and state.

7 The service stations around here near Outlet  
8 Center and Lenwood Drive, across from the proposed site,  
9 would severely be hindered and would not be able to  
10 compete.

11 Understand that hotels pay TOT, transient  
12 occupancy tax. Hotels on this land, the proposed site,  
13 would be exempt from that. Another disadvantage for  
14 businessowners in the community.

15 So we should not compromise value for a  
16 perceived quick fix. This project is for the tribe, the  
17 casino is not for the community.

18 I am in support of the rights of Native  
19 Americans to game on traditionally historic and tribal  
20 lands. Their aboriginal land.

21 Just as all the tribes over the past 20 years  
22 have done, they should build on their ancestral land,  
23 rather than be led by a big-time casino developer to  
24 areas of greater market share.

25 Work to improve the tribal land that's

PH33-1  
cont.

PH33-2

1 already owned by the tribe and preserve their culture  
2 and heritage.

3 In a closing note, I would ask that you  
4 consider the time that devoted religious groups give to  
5 their churches on Wednesday evenings for service  
6 meetings and that the following meeting be held on  
7 another day, other than Wednesday, so that more of the  
8 community can attend.

9 Thank you for your time.

10 MR. BROUSSARD: Thank you.

11 The next three speakers are Myron Benally,  
12 Nokomis Hernandez, and Dennis Malloy.

13 Mr. Benally.

**Public Hearing PH34**

14 MR. BENALLY: Thank you, sir.

15 Good evening. Welcome to Barstow. Myron  
16 Benally, 109 Surrey Court.

17 My first comment and question is, on the  
18 2006 -- on the -- work on the -- the work issue was  
19 stopped from the BIA, is that there was 24 concerned  
20 issues from the public at that scoping meeting back in  
21 2006. And on the -- the EIS, 18 of those issues were  
22 brought up.

23 I'm not sure what other issues -- the other  
24 issues that weren't taken into consideration, because  
25 Mr. Charles Wood indicated that tribal issues was not

PH33-2  
cont.

PH34-1

1 discussed on the matter of the EIS and that it is up to  
2 current date.

3 I just want to make sure that everything is  
4 covered so this project can move forward.

5 And my second comment is referring to the  
6 summary of the potential environmental effect and  
7 mitigation measure. It was a study done by the  
8 Analytical Environmental Studies, and it was under a  
9 section about problem -- problem gambling.

10 My current concern with the BIA for the tribe  
11 is to look at the issue of not allowing individuals on  
12 State assistance, which is 47 percent here in Barstow,  
13 to spend, cash or use the money for personal gain and  
14 profit.

15 That was brought up in the news. I guess  
16 there were some people from California going to Vegas,  
17 cashing in or using their debit card on State  
18 assistance. So if the tribe or the BIA could look at  
19 that, if this project moves forward, I'd appreciate  
20 that.

21 And Number 3 is, according to this letter I  
22 got on the -- on the summary of the history of  
23 Los Coyotes -- on their background -- excuse me.

24 It indicates that -- it says the Los Coyotes  
25 have requested BIA to take into trust 23 acres of land

PH34-1  
cont.

PH34-2

PH34-3

1 currently held in fee by the tribe, which is not true.  
2 BarWest owns that property.

3 But I guess I would ask, why doesn't the  
4 tribe own that property before it's taken into trust?  
5 That's something that concerns me.

6 And also the investor. Why does BarWest  
7 reside out in Michigan when, in fact, they're invested  
8 here in California. That can work with the tribe.

9 You know, there was a comment made about  
10 San Manuel. San Manuel is about business.

11 And I'd like to see this project, like I  
12 said, move forward, but be equal with all tribal members  
13 that represent the surrounding communities, because the  
14 last time when this project did fail, the City was  
15 divided. BarWest was part of that.

16 And I'd just like everybody to be given equal  
17 opportunity to -- to move forward with any casino that  
18 comes to Barstow.

19 But thank you very much.

20 MR. BROUSSARD: Thank you.

21 Nokomis Hernandez. **Public Hearing PH35**

22 MR. HERNANDEZ: My name is Nokomis Hernandez,  
23 Buffalo Clan of the Eagle People. I'm from Central  
24 California. I am here to represent the better interest  
25 of Native Americans of California.

1           Unfortunately, I'm here on -- you know, we  
2 used to gather together as Native people, and we'd  
3 transfer, and we'd share medicine. We'd trade. And  
4 this was our way of -- the system that we established.  
5 We all got along.

6           Unfortunately, we've come a long way since  
7 then. Our words are -- are manipulated. Our traditions  
8 are being put in the back, when this is who we are, our  
9 culture.

10           We are our land. This is where we get our  
11 medicine from. This is who we are as Native Americans,  
12 with the eagle, with the hawk, with the deer.

13           With these things, I'm afraid -- if you move  
14 this gaming off the land -- the reservation land, my  
15 people will lose their identity in the future.

16           This -- unfortunately, once again, this  
17 investment company is putting a community in the center  
18 of making a decision for the people, it seems, of the  
19 tribe. What is better for the tribe, only the tribe  
20 knows.

21           And, unfortunately, outside investor  
22 management, they really don't know. The tribe is unable  
23 to sight and learn their jobs and move into higher  
24 positions.

25           You know, we were facing the same situation

1 here. But, unfortunately, the investors didn't give my  
2 people the chance. We didn't get the higher management  
3 jobs. We were held to the lower positions.

4 Eventually, we -- we gained that back. We  
5 gained our power. We gained the right. We learned to  
6 read this document that they have the fine print without  
7 signing.

8 But, oftentimes, it's not for the betterment  
9 of our people. It's the personal interest of the  
10 investors.

11 Now, I want to talk about dreams. I'm all  
12 about fulfilling dreams of my people. The Native  
13 Americans up here who stand above and their children,  
14 they look just like my nieces. But, unfortunately,  
15 without running water, without food, without shelter,  
16 these dreams are not there anymore.

17 And I understand the hardships that Barstow  
18 is facing. I understand the broken promises. I'm  
19 sorry.

20 But, unfortunately, you don't put your faith  
21 in our mayor or the supervisors. It's a community.  
22 And, with the tribe, you've got to really look here.

23 I'm here for my brothers. From a brother to  
24 a brother as Native Americans, I'm saying, just be  
25 careful, because, oftentimes, when you get with these

1 big companies, they're just looking for the betterment  
2 of themselves.

3 And I wish you well in all your ventures, but  
4 for our people, I hope you stay close to your land,  
5 because this is what keeps us healthy. This is what has  
6 preserved our lives for the past 10,000 years.

7 Without this, I cannot see where we're  
8 headed. I mean, without my land, I'm sure my hair would  
9 be cut short. I'm sure I wouldn't even know that -- my  
10 language. I wouldn't know that medicines that keep  
11 us -- you know, I'd probably be taking an aspirin. You  
12 know, I wouldn't be taking my native sage.

13 MR. BROUSSARD: Your time is up.

14 MR. HERNANDEZ: Thank you. **Public Hearing PH36**

15 MR. BROUSSARD: Dennis Malloy.

16 MR. MALLOY: Good evening. My name is Dennis  
17 Malloy.

18 I came to Barstow in 1989 as an active-duty  
19 Marine. I retired in '92 and watched my children finish  
20 school and move away. There's nothing for them here.

21 I found it interesting to note that some of  
22 the first speakers emphasized that this casino is going  
23 to be built away from the schools and the churches.

24 But I'd like to point out, I see a big  
25 benefit for both of those institutions here in town.

1 Both schools and churches here in town rely  
2 on fundraisers for many of the activities that are very  
3 beneficial for them that they cannot afford through  
4 their normal funds coming in.

5 With the increase in employment in the local  
6 area and the potential Sunday visitors to our churches,  
7 I can see the casino providing additional positive  
8 benefits for our children through those organizations.

9 As a member of one of the church committees  
10 here in town, I'd just like to point out, I'm strongly  
11 in favor of having the casino come here to town.

12 Thank you.

13 MR. BROUSSARD: Thank you.

14 The next three speakers will be Tina Johnson,  
15 Jennifer Rodriguez, and Nancy Dipman.

16 Ms. Johnson.

**Public Hearing PH37**

17 MS. JOHNSON: My name is Tina Johnson. I'm from  
18 Los Coyotes.

19 Indian gaming has brought many great things  
20 to the tribes across the nation, in California, and  
21 everywhere. Tribes have been able to increase revenue,  
22 have resources for jobs for their members, for cultural  
23 programs, educational programs.

24 But it also causes a lot of negatives as  
25 well. Once a tribe has a casino, they turn on their

PH36-1  
cont.

PH37-1

1 fellow Indians to hold them down instead of helping them  
2 up, like when we had originally made these compacts  
3 saying that they would give to other Native Americans.

4 And then they turn around and renegotiate  
5 other compacts that no longer put these revenues into  
6 trust funds anymore.

7 They want to sit here and talk about what  
8 people should do. How dare you talk about saying these  
9 kids are like your kids out there, my nieces and  
10 nephews, because they're not. They still suffer.

11 I don't see you trying to help when you were  
12 renegotiating and taking away things you were going to  
13 give. You guys want to stand up here and talk about --  
14 you should travel to my tribe and see the past.

15 And IGRA was not (inaudible) us to help us  
16 have a chance, have opportunities and gaming. It's  
17 Section 20. That's why this is a process.

18 And, in case nobody heard, the President of  
19 the United States has taken commute-ability out of the  
20 process anyways. Okay? So there isn't a mileage issue  
21 anywhere.

22 And come and -- you want to tell these people  
23 in the hall like we can't think for ourselves, to be  
24 taken advantage of.

25 And what happens when you tell people that we

1 don't deserve something -- and we don't deserve  
2 something is wrong.

3 And, like I said, in 1988, the story of the  
4 hardship of one our tribal members was used by Prop 1-A.

5 And IGRA, like I said, allows a tribe like  
6 us -- and Congress, they made this together to  
7 benefit -- to try to benefit from this Section 20.

8 When this casino is approved, I will  
9 guarantee that our tribe -- and we'll fight for other  
10 tribes like us. We'll always continue to help other  
11 tribes that want to get these big gaming facilities that  
12 turn and forget everybody else.

13 MR. BROUSSARD: Thank you.

14 Jennifer Rodriguez. **Public Hearing PH38**

15 MS. RODRIGUEZ: I'm Jennifer Rodriguez, Tanger  
16 Outlet Center manger.

17 I just want to let you guys know that Tanger  
18 Outlet is pleased to see new and exciting development  
19 come to the area where we have our centers.

20 High-profile casino and developments, in  
21 particular, are viewed very favorably by Tanger Outlets,  
22 as they attract visitors to the region and also  
23 establish shopping demographics.

24 Outlet shopping is perfect for Barstow. And  
25 we also want to welcome Los Coyotes and visitors that

1 come to Barstow and hope they stay here a little bit  
2 longer. They will make a great addition to our Barstow  
3 market.

PH38-1  
cont.

4 Thank you.

5 MR. BROUSSARD: Thank you.

6 Nancy Dipman.

**Public Hearing PH39**

7 Okay. The next three speakers will be Tina  
8 Johnson, Laurence Dale, and Viola Pasitos.

9 Tina Johnson, Laurence Dale.

10 MR. DALE: Good evening. My name is Laurence Dale.  
11 I reside at 941 Senita Drive, Barstow, California.

12 First of all, I want to say I'm here in  
13 favor -- in favor of the casino in Barstow.

14 I want to thank Shane Chaperosa, the chairman  
15 of the tribe, along with the tribal council for their  
16 dedication and persistence in making this project move  
17 ahead, along with BarWest.

18 This project will be a big stimulus for the  
19 tribe, as well as the City of Barstow. It will bring  
20 about the growth that we need to help bring about  
21 economic stimulus to this community.

PH39-1

22 This casino is going to be in an area out  
23 here in the Tanger mall area where it can have positive  
24 access for traffic coming in off the 15 from both  
25 directions.

1           The issues with the casino are none, as far  
2 as I can see. It's a win-win situation for both the  
3 tribe as well as the City.

4           I know we've heard about the woes of the city  
5 and the amount of people on assistance here, some  
6 47 percent, 16-plus percent on unemployment, and there's  
7 nothing that will help us more than economic growth here  
8 in this community, which is the casino.

9           It not only will bring about economic growth  
10 to the casino, but we will see economic growth attached  
11 to that from the other.

12           This casino is in an area in our community  
13 which gives positive access along with growth for the  
14 area, and it does not bring about congestion in the City  
15 itself. It is a major plus for this community.

16           I certainly want to take time to applaud the  
17 mayor and council for their dedication to this project.  
18 I think it is important that we receive the dedication  
19 from our council people, and they certainly have showed  
20 it here tonight.

21           The tribal council and Shane Chaperosa have  
22 gone the full distance to bring about this project to  
23 our community along with BarWest, and I certainly  
24 applaud them and thank them.

25           I thank you for being here tonight. I look

PH39-1  
cont.

1 forward to the groundbreaking that we can see soon with  
2 everything coming out of here.

3 Thank you.

4 MR. BROUSSARD. Thank you.

5 Viola Pasitos.

6 Okay. The next three speakers will be Mindy  
7 Mojada-Stoneburner, I believe; Rich Harpole, and Brenna  
8 Baynard-Smith.

**Public Hearing PH40**

9 MS. MOJADA-STONEBURNER: Hello. My name is Mindy  
10 Mojada-Stoneburner. I am the wife of a Los Coyotes  
11 member, and I am the mother of two youth Los Coyotes  
12 members.

13 Excuse me. I'm not a very good public  
14 speaker.

15 I would like to say something on behalf of  
16 the youth of Los Coyotes who go to the Warner Springs  
17 Unified School District.

18 Our school district is -- the school actually  
19 is from preschool to high school, seniors -- preschool  
20 to seniors, and they only hold -- well, there's only  
21 250 kids that go to that school.

22 This school is very tiny. That will give  
23 you -- that should give you the amount of how many  
24 people are in the Warner Springs community, period.

25 The amount of Native American children that

PH39-1  
cont.

PH40-1

1 go to this school is about a hundred students. They --  
2 they are trying to take away our Title 9, which is money  
3 that helps these schools that the Native Americans that  
4 don't pay any State taxes, that go to -- that live on  
5 the Indian reservation, poor Indian reservations, like  
6 ourselves, Los Coyotes, and help give the school  
7 districts money.

8 Well, if they're going to take this money  
9 away, our school is going to be even worse.

10 Our football field is just horrible. Our  
11 baseball fields are just -- just despicable. My  
12 children play T-ball on these fields, and it's really  
13 bad.

14 Not only am I supporting the casino. I'm for  
15 it. I also have family members from Pala, which is a  
16 big gaming tribe. I have family members from Pechanga,  
17 which is a big gaming tribe in California.

18 They -- they -- what they do for their  
19 communities is terrific. How they treat school  
20 districts and the kids, it's just awesome.

21 And I hope that this casino goes through in  
22 Barstow, helping Barstow out and their schools and their  
23 children that go to this community and -- and helping  
24 our little Warner Springs community out with our -- with  
25 our students.

1           And that's pretty much all I have to say.  
2 The Los Coyotes kids are awesome little kids, and I'm  
3 all for this casino. I hope that it goes through for  
4 the children.

5           Thank you.

6           MR. BROUSSARD: Thank you.

7           Rich Harpole.

**Public Hearing PH41**

8           MR. HARPOLE: How you doing? Rich Harpole. And  
9 I'm a newcomer to Barstow. I've only been here since  
10 1983.

11           Today, I'm retired. But the last time our  
12 community looked at this, I was a lieutenant for the  
13 Barstow Police Department, and I was tasked with looking  
14 at the issue of crime in areas where Indian casinos  
15 exist. And I visited a number of communities and talked  
16 to other police officials that provide law enforcement  
17 to those communities.

18           And I didn't hear anything. I didn't read  
19 anything. I didn't learn anything that causes me to  
20 believe that there would be a significant increase in  
21 crime associated with Indian casinos.

22           On the contrary, I found that there were a  
23 number of studies and a great deal of statistical  
24 information thrown around by people either opposed or in  
25 support of.

PH40-1  
cont.

PH41-1

1           And those folks would look for any connection  
2 to crime that they could -- that they could link to that  
3 casino, such as an increase in domestic violence,  
4 because the -- one of the participants may have visited  
5 the casino before the argument. It's simply not true.

6           The fact is, any time you put in any type of  
7 large event that will bring a lot of people, there's a  
8 risk of crime. I think we all know that.

9           If you build a large mall, there's going to  
10 be a risk of crime. You're going to see an increase.  
11 But it's how you manage those issues.

12           And, in this case, we have an effective MSA  
13 that's been negotiated that, to my understanding, is  
14 going to address that and mitigate those issues.

15           And I have every confidence that the Barstow  
16 Police Department can rise to any challenge that may  
17 exist.

18           So with proper management, with the  
19 appropriate MSA, with people willing to do things to --  
20 to manage and control crime, I don't see crime as an  
21 issue with respect to a casino in our community. And I  
22 fully support it.

23           On another note. I'm very involved in the  
24 Boys & Girls Club here in Barstow. I've been involved  
25 since 1996. And I'm very concerned about the children

PH41-1  
cont.

PH41-2

1 in our community.

2 The fact that 50, 60 percent of the children  
3 in our community are getting free or discounted lunches  
4 from schools, it's -- it's -- it's a greater travesty to  
5 deny a family jobs on standing on some moral issue -- or  
6 moral grounds.

7 You know, I think it's a bigger harm, is  
8 denying children the opportunity to see their parents  
9 working and earning money, putting their own dollars in  
10 their pockets as opposed to handouts.

11 We need -- we need to increase the -- the  
12 image of our community, the esteem of our residents.  
13 And by giving them the opportunity to have jobs to work  
14 for the money that they bring home every day is going to  
15 do a great deal for us and the Los Coyotes.

16 And I fully support this. And thank you all  
17 for coming. I really appreciate your time.

18 MR. BROUSSARD: Thank you.

19 Ms. Baynard-Smith. **Public Hearing PH42**

20 MS. BAYNARD-SMITH: Hello. Thank you for the  
21 opportunity to speak.

22 Unfortunately, I didn't find out until about  
23 5:45 when I got off work that this meeting was even  
24 happening.

25 My name is Dr. Brenna Baynard-Smith. I'm a

PH41-2  
cont.

PH42-1

PH42-2

1 physician here in Barstow, and I've been here since  
2 1993.

3 My husband was brought here, who's also a  
4 physician, to Fort Irwin. This was his first duty  
5 station. And we stayed here after that.

6 The Lord led us to stay in the community. We  
7 have a marvelous church and a very supportive church who  
8 is against this casino.

9 Unfortunately, it's Wednesday night, so  
10 they're having church service. I think I'm the only one  
11 I've seen in our church group.

12 But I'm concerned about the moral impact on  
13 the community. I'm concerned about crime. I'm  
14 concerned about gaming, prostitution, and addiction, and  
15 addiction cases increases in our dear town.

16 I think it would be a horrible place to raise  
17 a child, and I don't know if I'd be able to stay here  
18 and work in the community if the casino comes.

19 Thank you.

20 MR. BROUSSARD: Thank you. Thank you.

21 The next speakers will be Joel Valenzuela and  
22 Mark Franey.

### Public Hearing PH43

23 MR. VALENZUELA: Good evening. I'd like to say  
24 that, from what I've heard, the majority of the people  
25 of Barstow that's what they want. I've heard some

1 negative stuff up here, like maybe about three or four  
2 percent.

3           But it seems that -- the negative -- the  
4 negative is coming from people that are not from this  
5 community. It looks like the tribes from other  
6 communities are coming in here and trying to dictate or  
7 trying to strong-arm you.

8           I believe that Barstow is due for this, and  
9 let's not let some outsiders come in and get in between  
10 this venture with the Coyotes and the citizens of  
11 Barstow, because, from what I'm seeing tonight, the  
12 majority of the people from Barstow want it.

13           There's only like three or four percent that  
14 I've heard tonight that -- those are the other tribes  
15 that are complaining about the casino.

16           On the contrary, they should be happy,  
17 because they could use this in the future. They could  
18 use this as an --

19           AUDIENCE MEMBER: Example.

20           MR. VALENZUELA: -- example. That's true. That's  
21 right. Yes.

22           But I can tell you, I've been here since  
23 1991. I've seen the businesses -- the big businesses  
24 just disappear, close doors, the malls.

25           Barstow needs something to keep the people

1 traveling through. There's millions of cars traveling  
2 back and forth, and they're visiting to Las Vegas, and a  
3 lot of the money is leaving this area.

4 So there's an opportunity for the people of  
5 Barstow, and I'd like to see it. Because I've seen it  
6 here since 1991. I've seen how everything has just been  
7 going down; the businesses have left town. The children  
8 don't even stick around because there's nothing for  
9 them. There's no jobs. There's no entertainment.

10 Fort Irwin soldiers, they come, and they have  
11 to go to Victorville and Hesperia to Los Angeles or to  
12 Vegas.

13 This is an ideal situation for the citizens  
14 of Barstow, and let's give it to them. And let's --

15 You know, like I said, I'm Indian, too. It's  
16 not going to kill them to go out there and assimilate.  
17 It's not. Okay. You're not going to lose nothing.

18 Let's -- let's just get over it, and let's  
19 get it moving forward. Okay? That's all I've got to  
20 say tonight.

21 Thank you.

22 MR. BROUSSARD: Thank you.

23 Mark Franey.

**Public Hearing PH44**

24 MR. FRANEY: Good evening. My name is Mark Franey,  
25 and I've been a resident of this city since 1957. I

PH43-1  
cont.

PH44-1

1 spent all my time growing up here and working here.

2           There's two things I wanted to address. I'm  
3 saying this because of my next point. Back in around  
4 2005, 2006, I was instrumental in working with other  
5 staff of the Barstow Police Department, where I'm now  
6 retired from, putting together the police department's  
7 portion of the MSA.

8           During that, I did do a lot of research and  
9 looking -- and delving into other casinos that had  
10 off-reservation gambling.

11           I tried looking at communities that came the  
12 closest to ours in regards to the demographics. And I  
13 could not find much of anything at all increasing the  
14 crime, of which seems to be the concern of some of the  
15 people, while doing my research on that. And that was  
16 one of the points that I wanted to bring across.

17           The other one is, I graduated from high  
18 school here in 1973, and at that time the population of  
19 our community was 17,000. Currently, our population is  
20 23,000. That's a growth of about 5,000 in about 30-some  
21 years -- 38 years, I believe. And we haven't had that  
22 much growth, and we need it.

23           And in these economic times, I realize we're  
24 not the only ones that are hurting. But we've never  
25 gotten out of the slump, and I think this is the shot in

PH44-1  
cont.

PH44-2

1 the arm that we need, that will help and benefit our  
2 community.

3 And I think it's something that's a win-win  
4 for, not only the community, but the tribe also.

5 Thank you very much for your time.

6 MR. BROUSSARD: Thank you.

7 So that concludes our list of individuals who  
8 initially signed up to share their comments, and I thank  
9 everyone for their comments.

10 We still have time for anyone else who would  
11 like to make a comment or for those who would like an  
12 additional three minutes to conclude their initial  
13 remarks.

14 So if you'd like to speak, please fill out a  
15 speaker card and give it to one of the attendants or put  
16 it in the box.

17 And we're going to take about a five-minute  
18 break to give our stenographer some much deserved rest,  
19 and then we'll -- I'll call any cards that have been  
20 submitted to the attendants.

21 Thank you.

22 (Recess taken.)

23 MR. BROUSSARD: If I could have everyone's  
24 attention, please. We'd like to reconvene the meeting.

25 I'd like to call the next three speakers. If

95

PH44-2  
cont.

1 I could have everyone's attention, please. The first  
2 speaker is Morris Reid, Charles Wood, and Anthony  
3 Imandi.

4 Chairperson Reid. **Public Hearing PH45**

5 MR. REID: Hello there.

6 I'd just like to say, there's been a lot of  
7 questions about the outside tribes being here. We are  
8 not here just because we're against Indian gaming. We  
9 are for Indian gaming. We are for all Indians  
10 benefiting from gaming money.

11 In fact, the outside tribes that don't have  
12 gaming, have access and are given revenues of  
13 \$1.3 million annually. And that's from the gaming  
14 tribes that go to a revenue shared fund.

15 And another thing is that, we're not here  
16 just because we're against gaming. We're for gaming for  
17 all Indians, but the fact is, we want the rules to be  
18 followed in gaming. We want the tribes to stay in and  
19 on the reservations within their ancestral tribal lands.

20 This is what it states in California, IGRA,  
21 the compact. And this is where, if we regulate  
22 ourselves, we will be fine. If we don't regulate  
23 ourselves, then we'll be regulated, and we're not going  
24 to like it.

25 And the thing is, is that once all this moves

1 along, once this starts, there's going to be a snowball  
2 effect.

3 All tribes -- tribes coming in, existing  
4 tribes will want to make that move to urban areas. And  
5 we can't do that because we made a promise on 1-A-5 to  
6 the voters of California that we would promise to stay  
7 on our tribal lands and not move in the direction of  
8 expansion of gaming to urban areas and cities. That's a  
9 promise we made.

10 And if we started to break this promise, it  
11 will be a landslide, and this will build as negativity.

12 You can bet that the State of California will  
13 look at this negativity down the road as to building up,  
14 and they'll say, you know what? They made a promise,  
15 and they just keep going against that promise.

16 And we're looking at it now, and we're  
17 saying, they go where they want. They do what they  
18 want. Let's just remove gaming from the Indians.  
19 That's -- they'll take it away and open it up to all of  
20 California, to non-Indians.

21 There goes the opportunity that the Indians  
22 were given this for, that window of opportunity to  
23 better themselves, their Indian ways, and to better  
24 their lands. That's what this is all about.

25 This is what the California voters gave us.

97

PH45-1  
cont.

1 They seen that the tribes with lands -- that they were  
2 on, they cannot exist. They cannot have used it.

3 But gaming was something that they knew that  
4 we could benefit to upgrade ourselves and put ourselves  
5 into the position in this society.

6 And this is what we have to protect, and we  
7 have to regulate ourselves to do so. So we're just not  
8 up here to go against gaming. We're up here to say,  
9 follow the rules as they exist.

10 Thank you.

11 MR. BROUSSARD: Thank you.

12 Chairman Wood.

**Public Hearing PH46**

13 MR. WOOD: Thank you. Chairman Wood again,  
14 Chemehuevi Indian tribe.

15 I had just gotten up to the point where I was  
16 discussing where people would have always envisioned  
17 tribes moving and staying with the ancestral and  
18 historical communities.

19 This strongly held opinion is currently  
20 shared by Stand Up for California, the Coalition for  
21 Responsible Growth, the Barstow City Group, and the  
22 Barstow Christian Ministerial Association who wrote a  
23 joint letter to the National Indian Gaming Association  
24 stating they were writing on behalf of those who were  
25 very concerned about the off-reservation casino proposal

PH45-1  
cont.

PH46-1

1 by Los Coyotes Band of Mission Indians and BarWest  
2 Investors from Michigan.

3           There is heightened public interest in  
4 landing a prompt response here because of the  
5 Los Coyotes Band of Mission Indian and BarWest and the  
6 City of Barstow's actions to move forward with the  
7 casino project on land required after the 1988 cutoff  
8 date of the Indian Gaming Regulatory Act.

9           An immediate response from your -- your  
10 commission would be greatly appreciated by the many  
11 citizens who remain supportive of tribal gaming but are  
12 opposed to the establishment of reservations on  
13 non-historic lands, specifically for casinos and  
14 out-of-state investors.

15           Moreover, the recent letter from the  
16 Republican leadership of the House of Representatives  
17 makes clear that the acquisition of lands off  
18 reservation without historic ties goes well beyond the  
19 intent of Congress in passing of the Indian Gaming  
20 Regulatory Act.

21           The proposed casino project for the City of  
22 Barstow is a clearcut case of reservation shopping.

23           We Chemehuevi -- I'd like to stress that,  
24 again, we're in support of gaming in Barstow. We would  
25 not and we do not oppose any project presented by any

1 tribe with legitimate ancestral ties that are currently  
2 within San Bernardino County. Those would be  
3 San Manuel, the Fort Mojave, the Colorado River Indian  
4 Tribes, and Twenty-Nine Palms.

5 So we are not against gaming in Barstow. We  
6 would just like to see the appropriate tribes that have  
7 legitimate ancestral and historical ties to the  
8 community.

9 We have seen a couple other -- of other  
10 tribes who have spoken. And I appreciate all their  
11 comments.

12 And I want to appreciate the -- the members  
13 of Los Coyotes for coming. I think that Chairman  
14 Chaperosa speaks very well of his people -- for his  
15 people, and I wish them the best of luck.

16 Thank you.

17 MR. BROUSSARD: Thank you.

18 Anthony Imandi.

**Public Hearing PH47**

19 MR. IMANDI: Hello. My name is Anthony Imandi.

20 First off, I'd like to say that I'm in  
21 support for the Los Coyotes casino being built here in  
22 Barstow.

23 I myself work at a casino -- a tribal casino,  
24 and I believe that building it here will bring plenty of  
25 jobs, especially with the unemployment rate being

PH46-1  
cont.

PH47-1

1 11 percent. That's all of California.

2 Not only will it help Barstow, that will  
3 help, you know, everywhere in California.

4 I car -- drive 60 miles to go to my job. I  
5 live in Helendale.

6 I was unemployed myself before I got hired by  
7 the casino, and I've been there three years now.

8 Just, you know -- sorry. It says here that  
9 they will bring over -- one-time construction jobs on  
10 the flyer here that they gave, it says over 1,068 for  
11 one-time construction. And then for operations over  
12 1,000 jobs. That's over 2,000 jobs being brought here  
13 to Barstow, which the City needs it. It needs to bring  
14 up the revenue.

15 As far as traffic, that was brought up  
16 earlier. I know casinos that have a lot of traffic,  
17 but, you know, they get around it. People still do --  
18 you still see plenty of people going to the casino  
19 dealing with the traffic, and it's not a problem.

20 As far as traffic coming to and from Vegas,  
21 you know, they stop in Stateline because that's the  
22 place to go. Now they can stop in Barstow, and they can  
23 play here. They can enjoy the entertainment here  
24 instead of, like somebody said, just using it for the  
25 rest room.

1 I believe that it will bring plenty of jobs  
2 and that Los Coyotes definitely needs this.

PH47-2  
cont.

3 Thank you.

4 MR. BROUSSARD: Thank you.

5 The next speakers will be Curt Mitchell and  
6 Lynn Chaperosa.

7 Curt Mitchell. **Public Hearing PH48**

8 MR. MITCHELL: My name is Curt Mitchell.

9 I want to clarify some of the concerns that  
10 have been expressed tonight about gas stations, bed tax,  
11 sales taxes, et cetera.

12 The negotiated Municipal Services Agreement  
13 with Los Coyotes includes 4.3 revenue sharing, and it  
14 takes into account the taxes that would normally be  
15 received from business operations and the anticipated  
16 increase in public safety employees needed to meet the  
17 additional requirements.

PH48-1

18 In addition, gas stations are specifically  
19 prohibited on trust land. They must abide by California  
20 liquor laws and \$40,000 set aside annually for gambling  
21 addiction programs.

22 Thank you.

23 MR. BROUSSARD: Thank you.

24 Ms. Chaperosa. **Public Hearing PH49**

25 MS. CHAPEROSA: Hi. I'm Lynn Chaperosa,

PH49-1

1 Los Coyotes Executive Council.

2 I just wanted to like move it along. Some of  
3 the stuff that was going, these are some -- she talked  
4 about having a casino on tribal land. When Christopher  
5 Columbus came, this was all tribal land.

6 And they talked about doing the leap frog  
7 from one county to another. All the other counties in  
8 between here and San Diego County have major casinos.  
9 They're not going to share with us. We have to go  
10 someplace else.

11 They want to preserve our land. Our land is  
12 like a canyon, and we barely have deer. We have all our  
13 plants and historical sites there.

14 If we put something else on there, all of  
15 our -- all our culture is gone right there. This is the  
16 only way for us to preserve our culture. No matter  
17 where we go, it's always in our heart.

18 So there -- we have talked -- if we leave our  
19 reservation, it's always going to be in our heart.  
20 There's no way we can lose our culture, only if we want  
21 to.

22 Thanks.

23 MR. BROUSSARD: Thank you. **Public Hearing PH50**

24 The next speaker will be Rilda Contreras.

25 MS. CONTRERAS: Hello. My name is Rilda Contreras.

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PH49-1  
cont.

PH50-1

1 I'm a Los Coyotes member.

2 And I would like to thank Barstow from the  
3 bottom of our hearts and my family for allowing us to be  
4 here and get to meet so many of the people that have  
5 welcomed us into this town.

6 We are thankful and grateful to have such  
7 good friends. And we just love all you guys for -- that  
8 allows us to be here.

9 And no disrespect to the other tribal members  
10 that have come, because, you know, everybody's allowed  
11 their own opinion.

12 But I am up in age. I'm an elder now. And I  
13 have been around God's good earth, and I do believe I  
14 know who I am and where I come from.

15 So I know that they probably think they have  
16 some interest in what we do and believe in, but our  
17 people, our culture has been preserved in our tribe.

18 And, again, I'd like to thank you for having  
19 us here.

20 MR. BROUSSARD: Thank you.

21 Any more comments?

22 If there are no more comments, then this  
23 concludes the BIA's public Draft EIS hearing for the  
24 Los Coyotes fee-to-trust and proposed casino project.

25 I want to thank everyone very much for their

1 participation and for their respectful behavior through  
2 all of the comments here.

3                   And everyone have a good night.

4                   (The hearing was concluded at 8:29 p.m.)

5   --oOo--

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# **CHAPTER 3.0**

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***RESPONSE TO COMMENTS***

## CHAPTER 3.0 RESPONSE TO COMMENTS

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This section contains responses to comments that were received during the public comment period on the Draft Environmental Impact Statement / Tribal Environmental Impact Report (Draft EIS/TEIR). All of the comments, which have been bracketed and numbered for ease of reference, are provided in **Section 2.0** of this document. Written comments received from public agencies and other governmental entities are given the prefix “A” followed by a sequential number, distinguishing each comment. Written comments received from Native American Tribal Governments are given the prefix “T”. Written comments received by citizens, private organizations, businesses, unions, etc., are given the prefix “I.” Finally, verbal comments provided during the public hearing are given the prefix “PH.” Refer to **Table 2-1** which provides an index of all of the comments received on the Draft EIS/TEIR.

Once an issue is addressed, either in the General Responses (**Section 3.1**) or in an individual response to a comment, subsequent responses to similar comments reference the initial response. This format eliminates redundancy where multiple comments have been submitted on the same issue.

### 3.1 GENERAL RESPONSE TO COMMENTS

#### GENERAL RESPONSE 1 – NON-NEPA ISSUES

**Summary of Comments:** Some of the comments received were expressions of opinion either for or against the Proposed Project. Other comments do not raise a substantive environmental issue.

**Response:** Federal agencies must follow the requirements in the President’s Council on Environmental Quality (CEQ) National Environmental Policy Act (NEPA) Regulations, 40 CFR Part 1500, when responding to comments. The CEQ Regulations generally recommend that comments be addressed if they are: “1) Substantive and relate to inadequacies or inaccuracies in the analysis or methodologies used; 2) Identify new impacts or recommend reasonable new alternatives or mitigation measures; 3) Involve substantive disagreements on interpretations of significance and scientific or technical conclusions.” According to 40 CFR 1500.1 and 1500.4, the goal of NEPA is to improve decision-making by providing decision makers and the public with pertinent and accessible information on potential project impacts on the environment. Comments received that further NEPA’s purposes are included in the Final EIS/TEIR. Responses are not required for comments that do not raise a substantive environmental issue, such as comments merely expressing an opinion. However, such comments have been included within the administrative record and thus will be considered by the BIA in its decision on the project.

#### GENERAL RESPONSE 2 – PURPOSE AND NEED

**Summary of Comments:** A number of commenters suggested that the Purpose and Need for the Proposed Project was not accurately stated as the Los Coyotes Band of Cahuilla and Cupeño Indians (Tribe) currently has alternative sources of revenue, including revenue from a lease agreement with the

Eagle Rock Training Center (ERTC), revenues paid to the Tribe through the Revenue Sharing Trust Fund, and revenue from an existing campground on the Reservation.

**Response:** The purpose and need for the Proposed Action is clearly stated within Section 1.2 of the EIS/TEIR. The Tribe is in need of a *reliable, significant* revenue source that would be used to strengthen the tribal government; fund a variety of social, housing, governmental, administrative, educational, health and welfare services to improve the quality of life of tribal members; and provide capital for other economic development and investment opportunities.

The purpose and need for the Proposed Project has been revised to clarify that while the Tribe does have other very limited sources of revenue, these sources are unreliable and are insufficient to fund the infrastructure and services needed by the Tribe. Furthermore, these sources are inadequate to allow the tribe to become self-sufficient or to achieve tribal self-determination. In February 2012, the Tribe obtained a judgment for eviction which requires ERTC to vacate the reservation; a federal lawsuit on the same issue is still pending. Because the lease with the ERTC is currently the subject of litigation, the likelihood of future revenue generation is uncertain. Even in the unlikely event that the judgment is reversed and the lease is ultimately determined to be valid, the ERTC operations have not generated employment opportunities or significant revenues for the Tribe, and are not expected to do so in the future. Regarding the existing campground on the Reservation, there are not enough patrons to support year-round operation, and this endeavor has failed to generate significant revenues for the Tribe. Alternative D addresses the effects of a larger more substantial campground as a means of generating a more substantial revenue source, but as noted in Section 2.5 of the Final EIS/TEIR, Alternative D fails to generate sufficient revenue to meet the needs of the Tribe.

### **GENERAL RESPONSE 3 – COMPLIANCE WITH GAMING REGULATIONS AND LEGISLATION**

**Summary of Comments:** A number of comments raised concerns regarding the legality of gaming on the project site, and whether or not Alternatives A and B are consistent with requirements of federal Indian law including the Indian Gaming Regulatory Act (IGRA). Commenters stated that the Los Coyotes Tribe should have an ancestral, historic and modern day connection to the project site in order to be able to game on the property. Additionally, commenters asserted that Alternatives A and B are inconsistent with the legislative intent of Proposition 1A and Proposition 5.

**Response:** As discussed in Section 1.1 of the EIS/TEIR, the Tribe is seeking to acquire off-reservation land in trust for gaming purposes, therefore compliance with Section 20 of IGRA is being considered along with the Bureau of Indian Affairs (BIA) Part 151 fee-to trust application. **General Response 1** above explains that responses are not required for comments that do not raise a substantive environmental issue. Accordingly, no responses are required for comments related to the ability of the Department of the Interior to take land into trust or compliance with the provisions of the IGRA. For the purposes of this EIS/TEIR, it is assumed that the Barstow site can be taken into trust and utilized for gaming. Although these comments do not raise substantive environmental issues, the following background information may be helpful:

The Secretary of the Interior (Secretary) has broad discretion to acquire lands in trust for the benefit of Indian tribes pursuant to the Indian Reorganization Act (IRA). To assist in restoring tribal land bases, the IRA, among other powers, gives the Secretary the authority to acquire, at the Secretary's discretion, interests in lands "within or without existing reservations." 25 U.S.C. § 463(a), 463e, and 465. The policy of the IRA is to provide a tribal land base on which tribal communities, governed by tribal governments, can exist and flourish by rebuilding a land base and promoting tribal economic and governmental self-sufficiency.

The IRA itself does not directly pertain to Indian gaming. Instead, IGRA sets the criteria under which gaming activities can occur on Indian lands. Under Section 20 of IGRA, 25 U.S.C. § 2719(b)(1)(A), off-reservation gaming must be expressly authorized by the Secretary. Section 20 states that gaming shall not be conducted "on lands acquired by the Secretary in trust for the benefit of an Indian tribe after October 17, 1988," unless certain limited conditions are met. 25 U.S.C.A. § 2719(a). Under the exceptions to § 2719(a), gaming on newly acquired trust lands may be conducted, pursuant to a "two-part determination" when:

"[t]he Secretary, after consultation with the Indian tribe and appropriate State, and local officials ... determines that a gaming establishment on newly acquired lands would be in the best interest of the Indian Tribe and its members, and would not be detrimental to the surrounding community, but only if the Governor of the State in which the gaming activity is to be conducted concurs in the Secretary's determination."

The Tribe has requested that the Secretary take the Barstow Site into trust pursuant to the IRA and its implementing regulations, 25 C.F.R. Part 151, and determine the site eligible for gaming pursuant to the two-part determination process under Section 20 of IGRA and its new implementing regulations, 25 C.F.R. Part 292. The distance of the proposed site from where the location where the tribe maintains core governmental functions and evidence of a tribe's significant historical connections, if any, to the land are just two of a number of issues identified in 25 CFR 292.17 that the Secretary will consider in determining the first prong--whether a gaming establishment on the proposed site would be in the best interest of the tribe and its members--of his two-part analysis. The distance of the proposed site to a tribe's reservation is also a factor considered by the Secretary in taking lands outside a tribe's reservation into trust under 25 CFR 151.11. Specifically, the further from the reservation, the greater scrutiny the Secretary gives to the tribe's justification of anticipated benefits and the more weight given to the concerns of state and local governments.

Although comments concerning Proposition 1A and Proposition 5 also do not raise substantive NEPA issues, the following background information may be helpful:

Proposition 5 proposed to add provisions to California law requiring the State to offer a tribal-state gaming compact to "any federally recognized Indian tribe that is recognized by the Secretary of the Interior as having jurisdiction over Indian lands in California" (Sec. 98004). The terms of the offered tribal-state gaming compact provided that "[t]he tribe may establish and operate gaming facilities in which the gaming activities authorized under this Gaming Compact may be conducted, provided that the facilities are located on Indian lands within California over which the Tribe has jurisdiction, and

qualify under federal law as lands upon which gaming can lawfully be conducted.” (Section 4.2) The Summary of Proposition 5 prepared by the State Attorney General stated that:

“A YES vote of this measure means: The State must enter into a specific agreement with Indian tribes who wish to conduct certain gambling activities on Indian lands in California. A NO vote of this measure means: The state would not be required to enter into the agreement specified in this measure. The state could still negotiate with individual Indian tribes on the extent of gambling allowed on Indian lands in California.”

Proposition 1A proposed to amend the California Constitution by authorizing the Governor

“to negotiate and conclude compacts, subject to ratification by the Legislature, for the operation of slot machines and for the conduct of lottery gaming and banking and percentage card games by federally recognized Indian tribes on Indian lands in California in accordance with federal law. Accordingly, slot machines, lottery games, and banking and percentage card games are hereby permitted to be conducted and operated on tribal lands subject to those compacts.” (California Constitution, Article IV, Section 19, (f))

Both Proposition 5 and Proposition 1A were approved by the voters of the State of California. Both Propositions contemplated that tribes would be able to conduct gaming on Indian lands within California over which the Tribe has jurisdiction, and which qualify under federal law as lands upon which gaming can lawfully be conducted. IGRA defines the term “Indian lands” and establishes the additional requirements which Indian lands acquired after October 17, 1988 must satisfy in order for such Indian lands to qualify as eligible for gaming. Propositions 5 and 1A permitted Indian gaming on all Indian lands in California which are eligible for gaming, including lands which become Indian lands after the dates the Propositions were approved.

## 3.2 RESPONSES TO WRITTEN AGENCY COMMENTS

### COMMENT LETTER A1: NATIVE AMERICAN HERITAGE COMMISSION

#### Response to Comment A1-1

Comment noted. Section 3.5.3 of the EIS/TEIR provides a description of consultation with the Native American Heritage Commission (NAHC), Native American Tribes, and the results of the record search conducted at the San Bernardino Archaeological Information Center (SBIC) of the California Historical Resources Information System. Contact information for all but one of the tribes and individuals listed in the attachment to the comment letter was previously provided to the BIA in response to an earlier request for information. Correspondence with these tribes was included in Appendix G of the Draft EIS/TEIR. A consultation letter, included within **Appendix R** of this Final EIS/TEIR, was sent to the additional tribe identified in the NAHC’s comment letter on February 1, 2012. A follow-up call was conducted on February 10, 2012. To date, no response has been received from any of the individuals or groups contacted.

### **Response to Comment A1-2**

Section 5.5 of the EIS/TEIR includes mitigation measures to minimize the potential for adverse effects in the event that human remains are inadvertently discovered in accordance with Section 106 of the National Historic Preservation Act as amended (36 CFR 800) and the Native American Graves Protection and Repatriation Act (NAGPRA)(25 USC 3001 *et seq*).

### **COMMENT LETTER A2: NATIONAL PARK SERVICE, PARTNERSHIP PROGRAMS, PWR Response to Comment A2-1**

The commenter's review of the EIS/TEIR is noted.

### **COMMENT LETTER A3: U.S. GEOLOGICAL SURVEY, ENVIRONMENTAL MANAGEMENT BRANCH**

#### **Response to Comment A3-1**

The commenter's review of the EIS/TEIR is noted.

### **COMMENT LETTER A4: DEPARTMENT OF TOXIC SUBSTANCES CONTROL**

#### **Response to Comment A4-1**

The commenter's summary of the Proposed Project (Alternative B) is accurate and is reflected in Section 2.2.2 of the Draft EIS/TEIR.

#### **Response to Comment A4-2**

As described in Section 3.11.1 of the Draft EIS/TEIR, the environmental database review for the project alternatives was accomplished using the services of a computerized search firm, Environmental Data Resources, Inc. (EDR). EDR reports for the Barstow and Los Coyotes sites are included as Appendix K of the Draft EIS/TEIR. The scope of the regulatory information search conducted for the sites included, but was not limited to, the databases listed by the commenter. As described in Section 3.11.2, no outstanding open environmental cases with local, state, or federal regulatory agencies for the Barstow and Los Coyotes sites were identified within these databases. Mitigation measures were included in Section 5.11 of the Draft EIS/TEIR to minimize or eliminate potential contamination to environmental resources from the use and storage of hazardous materials during construction activities and to reduce potential adverse effects from hazardous waste management activities; therefore, the project alternatives would not pose a threat to human health or the environment.

#### **Response to Comment A4-3**

As discussed in Section 2.0 of the Draft EIS/TEIR, the Proposed Project would be located on land that would be taken into trust by the BIA. Accordingly, the Tribe and the United States Environmental Protection Agency (USEPA) would have jurisdiction over development of the Proposed Project in relation to potential impacts associated with hazardous materials. The USEPA would be responsible for

ensuring the Tribe complies with regulations regarding hazardous materials as the State, and accordingly the Department of Toxic Substances Control, does not have authority over tribal trust lands..

Refer to **Response to Comment A4-2**. No outstanding open environmental cases with local, state, or federal regulatory agencies for the site were identified, and no reported sites in the vicinity of the Barstow and Los Coyotes Site site were found to be currently under remediation.

A Phase I Environmental Site Assessment (ESA) conducted in accordance with the *ASTM Standard E 1527, Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* was prepared for the Barstow site and was included as Appendix J to the Draft EIS/TEIR. The Phase I ESA concluded that no Recognized Environmental Conditions exist on the Barstow site and no further studies were warranted. The Phase I ESA will be updated prior to the land being taken into trust in accordance with Department of the Interior Policy 602 DM2.

Mitigation measures were included in Section 5.11 of the Draft EIS/TEIR to minimize or eliminate potential contamination to environmental resources from the use and storage of hazardous materials during construction activities and to reduce potential adverse effects from hazardous waste management activities. The commenter's additional information on appropriate protocols is noted.

#### **Response to Comment A4-4**

As described in Section 4.11 of the Draft EIS/TEIR, during operation of the proposed facilities, the majority of waste produced would be non-hazardous. The small quantities of hazardous materials that would be utilized would include motor oil, hydraulic fluid, solvents, cleaners, lubricants, paint, and paint thinner. The amount and type of hazardous materials that would be generated are common to commercial sites and do not pose unusual storage, handling, or disposal issues. Materials would be stored, handled, and disposed of according to state, federal, and manufacturer's guidelines. The commenter's additional information on appropriate protocols is noted.

#### **Response to Comment A4-5**

The commenter's request is noted.

### **COMMENT LETTER A5: CALIFORNIA DEPARTMENT OF TRANSPORTATION**

#### **Response to Comment A5-1**

In response to this request, a ramp diverge analysis has been completed for the I-15 southbound (SB) off-ramp/Lenwood Road and at I-15 northbound (NB) off-ramp/Lenwood Road, for Opening Year 2013 and Horizon Year 2035 under weekday, Saturday mid-day and PM, and Sunday peak hour conditions. The results of the analysis are summarized within Section 4.7, Section 4.13 and Appendix Q of the Final EIS/TEIR.

**Response to Comment A5-2**

In response to this request, a queuing analysis was conducted for the I-15 NB/SB Off-Ramps/Lenwood Road and at I-15 NB/SB Off-Ramps/Outlet Center Drive interchanges for Opening Year 2013 and Horizon Year 2035 under weekday, Saturday mid-day and PM, and Sunday peak hour conditions. The results of the analysis are summarized within Section 4.7, Section 4.13 and Appendix Q of the Final EIS/TEIR. Additional mitigation measures have been identified and are included in Section 5.7 of the Final EIS/TEIR.

**Response to Comment A5-3**

Table 4.7-2 in the Final EIS/TEIR has been revised to be consistent with Table 9-1 in the Los Coyotes Casino Barstow Site Traffic Impact Analysis (TIA) included as Appendix H of the Draft EIS/TEIR.

**Response to Comment A5-4**

The commenter states that both Tables 4.7-10 and 4.7-11 are titled Background plus Alternative B Roadway Analysis. The commenter is incorrect. Table 4.7-10 is titled Background plus Alternative B Roadway Segment Conditions – Opening Year 2013 and Table 4.7-11 is titled Background plus Alternative B Freeway Segment Conditions – Opening Year 2013. These titles appropriately describe the contents of the tables.

**Response to Comment A5-5**

A complete analysis of the horizon year 2035 traffic condition is provided in Section 4.13 of the EIS/TEIR and Appendix H of the Draft EIS/TEIR.

**Response to Comment A5-6**

Comment noted. All comments submitted within the public comment period have been addressed in the Final EIS/TEIR. Necessary revisions to the TIA will be completed and a revised TIA will be resubmitted to the Department of Transportation as part of the encroachment permit process.

**Response to Comment A5-7**

Due to the voluminous nature of the TIA appendices, they were not included in the Draft EIS/TEIR but were made available upon request. The TIA appendices were posted on the project website on August 25, 2011 and can be viewed at: [http://www.loscoyoteseis.com/documents/draft\\_eis-teir/report.htm](http://www.loscoyoteseis.com/documents/draft_eis-teir/report.htm). The Final EIS/TEIR will indicate the location of the TIA appendices.

**Response to Comment A5-8**

The commenter states that the traffic analysis should include the Sunday PM peak-hour, because traffic traveling to and from Las Vegas impacts local intersections and roadways. In response to this comment, a Sunday PM peak-hour traffic analysis was conducted, the results of which are summarized in Section 3.7, Section 4.7, Section 4.13 and Appendix Q of the Final EIS/TEIR. In general the modeled Sunday level of

service (LOS) and delays at study intersections were found to be less than the modeled weekday and Saturday LOS and delays; therefore, the Draft EIS/TEIR provides a worst-case analysis of intersection operation with project traffic. The Sunday ramp diverge operations was found to be the worst-case and the Saturday queuing was found to be the worst-case.

### **Response to Comment A5-9**

The commenter requests that the year be added to Figures 5.2, 5.3a, and 5.3b of the TIA, and traffic volumes for the I-15 on-ramps be added to Figures 5.3a and 5.3b of the TIA. The existing year for the existing traffic condition and volumes in Figures 5.2, 5.3a, 5.3b is provided in Section 5.2.3 of the TIA. As stated in Section 5.2.3 of the TIA, little or no growth occurred between 2007 and 2009; therefore, the counts shown in these figures are assumed to accurately represent 2009 counts. The I-15 NB and SB on-ramp traffic volumes were not displayed in the graphics since they are free movements and do not affect traffic operations at the signalized intersections. Attachment C of Appendix Q of the Final EIS/TEIR provides the I-15 NB and SB ramp volumes at Lenwood Road for all study scenarios.

### **Response to Comment A5-10**

Refer to **Response to Comment A5-7** regarding the availability of the appendices of the TIA.

### **Response to Comment A5-11**

The footnote referencing the 2007 Caltrans data is incorrect. During preparation of the TIA, the most recent available freeway volumes were provided by Horatius Petreaca since the Caltrans website only posted volumes as recent as 2007. Table 6-3 of the TIA should have stated the correct date of the volume data. However, in order to be consistent with the analysis year for intersections and street segments in the report, the freeway analysis has been revised to use the 2009 Caltrans volumes. The results of the analysis are summarized in summarized in Section 3.7, Section 4.7, Section 4.13 and Appendix Q of the Final EIS/TEIR. When updating the freeway volumes to 2009 conditions, a reduction in volumes was observed from the 2008 data. As shown in the updated analysis, all segments of I-15 are calculated to operate at acceptable levels of service during the mid-day and PM peak hours. No new significant effects were identified.

### **Response to Comment A5-12**

The commenter requested that Tables 6-3, 9-3, and 11-3, should be divided into two segments from L Street to State Route (SR)-58 and from SR-58 to Lenwood Road, instead of L Street to Lenwood Road because the traffic volume changes after the I-15/SR-58 interchange. The freeway analysis has been revised to separate the segment of I-15 from L Street to Lenwood Road into two separate segments as requested. The results are presented in Tables 4.7-4, 4.7-7, 4.7-11, 4.13-9, 4.13-12, and 4.13-18 of the Final EIS/TEIR and in Appendix Q. No new significant effects were identified.

### **Response to Comment A5-13**

The commenter states that Table 6–3 of the TIA provided as Appendix H in the Draft EIS/TEIR shows only one directional Average Daily Traffic (ADT) and should include total ADT of NB and SB. The ADT volumes in Table 6–3 of the TIA are two-way volumes and were provided by Caltrans Traffic Data Branch website which provides bi-directional ADT volumes. K and D factors provided by Caltrans data are then applied to the bi-directional ADT to determine the separate NB and SB peak hour volumes.

### **Response to Comment A5-14**

Refer to **Response to Comment A5-7** regarding the availability of the appendices of the TIA.

### **Response to Comment A5-15**

The commenter stated that all the existing and horizon years turning peak hour volumes need to be balanced. All area traffic volumes are balanced through the intersections, where appropriate (i.e. I-15 and SR-58 ramps). The figures of the TIA (Appendix H of the Draft EIS/TEIR) currently do not show the turn volumes onto the I-15/Lenwood Road NB and SB on-ramps, as these are free movements and do not affect the average delay and LOS operations at these intersections. The analysis uses the correct traffic volumes and accurately represents the existing and forecasted conditions. In addition, restaurant diverted link trips traveling north and south through the Lenwood Road/Mercantile Road intersection are assumed to be oriented to/from the various land uses between this intersection and the I-15 NB Ramps at Lenwood Road to the north. There are hotel land uses between the intersections of Lenwood Road/Mercantile Road and Lenwood Road/Project Access. Thus, the total project trips and existing trips traveling along these segments seem to “disappear” between intersections. Attachment C provides the I-15 NB and SB ramp volumes at Lenwood Road for all study scenarios.

### **Response to Comment A5-16**

Comment noted. The District 8 Traffic Operational Surveillance unit will have a chance to review changes to the Draft EIS/TEIR and supplemental traffic analysis provided within Appendix Q of the Final EIS/TEIR prior to its approval.

## **COMMENT LETTER A6: CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD**

### **Response to Comment A6-1**

As discussed in Section 2 of the Draft EIS/TEIR, Alternatives A and B include the acquisition of the 23.1-acre Barstow site into federal trust status on behalf of the Tribe. State and local agencies do not have jurisdiction over tribal trust lands. While the Barstow site is currently located within the jurisdictional boundaries of the Lahontan Regional Water Quality Control Board, the EPA and the Tribe will have the sole authority to regulate discharges to waters once the site is placed into federal trust. Similarly, Alternatives C and D are located on the Tribe’s existing Reservation, thus the State and San Diego Regional Board do not have permitting authority.

### **Response to Comment A6-2**

Section 3.2 of the Draft EIS/TEIR describes the Lahontan Region Basin Plan and presents the beneficial uses of water resources and surface water quality objectives for the Mojave River Basin in which Alternatives A and B are located. Additionally, Section 3.2 of the Draft EIS/TEIR describes the San Diego Region Basin Plan and presents the beneficial uses of water resources and surface water quality objectives for the Warner Valley Basin in which Alternatives C and D are located. Section 4.2 of the Draft EIS/TEIR includes an evaluation of the potential impacts associated with construction and development of the project alternatives. For the development alternatives, implementation of mitigation measures presented in Section 5.2 of the Draft EIS/TEIR (which include Best Management Practices [BMPs] and storm water design provisions), lead to no adverse impacts to surface water resources as a result of the development alternatives. As stated in **Response to Comment A6-1**, the State does not have the authority to regulate water quality on tribal trust land. Therefore, the Draft EIS/TEIR assesses project compliance with applicable provisions of the Clean Water Act as enforced by the USEPA, the federal agency with jurisdictional authority within tribal trust lands.

### **Response to Comment A6-3**

Potential permits and required approvals are listed in Table 1-1 within the EIS/TEIR and are described within Section 4.0 of the Draft EIR/TEIR under each appropriate resource heading. For example, Section 4.2 addresses the need for the Tribe to obtain coverage under the USEPA's National Pollutant Discharge Elimination System (NPDES) General Construction Permit, and Section 4.4 addresses the need for Section 404 CWA permits from the USACE for potential effects to water of the U.S. As indicated in **Response to Comment A6-1**, only federal and tribal laws are applicable within tribal trust lands, and the State would not have jurisdiction or permitting authority over the project site once in trust.

### **Response to Comment A6-4**

As discussed in Section 2.2.1 of the Draft EIS/TEIR, stormwater would be directed towards the Lenwood Wash. In response to the comment, Sections 2.2.1 and 2.2.2 of the Final EIS/TEIR has been revised to clarify that stormwater run-off generated off site would be collected by culverts within the trust boundary and discharged on tribal trust land into a dissipating drainage feature prior to reaching the Lenwood Wash. Therefore, the discharge would be subject to USEPA regulation and would not adversely impact water quality.

Specific impacts to surface water resources are addressed in Section 4.2 (Water Resources) and Section 4.4 (Biological Resources) of the Draft EIS/TEIR. As discussed in Section 4.2 of the Draft EIS/TEIR, implementation of mitigation measures and incorporation of the grading and drainage plan features would prevent adverse impacts to surface water resources. Therefore, formal consultation with the California Department of Fish and Game (CDFG) or the Lahontan Regional Board is not required. The Draft EIS/TEIR adequately identifies the existing surface water resources in Section 3.0 and adequately assesses the potential impacts to water resources from project implementation in accordance with NEPA requirements.

The commenter states that the Draft EIS/TEIR must assess the effects of changes in the flow regime of downstream surface waters. As discussed in Section 4.2.1 of the Draft EIS/TEIR, drainage facilities have been incorporated into the project design to detain the increase in runoff on-site, maintaining the pre-development runoff rate to the Lenwood Wash. Therefore, the hydrology of the downstream watershed would not be significantly impacted as a result of implementation of the project alternatives.

The commenter provides a summary of Low Impact Development (LID) strategies and requests that the BIA require LID principles be incorporated into the project design, that natural drainage patterns be maintained to the extent feasible, and that both on-site and off-site storm water management strategies and BMPs are part of the planning process for both pre- and post-construction phases of the project. The commenter further states that the project must incorporate measures to ensure that stormwater generated by the project is managed on-site both pre- and post-construction and requests a statement concerning who will be responsible for ensuring post-construction BMPs along with requiring maintenance of the post-construction stormwater features. As discussed in Appendix E of the Draft EIS/TEIR, the drainage plan incorporated into the project design includes LID design principles such as gravel parking strips and parking end basins, use of landscaping to detain roof water discharges, retention basins, inundation areas, and reduction of outflows to pre-existing conditions. These features reduce impacts associated with stormwater generation as a result of development of the project site. Section 5.2 of the Draft EIS/TEIR presents the BMPs that would be incorporated into the Storm Water Pollution Prevention Plan (SWPPP) that would be developed in accordance with the USEPA's NPDES General Construction Permit. Based on the nature of the development and inclusion of a drainage plan in the project design, there are no off-site improvements required to implement the Proposed Project. The drainage plan ensures post-construction stormwater is adequately mitigated before flowing off site. The Tribe will be responsible for ensuring post-construction BMPs are implemented and the drainage features are maintained.

### **Response to Comment A6-5**

Comment noted. At this time, the Regional Board has not issued a cease and desist order requiring upgrades to the City's wastewater treatment system or preventing additional connections to the wastewater treatment plant (WWTP). The Proposed Project would not exceed the permitted capacity of the WWTP, or trigger the need for upgrades to the system. The wastewater generated by the Proposed Project would be similar in quality to municipal wastewater currently treated at the WWTP, and would not cause the WWTP to exceed effluent limits established in the existing NPDES permit or exacerbate impacts to groundwater quality. As clarified in **Section 4.13.2** of the Final EIS/TEIR, should upgrades to the WWTP be required in the future due to more stringent waste discharge requirements that may be issued by the Regional Board, payments made to the City through the Municipal Services Agreement (MSA) would provide for the Tribe's fair share contribution to the improvements.

### **Response to Comment A6-6**

Refer to **Responses to Comments A6-1 through A6-5**. Potential effects to water quality and resources are fully evaluated within Section 4.2 of the EIS/TEIR in accordance with NEPA requirements. LID strategies incorporated into the project design and the proposed drainage plan will minimize effects to water quality. Further, mitigation to minimize potential water quality impacts during construction is provided within Section 5.2, including recommended BMPs.

## **COMMENT LETTER A7: UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

### **Response to Comment A7-1**

Comment noted. Copies of the Final EIS/TEIR will be sent to the USEPA as requested.

## **COMMENT LETTER A8: COUNTY OF SAN DIEGO**

### **Response to Comment A8-1**

San Diego County's concerns regarding the development of Alternatives C and D are noted and have been taken into consideration by the BIA in its selection of the Preferred Alternative. As discussed in Section 2.5 of the Final EIS/TEIR, the BIA's Preferred Alternative has been identified as Alternative B, which is located in San Bernardino County. The need for further environmental review of Alternatives C and D is addressed within the following responses to the commenter's detailed comments.

### **Response to Comment A8-2**

Comment noted. Biological impacts associated with Alternative C are discussed in Section 4.4 of the EIS/TEIR. Refer to Section 2.5 of the Final EIS/TEIR regarding the BIA's selection of a preferred alternative.

Regarding the Dulzura pocket mouse and coast live oak woodland habitat, state and local regulations do not apply on existing tribal trust land. In accordance with NEPA, while the Dulzura pocket mouse is included in baseline descriptions, this species generally receives no specific protection on tribal trust land and is not afforded protection by the Federal Endangered Species Act (FESA). As stated in Section 4.4.3 of the EIS/TEIR, significant adverse effects to waters of the U.S. would not occur to San Ysidro Creek since this area is outside the area of development. Furthermore, the regulatory requirements and BMPs related to water resources presented in Section 5.2 would further reduce any adverse effects.

San Ysidro Creek does not provide habitat for Southwestern willow flycatcher as it lacks riparian vegetation required for this species to breed or forage. The Los Coyotes site does not provide habitat for least Bell's vireo because the site is outside of the known elevation range.

As stated within Section 3.4 of the Draft EIS/TEIR, suitable habitat for the Stephens' kangaroo rat exists within the grassland within the Los Coyotes site. If the United States Fish and Wildlife Service (USFWS) determines that the Stephen's kangaroo rat may occur on-site, determinant-level surveys shall be conducted and appropriate mitigation and avoidance measures recommended by the USFWS shall be implemented prior to and during construction and operation activities Section 7 Consultation with the USFWS regarding the Stephen's kangaroo rat.

As noted in Section 3.4 of the Draft EIS/TEIR of the biological resources section, the portion of San Ysidro Creek that runs within and adjacent to the Los Coyotes site does not provide suitable breeding habitat for arroyo toad because the drainage does not have persistent water flow or pools. Arroyo toad requires intermediate drainages and streams with minimal current or shallow, gravelly pools that persist

until at least July. There was no water present within the San Ysidro Creek during the May 2, 2006 biological survey of the Los Coyotes site. The small pools and wetland area in and adjacent to San Ysidro Creek approximately 200 yards downstream of the Los Coyotes site provide habitat, therefore, arroyo toad could infrequently occur on the Los Coyotes site, as arroyo toads can range up to a kilometer from their breeding areas during the nonbreeding season. Given the lack of known arroyo toad occurrences within 5 miles of the Los Coyotes site, the absence of water within San Ysidro Creek during the May 2, 2006 biological survey, which is required for arroyo toad to breed, and the lack of presence during the May 2, 2006 biological survey of the Los Coyotes site, it is unlikely for this species to occur within the Los Coyotes site.

### **Response to Comment A8-3**

See **Response to Comment A8-1**.

### **Response to Comment A8-4**

The commenter cites a study by the County of San Diego Health and Human Services Agency which concluded that there is a statistically significant increase in motor vehicle crashes and in alcohol-related crashes during construction and operation of a new casino in a rural area. The commenter states that these impacts have not been analyzed in the Draft EIS/TEIR under Alternative C. Currently, there are approximately 26 existing casinos and two proposed casinos within San Diego County, including the Santa Ysabel Casino located approximately 11 miles southwest of the Alternative C project site. As such, the regional population has historically been exposed to gaming establishments, and Alternative C would not introduce a new land use to the region that would be expected to significantly alter the behavior of the existing population. Although the Los Coyotes Reservation is located within a rural area, it is also located within a region with numerous existing tribal casino resorts, thus worst case effects as described in the study would not apply to the Los Coyotes project site. Potential impacts to crime under Alternative C, including driving under the influence of alcohol, are fully discussed in Section 4.6.3 of the Draft EIS/TEIR. As stated in Section 4.6.3, social impacts including crime from Alternative C would be comparable but to a lesser extent than Alternative A, since Alternative C is reduced in size and scope, and would be considered less than significant. Potential impacts to public services under Alternative C, including emergency medical response, have been fully discussed in Section 4.9.3 of the Draft EIS/TEIR. Please refer to **Response to Comment A8-35** regarding potential impacts to emergency services.

### **Response to Comment A8-5**

San Diego County's willingness to enter into an MSA with the Tribe for compensation of services provided to the Reservation should Alternative C be chosen as the proposed project is noted. As described in Section 2.2.3, the Tribe is willing to negotiate appropriate compensation for services provided by San Diego County to Alternative C.

### **Response to Comment A8-6**

The commenter states that the Draft EIS/TEIR fails to adequately address problem gambling prevention and alcohol abuse under Alternative C. The commenter requests that the Draft EIS/TEIR be revised to

include a problem gambling prevention program for Alternative C. As stated in Section 4.6.3, social impacts including pathological and problem gambling and crime from Alternative C would be comparable but to a lesser extent than Alternative A, since Alternative C is reduced in size and scope. Residents of San Diego County have been exposed to many forms of gambling, including destination casinos, for many years. An additional casino in San Diego County under Alternative C is not expected to substantially increase the prevalence of problem gamblers in the region. The Final EIS/TEIR has been revised to further clarify that a tribal compact with the State would include provisions for contribution to problem gambling addiction treatment programs under Alternative C. As such, no further mitigation is required.

### **Response to Comment A8-7**

The commenter states that the potential impacts to crime under Alternative C have not been adequately addressed for Alternative C. As stated in Section 4.6.3, social impacts including crime from Alternative C would be comparable but to a lesser extent than Alternative A, since Alternative C is reduced in size and scope, and therefore would not be considered significant. Whenever large numbers of people are introduced into an area, the volume of crime would be expected to increase. This is true of any large-scale development. Taken as a whole, literature on the relationship between casino gambling and crime rates suggests that communities with casinos are as safe as communities without casinos. The National Opinion Research Center (NORC, 1999) found that insufficient data exists to quantify or determine the relationship between casino gambling within a community and crime rates. Alternative C would introduce a large number of patrons and employees into the area on a daily basis. As a result, under Alternative C, criminal incidents would be expected to increase proportionally in the project area, particularly at the project site, as with any other development of this size. However, as discussed under Section 4.6 of the Draft EIS/TEIR, tax revenues would be generated for federal, state and local governments from activities including secondary economic activity generated by tribal gaming. The taxes on secondary economic activity include: corporate profits tax, income tax, sales tax, excise tax, property tax, and personal non-taxes, such as motor vehicle licensing fees, fishing/hunting license fees, other fees, and fines. Additionally, the gaming compact will provide for revenue sharing between the Tribe and the State, as well as local governments. Increased tax revenues resulting from Alternative C would fund expansion of law enforcement services required to accommodate planned growth. Additionally, mitigation has been added to Section 5.9 requiring that the Tribe make a good faith effort to negotiate an agreement with San Diego County for the provision of law enforcement services. Thus, Alternative C would not result in significant adverse effects associated with crime.

### **Response to Comment A8-8**

As mentioned by the commenter, the EIS/TEIR states that Alternatives C and D would both have the potential to adversely affect waters of the U.S., wetland features on-site, and the Quino checkerspot butterfly, the Laguna Mountains skipper, arroyo toad, the coastal California gnatcatcher, and Stephen's kangaroo rat; however, it should be noted that feasible mitigation was provided in the EIS/TEIR to reduce potential adverse effects to these species and, therefore, Alternative C and D are not 'infeasible' as was suggested by the commenter.

The commenter's suggestion that an alternative location on the Reservation could eliminate the potential impacts on sensitive biology and wetlands is not necessarily correct. As shown in Figure 3.4-7 of the EIS/TEIR, the entire Reservation has the potential to contain special status species; furthermore, much of the Reservation has similar habitat types which would likely result in similar potential impacts on sensitive biology and wetlands as Alternatives C and D. As described in Section 1.2 of the EIS/TEIR the Tribe's existing Reservation lands are remote, composed almost entirely of steep, rugged terrain, environmentally sensitive, and difficult to access, being surrounded by various state and federal forest, park and public domain lands. The location of Alternatives C and D was chosen because of its distance from existing tribal buildings and residences, distance from the Reservation borders, proximity to an existing access road, relatively flat topography, and relatively smaller areas of Coast Live Oak Woodland. An alternative on-Reservation site would not add in expanding the range of reasonable or feasible alternatives, nor would it further the objectives and goals of the Tribe, to which the BIA gives substantial weight and deference in light of the Tribe's role as applicant.

### **Response to Comment A8-9**

As described in Sections 2.2.3 and 2.2.4, respectively, Alternatives C and D would be constructed in accordance with International Building Code. However, as discussed in Sections 4.1.3 and 4.1.4, the Los Coyotes site does not fall within an Alquist-Priolo Zone, and is therefore not subject to any building restrictions applicable to properties designated as such.

### **Response to Comment A8-10**

As discussed in Section 2.2.3 of the Draft EIS/TEIR, Alternative C would be developed on tribal trust lands. The project site for Alternatives C and D is located approximately 3 miles inland from the Reservation boundaries and unincorporated land within San Diego County. Development of Alternatives C or D would require compliance with tribal ordinances and the Clean Water Act. As discussed in Section 4.2.3, the introduction of impervious surfaces increases the potential for entrained contaminants in stormwater runoff to adversely impact water quality. The implementation of the BMPs incorporated into the SWPPP in compliance with the USEPA's NPDES General Construction Permit would assure no adverse impacts to surface water resources would occur from construction or operation of Alternative C. In regards to flooding, the drainage plan would ensure less-than-significant flooding impacts as a result of the development of Alternative C. In response to comments received on the Draft EIS/TEIR, the Grading and Drainage discussions in Sections 2.2.3 and 2.2.4 of the Final EIS/TEIR have been revised to clarify that final design plans will be developed to ensure final elevations are above the 100-year floodplain elevation for the San Ysidro Creek.

The commenter provides significance criteria for Alternative C based on the California Environmental Quality Act (CEQA) Checklist in Appendix G of the CEQA Guidelines (CEQA Checklist). In accordance with the anticipated requirements of the Tribal-State Gaming Compact, the Draft EIS/TEIR assesses the potential for implementation of the project alternatives to significantly impact the off-reservation environment. This checklist was included as Appendix C of the Draft EIS/TEIR. The checklist includes significance criteria to assess the potential for significant off-reservation flooding impacts. The potential for flooding-related off-reservation impacts was addressed based on these criteria.

The commenter states that the mitigation measures included in the Draft EIS/TEIR for Water Resources are not adequate and additional analysis is needed to ensure that Alternative C and D comply with local and state water quality regulations, and should take into account the County's Standard Urban Stormwater Mitigation Plan (SUSMP). Please refer to the **Response to Comment A6-1** regarding jurisdictional authority over water quality on the proposed project site for Alternatives C and D. Accordingly, the SUSMP does not apply to the proposed project site for Alternatives C and D, although the BMPs and mitigation for Alternatives C and D are substantially similar to those required by the SUSMP.

The commenter states that Alternatives C and D are two very different uses and would have different impacts in regards to water resources and therefore the Draft EIS/TEIR should be revised for each alternative to better describe the BMPs and mitigation proposed for each alternative on an individual basis based on use. While the two alternatives for the Reservation project site are for different land uses, the acreage of disturbance is similar for both alternatives and associated water resources impacts would be similar. Therefore, the BMPs and mitigation would also be similar.

The implementation of surface water protection would protect groundwater recharge sources. The BMPs presented in Section 5.2 of the Draft EIS/TEIR include provisions to prevent runoff, contain runoff, or treat runoff. While these features focus on surface water and sedimentation, their implementation would also reduce the potential for contaminants to percolate into the groundwater. In addition, the BMPs listed in Section 5.11 (Hazardous Materials) of the Draft EIS/TEIR would further reduce the potential for construction-related contaminants to become entrained in surface water runoff, thereby protecting groundwater resources.

### **Response to Comment A8-11**

The Draft EIS/TEIR provides an equal level of evaluation of proposed wastewater treatment facilities for each of the alternatives. Draft EIS/TEIR Section 4.2 provides the anticipated average daily wastewater flows for all the alternatives. While Alternatives A and B would connect to the municipal system, Alternatives C and D would result in the development of an onsite WWTP to serve the proposed developments. Details regarding the treatment process and required permitting are provided in Section 2.2.3 of the Draft EIS/TEIR. The potential impacts associated with wastewater facilities are addressed in Section 4.2 (Groundwater Quality) and impacts to public services are addressed in Section 4.9 (Wastewater Service). The Draft EIS/TEIR adequately assesses the wastewater facilities for Alternative C and D.

Sections 2.2.3 and 2.2.4 of the Final EIS/TEIR have been revised to clarify that the leach fields would be located south of the parking lot in Alternatives C and D as noted by the commenter.

### **Response to Comment A8-12**

As discussed in the **Response to Comment A6-1**, the Tribe and the USEPA would have jurisdiction over the development of Alternative C. The well will be developed in a manner that is consistent with federal regulations and will therefore be protective of public health.

Compliance with the Safe Drinking Water Act is the responsibility of the Tribe with oversight provided by the USEPA. As described in Sections 2.2.3 and 2.2.4 of the EIS/TEIR, it is not likely that a water treatment facility would be needed as wells in the vicinity are of good quality and do not require filtration. The water system would be injected with chlorine to maintain a chlorine residual throughout the distribution system<sup>1</sup>. The chosen development alternative would conform to, or exceed, all applicable drinking water standards.

As noted in the Draft EIS/TEIR, the Vista Irrigation District (VID) well field is located southwest of the Reservation. According to the VID 2010 Urban Water Management Plan, the Warner Basin has not been adjudicated nor identified as being in overdraft and VID studies indicate that the basin has approximately 150,000 acre-feet (AF) of usable storage. Since 1960, VID's median groundwater production has been 7,702 AF per year, and VID estimates that groundwater production will be maintained at this level through 2035. Therefore, the extraction of an additional 10,000 gallons per day (gpd) (equivalent to 11.20 AF per year) from the Warner Basin would not adversely impact groundwater supplies as concluded in the Draft EIS/TEIR.

#### **Response to Comment A8-13**

Groundwater levels would not prevent development of a leach field. As stated in Section 2.3.3, the Tribe would comply with the Underground Injection Control provisions of the Clean Water Act relating to disposal of treated wastewater. With proposed treatment at a level consistent with California recycled water standards, potential impacts would be insignificant.

The commenter states that the Draft EIS/TEIR indicates the leach fields would be located beneath the parking lot and that these designs are typically discouraged. Sections 2.2.3 and 2.2.4 of the Final EIS/TEIR have been revised to clarify that the leach fields would be located south of the parking lot, not beneath the parking lot.

The commenter's statement that the Draft EIS/TEIR mentions recycling of treated wastewater but does not provide specific statements concerning the uses is noted. Sections 2.2.3 and 2.2.4 of the Final EIS/TEIR have been revised to clarify that wastewater would be treated to allow for recycled water use for landscape irrigation or within restrooms.

As stated within the Draft EIS/TEIR, with the incorporation of project design features such as filter strips, storm water interceptors, and soil infiltration, Alternatives C and D would not adversely impact groundwater quality. The analysis to support the conclusion of "no adverse impact" on groundwater quality from Alternatives C and D is provided in Sections 4.2.3 and 4.2.4 of the EIS/TEIR, respectively.

As stated in Section 2.2.3 and 2.2.4, non-septic type wastewater treatment facilities would be developed to serve Alternatives C and D and, therefore, an expanded discussion of the existing issues at the campground restroom is not warranted in the Final EIS/TEIR.

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<sup>1</sup> HydroScience Engineers, Inc (HSe). 2006. Barstow Hotel and Casino Water and Wastewater Feasibility Study. Sacramento, CA. October 2006.

### Response to Comment A8-14

The commenter states that the project description is inadequate to determine air quality impacts because it does not specify the size of the area to be graded for the proposed facilities and off-site improvements. Air quality effects are analyzed in Section 4.3 of the Draft EIS/TEIR. Area graded is provided in Appendix L of the Draft EIS/TEIR. All on-site improvements are described in Section 2 of the Draft EIS/TEIR, and no off-site improvements for Alternatives C and D have been identified.

The commenter states that the Draft EIS/TEIR does not adequately evaluate the air quality impacts from construction and operation of Alternatives C and D. As described in Section 4.3.1 of the Draft EIS/TEIR, construction emissions were estimated using URBEMIS and are inclusive of all phases of construction. Appendix L of the Draft EIS/TEIR provides the URBEMIS output files which break down emissions from each phase of construction, including mass grading, fine grading, building, painting, and paving. No soil will be hauled off-site during the construction phase of the Proposed Project as the site is relatively flat and construction will balance cut and fill. Clarification has been added to Sections 4.3.4 and 4.3.5 of the Final EIS/TEIR.

The commenter states that the Draft EIS/TEIR does not include an evaluation of whether Alternatives C and D would result in a violation of the National Ambient Air Quality Standard (NAAQS) or the California Ambient Air Quality Standard (CAAQS). The project site is located on tribal trust land and is not under the jurisdiction of the State of California; therefore, the CAAQS do not apply. As stated in Section 3.4 of the Draft EIS/TEIR, San Diego County is in nonattainment for ozone under the NAAQS; therefore, project emissions were compared to the appropriate *de minimus* thresholds pursuant to the Clean Air Act's (CAA) General Conformity Rule (40 CFR § 93.153 [b][1] and [2]). As shown in Sections 4.3.4 and 4.3.5, and Tables 4.3-6, through 4.3-9 of the Draft EIS/TEIR, project emissions are below the *de minimus* thresholds and are therefore not significant. In accordance with the CAA's General Conformity Rule (40 CFR § 93.153 [b][1] and [2]) pollutants which are designated attainment in under the NAAQS (lead, carbon monoxide, and particulate matter 10 and 2.5 microns in size) are considered to conform to the applicable state implementation plan (SIP) and would not violate the NAAQS. Therefore, emissions of pollutants which are designated as attainment in the San Diego County Air Basin were considered to be less than significant. Project-related emissions from these pollutants are quantified and the results are provided in Appendix L of the Draft EIS/TEIR.

The commenter states that the Draft EIS/TEIR does not provide any meteorological or air quality data. Section 3.3.3 of the Draft EIS/TEIR, Environmental Setting, provides regional meteorology data as well as existing air quality data, which includes NAAQS designations.

The commenter states that the Draft EIS/TEIR does not indicate whether Alternatives C and D would conflict with or obstruct the San Diego Air Quality Strategy (SDAQS) or the SIP. As stated above the project site is located on tribal land and is therefore not under the jurisdiction of San Diego County. Therefore, the SDAQS is not applicable to the Proposed Project. As discussed above, emissions from the project were determined to be below *de minimus* thresholds and thus would not conflict with the SIP. Sections 4.3.4 and 4.3.5 of the Final EIS/TEIR have been revised to clarify that the Proposed Project would conform to the applicable SIP.

**Response to Comment A8-15**

The commenter states that the Draft EIS/TEIR does not include an analysis of sensitive receptors and a health risk assessment (HRA). As stated in Section 3.3 of the Draft EIS/TEIR, the nearest residence is two miles and the nearest school is six miles from the project site. Given the distance to the nearest sensitive receptors (2 miles), completion of an HRA is not warranted. Further, the increase in vehicle traffic resulting from Alternatives C and D is minimal (less than 200 peak hour vehicles) and emissions would be dispersed throughout the roadway network. Therefore, high concentrations of hazardous air pollutants would not occur. Soil contamination and hazardous materials are addressed in Section 4.11 of the Draft EIS/TEIR.

**Response to Comment A8-16**

The commenter states that the Draft EIS/TEIR does not analyze the cumulative air quality impacts of the Proposed Project. Cumulative effects to air quality from Alternatives C and D are discussed in Sections 4.13.4 and 4.13.5, respectively. As discussed therein, past, present and future development projects contribute to a regions air quality conditions on a cumulative basis; therefore by its very nature, air pollution is largely a cumulative impact. No single project is sufficient in size to, by itself; result in nonattainment of the NAAQS. If a project's individual emissions contribute toward exceedance of the NAAQS, then the project's cumulative impact on air quality would be significant. In developing attainment designations for criteria pollutants, the EPA considers the regions past, present and future emission levels. As shown in Tables 4.3-6 through 4.3-9 and Tables 4.13-19 and 4.13-23 the project emissions are below the de minimus level provided in the CAA; therefore, project-related emissions are not cumulatively significant.

**Response to Comment A8-17**

The commenter stated that the Draft EIS/TEIR did not address potential odors from the proposed alternatives. Odor was not raised as an issue in the scoping process; therefore, it was not included in the Draft EIS/TEIR. However, the TEIR Checklists included within Appendix C of the Draft EIS/TEIR, determined that the any odors generated by the project would have a less than significant effect on off-Reservation sensitive receptors. An odor analysis has been included in Section 4.3 of the Final EIS/TEIR.

**Response to Comment A8-18**

The commenter suggest that the Draft EIS/TEIR be revised to include a quantitative greenhouse gas (GHG) analysis of Alternatives C and D and that project significance should be based on San Diego County's thresholds. Because climate change analysis in environmental documents has rapidly evolved over the last several years, the climate change analysis in the Draft EIS/TEIR has been updated for all alternatives. This update was made so that the Final EIS/TEIR is consistent with the most recent climate change regulations and science. Because climate change is a global issue, the proposed project is a federal action, and Alternatives C and D are located on tribal trust land, it is appropriate to use federal thresholds to determine project-related climate change significance; however, the analysis provided in Section 4.13 of the Final EIS/TEIR includes a quantification of project-related GHG emissions and comparison of emissions to federal thresholds as well as an evaluation of the project's consistency with

the State's climate action strategies and reduction goals, which is consistent with San Diego County's reduction goal.

### **Response to Comment A8-19**

There have not been any substantial modifications to the Los Coyotes Reservation since the May 2006 biological surveys with the exception of the addition of the Eagle Rock Training Center facilities and the after effects of large brush fire. The addition of the Eagle Rock facilities has resulted in a minor conversion of habitat within the Reservation, and the wildfire is estimated to have destroyed over 10,000 acres of vegetation; therefore, the background description of biological resources within EIS/TEIR provides a conservative baseline from which to measure potential biological effects resulting from Alternatives C and D. As noted in Section 2.5 of the Final EIS/TEIR, the BIA has not selected Alternative C or D as the preferred alternative. Should Alternative C or D later be selected for implementation, consultation with USFWS would be initiated in accordance with Section 7 of the FESA. Should protocol level surveys be required for potentially occurring federally listed wildlife within the Los Coyotes site, they would be conducted based on consultation with the USFWS through the Section 7 process. Refer to **Response to Comment A8-2** for a detailed discussion of federally listed species.

The Los Coyotes site is held in trust by the federal government. State and local regulations do not apply on existing tribal trust land. Although the CDFG's recommended protocol level surveys for plants are not required, none of the California Native Plant Society (CNPS) list of plants documented on the Hot Springs Mountain quad (except for Otay Manzanita) have the potential to occur within the Los Coyotes site because the site is either outside of the known elevation range or does not provide habitat. Otay Manzanita is an evergreen shrub that is evident and identifiable outside of the blooming season. The May 2, 2006 biological survey was conducted within the identifiable period for this species and included the entire Los Coyotes site. This species does not occur within the Los Coyotes site.

### **Response to Comment A8-20**

The project site does not provide habitat for the Quino checkerspot butterfly. Rahn (1979) described the habitat of dwarf plantain (*Plantago erecta*), the main host plant for Quino checkerspot butterfly, as "dry sandy soil in dunes, grassy hills and flats, and clearings in woods." There are no records documented within 5 miles of the Los Coyotes site. The nearest record (California Natural Diversity Database [CNDDDB] Occurrence number 45) is from 2001 and is located approximately 8.5 miles northwest of the Los Coyotes site on the Aguanda quad. The May 2, 2006 biological survey was conducted within the blooming period for dwarf plantain, since this species flowers in April and May (Rahn 1979). No dwarf plantain was observed within the Los Coyotes site.

The proposed location for Alternatives C and D within the Los Coyotes site is appropriate given the minimal impacts to blue oak woodland, the extent of the surrounding blue oak woodland that would not be impacted by Alternatives C and D, and that state and local regulations do not apply on tribal land. No mitigation is included for the intermittent drainage and wetland area because neither would be impacted by Alternative C and D. As stated in Sections 4.3 and 4.4, potential waters of the U.S. would be avoided because the projects are designed outside of the area. In addition, the regulatory requirements and BMPs related to water resources presented in Section 5.2 would further reduce any adverse effects.

### **Response to Comment A8-21**

As stated in Section 5.4 of the EIS/TEIR, a Biological Assessment would be prepared to initiate Section 7 consultation with USFWS for the Los Coyotes site if either Alternative C or Alternative D is selected as the preferred alternative. As noted in Section 2.5 of the Final EIS/TEIR, Alternative B was selected by the BIA as the preferred alternative; therefore, consultation with the USFWS for the Los Coyotes site has not been initiated and is not required at this time.

### **Response to Comment A8-22**

As stated in Comment A8-19 above, the Los Coyotes site is held in trust by the federal government. Although the CDFG's recommended protocol level surveys for plants are not required, none of the CNPS list of plants documented on the Hot Springs Mountain quad (except for Otay Manzanita), which includes species within a five-mile radius of the Los Coyotes site, have the potential to occur because the site is either outside of the known elevation range or does not provide habitat. In conclusion, the Los Coyotes site does not provide habitat for Nevins Barberry and San Bernardino bluegrass.

### **Response to Comment A8-23**

Comment noted. The Los Coyotes site is held in trust by the federal government. The proposed location for Alternatives C and D within the Los Coyotes site is appropriate given the minimal impacts to blue oak woodland, the extent of the surrounding blue oak woodland that would not be impacted by Alternatives C and D, and that state and local regulations do not apply on tribal land. There are very limited alternative locations within the Reservation that could feasibility be developable due to the steep topography and limited infrastructure. A discussion of alternative sites within the Reservation considered but eliminated from detailed evaluation is provided in Section 2.3 of the Final EIS/TEIR.

### **Response to Comment A8-24**

As stated in Sections 4.3 and 4.4 of the EIS/TEIR, potential waters of the U.S. would be avoided through project design. In addition, regulatory requirements and BMPs related to water resources presented in Section 5.2 would further reduce any adverse effects. As stated by the commenter, Alternatives C and D occur on tribal land and Resource Protection Ordinance (RPO) compliance is not required.

### **Response to Comment A8-25**

As noted within the Section 3 of the biological resources section, the portion of San Ysidro Creek that runs within and adjacent to the Los Coyotes site does not provide suitable breeding habitat for arroyo toad because the drainage does not have persistent water flow or pools. The small pools and wetland area in and adjacent to San Ysidro Creek approximately 200 yards downstream of the Los Coyotes site provide habitat, therefore, arroyo toad could infrequently occur on the Los Coyotes site, as arroyo toads can range up to a kilometer from their breeding areas during the nonbreeding season. Given the lack of known arroyo toad occurrences within 5 miles of the Los Coyotes site, the absence of water within San Ysidro Creek during the May 2, 2006 biological survey, which is required for arroyo toad to breed, and the lack

of presence during the May 2, 2006 biological survey of the Los Coyotes site, it is unlikely for this species to occur within the Los Coyotes site. The proposed location for Alternatives C and D within the Los Coyotes site is appropriate given the minimal impacts to blue oak woodland, the extent of the surrounding blue oak woodland that would not be impacted by Alternatives C and D, and that state and local regulations do not apply on tribal land.

### **Response to Comment A8-26**

All public information described within the confidential cultural resources technical report is provided within Sections 3.5, 4.5 and 5.5 of the EIS/TEIR.

### **Response to Comment A8-27**

A description of the records search radius and previously conducted surveys within the study area is provided in Section 3.5.3 (Barstow Site) and Section 3.5.5 (Los Coyotes Site) of the EIS/TEIR. Further clarification of the scope and area of the records search has been provided within the Final EIS/TEIR.

### **Response to Comment A8-28**

The Los Coyotes site is located within the Tribe's Reservation, and is not subject to County regulations and standards. Consultation with the Los Coyotes Tribe indicates that there is no new information pertaining to the location of cultural resources within the Tribe's Reservation since the 2006 survey and sacred lands request.

### **Response to Comment A8-29**

Provisions for the discovery of unanticipated archaeological and paleontological resources are provided in Section 5.5 of the EIS/TEIR.

### **Response to Comment A8-30**

The Commenter states that page 3.6-6 of the Draft EIS/TEIR uses data compiled from 2004 to discuss the demographics of the labor force in San Diego County. As shown in Section 3.6 (Table 3.6-7), the labor demographic data for San Diego County was obtained for 2010, not 2004 as the commenter implies. The reference to 2004 information on page 3.6-6 is related solely to a description of the largest industries in San Diego County, and represents the most recent information related to San Diego County industries available. The description of industries located in San Diego County is provided for general information only and does not affect the evaluation of potential impacts presented in Section 4.6.

### **Response to Comment A8-31**

The commenter states that implementation of Alternative C and D would result in a substantial increase in traffic, which would warrant widening Camino San Ignacio Road. The commenter requested that the Final EIS/TEIR discuss how the Tribe would mitigate this impact. Impacts to San Ignacio Road were analyzed within the TIA provided as Appendix H and summarized in Section 4.7.4 of the Draft EIS/TEIR. As shown in Table 4.7-16 of the Draft EIS/TEIR and Table 4 of the TIA (Appendix H of the

Draft EIS/TEIR), Camino San Ignacio Road would function at LOS A with the addition of project traffic generated by Alternative C for both the buildout and cumulative year 2030 conditions. No mitigation is warranted by the Tribe.

### **Response to Comment A8-32**

The commenter stated that the Eagle Rock Military Camp should be considered in the cumulative traffic condition. The trips generated by the Eagle Rock Military Camp project are taken into consideration in the background horizon year 2030 as part of the two percent increase in the background traffic volume (refer to Section 4.13.4 of the Draft EIS/TEIR).

As shown in Section 4.13.4 and 4.13.5 of the EIS/TEIR, Camino San Ignacio Road would operate at LOS A in the cumulative year 2030. The project would generate a maximum of 172 Saturday peak-hour trips, which would be dispersed throughout the roadway network. With this minor increase in project-related traffic, all intersections and roadways in the project's study area would operate at LOS C or better in the cumulative year 2030, which does not exceed the County's significance criteria of LOS D (refer to Section 4.13 of the Draft EIS/TEIR). No adverse effects to study area intersections or roadways would occur in the cumulative year 2030; therefore, no mitigation is warranted.

### **Response to Comment A8-33**

The commenter states that the trip generation methodology/rate is not clearly outlined and based on the County's trip generation methodology, Alternative C would generate 1,600 trips. The methodology used to develop the trip generation rate applied to Alternative C is outlined in Section 4.7.1 of the Draft EIS/TEIR and described in detail within the TIA provided as Appendix H of the Draft EIS/TEIR (pages 20-21). As discussed therein, trip generation estimates were based on investigation of trip generation characteristics at other Indian casinos. This methodology is similar to the methodology used in San Diego's 2003 *Traffic Needs Assessment of Tribal Development Projects*. It should be noted that the San Diego trip generation rate is based on gaming floor size and the Shingle Springs trip generation rate is based on the overall size of the proposed development.

### **Response to Comment A8-34**

The commenter states that an encroachment and construction permit is required for any work done in the County road right-of-way. Comment noted. As described in Section 1.4 of the Draft EIS/TEIR an encroachment and construction permit is required for all work done within the County road right-of-way for Alternatives C and D.

### **Response to Comment A8-35**

As discussed in Section 2.5 of the Final EIS/TEIR, the BIA's Preferred Alternative is identified as Alternative B. San Diego County's willingness to enter into an MSA with the Tribe for compensation for fire and emergency services provided to the Reservation should Alternative C or D be chosen as the proposed project is noted.

As described in Sections 2.2.3 and 2.2.4 of the EIS/TEIR, respectively, Alternatives C and D would be constructed in accordance with the International Building Code. Sections 4.9.3 and 4.9.4 have been revised to specify that all construction associated with Alternative C and D would be done in accordance with the applicable fire protection criteria of the International Building Code.

Sections 4.9.3 and 4.9.4 acknowledge that Alternatives C and D would increase the number of visitors in the area, which would result in the need for increased fire protection and emergency medical services. Primary fire service to the Reservation is currently and will continue to be provided by the California Department of Forestry and Fire Protection (CDF) Warner Springs Station, located approximately 10 miles from the Reservation, through an existing agreement with the BIA. The Sunshine Summit Volunteers would continue to provide secondary service to the Reservation, and as such would experience a smaller increase in demand from the Reservation than the Warner Springs Station. As described in Sections 2.2.3 and 2.2.4, respectively, the Tribe is willing to provide appropriate compensation for services provided by San Diego County to Alternative C or D, should either of those alternatives be selected in lieu of Alternatives A and B. Sections 4.9.3, 4.9.4, and 5.9 have been revised to specify that the Tribe would also provide compensation to San Diego County for fire services provided. Services eligible for compensation would include the increased use of appropriate apparatuses and trained personnel in relation to the construction and operation of Alternative C or D.

Mitigation has been added to Section 5.9 to ensure that the technical report regarding fire service recommended by the commenter be conducted prior to the operation of either Alternative C or D and that recommendations of the report be incorporated into the project design and serve as the basis for determining the appropriate level of compensation to San Diego County. Sections 4.9.3 and 4.9.4 have been revised to include a discussion of the technical report added as mitigation.

### **Response to Comment A8-36**

Please refer to **Response to Comment A8-35** regarding the acknowledgement within the EIS/TEIR that Alternatives C and D would increase the number of visitors in the area, which would result in the need for increased fire protection and emergency medical services and the addition of mitigation to Section 5.9.

### **Response to Comment A8-37**

As described in Sections 2.2.3 and 2.2.4 of the EIS/TEIR, respectively, Alternatives C and D would be constructed in accordance with the International Building Code. Sections 4.9.3 and 4.9.4 have been revised to specify that all construction associated with Alternative C and D would be done in accordance with the applicable fire prevention criteria of the International Building Code. Please refer to **Response to Comment A8-35** regarding additional mitigation that has been added to Section 5.9.

### **Response to Comment A8-38**

As described in Sections 2.2.3 and 2.2.4 of the EIS/TEIR, respectively, Alternatives C and D would be constructed in accordance with the International Building Code. Please refer to **Response to Comment A8-35** regarding additional mitigation that has been added to Section 5.9.

The distance to the CDF Warner Springs Station has been revised in Section 3.9.6; however, an estimated response time of 10 minutes, provided by Captain Johnson of the CDF, was already included in the section. The distance and response time provided by the commenter for the Sunshine Summit Volunteers has been added to Section 3.9.6 of the EIS/TEIR.

### **Response to Comment A8-39**

As described in Sections 2.2.3 and 2.2.4 of the EIS/TEIR, respectively, Alternatives C and D would be constructed in accordance with the International Building Codes, which includes criteria for fire prevention. Please refer to **Response to Comment A8-35** regarding the mitigation that has been added to Section 5.9.

Please refer to the discussion of fire flow requirements for Alternatives C and D within Sections 2.2.3 and 2.2.4, respectively.

### **Response to Comment A8-40**

Please refer to **Response to Comment A8-35** regarding the mitigation that has been added to Section 5.9. It should be noted that, as described in Section 3.9.6, Mercy Air provides emergency air transport which would shorten travel time to the Palomar Medical Center.

### **Response to Comment A8-41**

As noted on the EIS/TEIR Checklists for Alternatives C and D included within Appendix C of the EIS/TEIR, construction of these alternatives would not involve changes to the existing environment which due to their location or nature, could result in conversion of off-Reservation farmland to non-agricultural use. Sections 4.8.3 and 4.8.4 have been revised to include a brief discussion of impacts to off-site agricultural resources from Alternatives C and D.

### **Response to Comment A8-42**

As described in Section 4.8.3 of the EIS/TEIR, sites receiving a total score of less than 160 on the Farmland Conversion Impact Rating (FCIR) form need not be given further consideration for protection and no additional sites need to be evaluated (7 CFR §658.4). As indicated on the FCIR form included as Appendix I of the EIS/TEIR, the Los Coyotes site has a combined land evaluation and site assessment score of 108; therefore, no additional sites need to be evaluated as suggested by the commenter. Further the site is located on tribal trust land and has not historically been used for agricultural purposes by the Tribe.

### **Response to Comment A8-43**

The commenter stated that additional information is required to determine if off-site noise impacts would occur and if impacts occurred would they be significant when compared to the County's Noise Element standards. The project site is located on tribal trust land and is therefore not under the jurisdiction of the County or subject to the County's General Plan Noise Element. Federal significance criteria are provided

in Section 4.10, Table 4.10-1 of the EIS/TEIR. Noise impact analysis for Alternatives C and D has been updated in Sections 4.10.3 and 4.10.4 of the Final EIS/TEIR to include the location of noise sensitive receptors on Camino San Ignacio Road, identification of noise sensitive receptors, quantification of increased noise due to traffic, and comparison of the increase ambient noise level to appropriate noise standards. It was determined that the increase in ambient noise level due to increased traffic along Camino San Ignacio Road would not exceed the applicable noise standards; therefore, no new impacts were identified. Refer to **Response to Comment A8-31** regarding widening of San Ignacio Road.

### **Response to Comment A8-44**

As described in Sections 4.9.3 and 4.9.4 of the EIS/TEIR, waste from the construction of Alternatives C and D that cannot be recycled would most likely be disposed of at the Ramona Landfill, which accepts construction/demolition materials. As described in Section 5.3 of the EIS/TEIR, a Solid Waste Management Plan (SWMP) shall be adopted by the Tribe that addresses recycling and solid waste reduction on-site. The plan shall have at least a 50 percent diversion goal, which includes reduction, recycling, and reuse measures. References to this mitigation have been added to the appropriate sections in Section 4.9.

### **Response to Comment A8-45**

As described in Section 3.11.2, AES reviewed an updated database report for the Los Coyotes site in April 2006 and again in February 2009. Correspondence with the Tribe and review of the 2009 report did not identify any new concerns regarding hazardous materials that would prompt another survey of the site.

### **Response to Comment A8-46**

The cumulative analysis of Alternative C has been clarified to note that only projects within San Diego County's jurisdiction would be required to comply with San Diego County ordinances while projects outside of the County's jurisdiction would be subject to federal and/or state regulations. Federal environmental regulations are intended to protect national environmental resources from actions involving federal oversight. Although the commenter believes federal regulations are less restrictive than State and local law, the Tribe is a sovereign government that has the authority to determine the appropriate environmental protections for land over which it exercises jurisdiction including the project site for Alternatives C and D. With the incorporation of mitigation included within Section 5.0 of the EIS/TEIR and compliance with applicable federal and tribal regulations, Alternatives C and D would not result in adverse cumulative effects.

### **Response to Comment A8-47**

San Diego County's concerns regarding the development of Alternatives C and D are noted and have been taken into consideration by the BIA in its selection of the Preferred Alternative. As discussed in Section 2.5 of the Final EIS/TEIR, BIA's Preferred Alternative is identified as Alternative B, which is located in San Bernardino County. The need for further environmental review of Alternatives C and D is addressed within the previous responses to the commenter's detailed comments.

San Diego County's willingness to enter into an MSA with the Tribe for compensation of services provided to the Reservation should Alternative C or D be chosen as the proposed project is noted. As described in Section 2.2.3 and 2.2.4, the Tribe is willing to provide appropriate compensation for services provided by San Diego County to Alternative C or D.

## **COMMENT LETTER A9: COUNTY OF SAN BERNARDINO**

### **Response to Comment A9-1**

The commenter states that the County of San Bernardino does not have jurisdiction over the Tribe's trust lands, nor the sites proposed for Alternatives A and B which are located in the incorporated area of the City of Barstow. Therefore, the commenter states, comments will be based on resources usage, traffic impacts and environmental impacts within the County's unincorporated areas relating to Alternatives A and B. The commenter accurately summarizes the zoning designation for the proposed projects as determined by the City of Barstow. The commenter also accurately describes the land use and development plans, water resources, and MSA with the City of Barstow. Refer to Section 3.8 of the Draft EIS/TEIR for additional information regarding land use and zoning, and Section 4.8 of the Draft EIS/TEIR regarding the Municipal Services Agreement.

### **Response to Comment A9-2**

The portions of Lenwood Road and Main Street analyzed in the TIA (Appendix H of the Draft EIS/TEIR) are located within the City of Barstow. The TIA accurately identifies Lenwood Road and Main Street as a Major Highway, as identified on the City of Barstow Circulation Plan, December 1996 and County of San Bernardino Circulation Plan, December 2005. As stated in the TIA, the proposed drive-in restaurant would be similar in nature to a Sonic Drive-In. This type of eatery operates differently than a typical fast food restaurant. The drive-in spaces provided serve as indoor tables in effect, since patrons drive into the canopy space and remain in their automobiles while ordering and eating their meal. Therefore, the ITE trip generation rate for "high-turnover (sit-down) restaurant" is most appropriate and was used to determine the number of trips generated by the restaurant. The section of Lenwood Road between Main Street and SR 58 was not analyzed because only 5 percent of project-related traffic is forecasted to use this roadway, which equates to 300 Weekday ADT and 460 Weekend ADT. The project adds only 5 percent because the majority of project-related traffic will be oriented to/from the freeway. The existing volumes on this portion of Lenwood Road are about 3,000 ADT which equates to LOS A operations. The addition of project-related traffic will result in continued LOS A operations. Therefore, no significant impact would occur and mitigation is not warranted.

### **Response to Comment A9-3**

The commenter states that although the project is within the Barstow Fire Protection District (BFPD) service area boundaries, if a significant event were to occur, BFPD would rely on mutual aid from the San Bernardino County Fire Department and would request resources, staffing and equipment to respond to the incident. The commenter relays the San Bernardino County Fire Department's recommendations of upgrading staff at Station 53 and Station 4, and contributing to the vehicle replacement fund at both stations to better prepare for mutual aid calls from BFPD. As stated in Section 3.9.6, the BFPD currently

has Automatic and Mutual Aid Agreements with San Bernardino County Fire as well as Marine Base Fire, Fort Irwin Fire, and with volunteer departments in Daggett, Yermo, and Newberry. These existing Automatic and Mutual Aid Agreements are adequate to address any potential increase in demand for emergency and fire services. Please refer to Section 3.9.6 of the Draft EIS/TEIR for additional information regarding fire protection and emergency services.

#### **Response to Comment A9-4**

The provisions of SB610 concerning the preparation of Urban Water Management Plans and associated water supply assessments and the State of California Model Water Efficient Landscape Ordinance do not apply to federal actions, and accordingly do not apply to either Alternative A or B. A complete analysis of potential effects on the Golden State Water Company is provided in Section 4.9 of the EIS/TEIR. As concluded therein, Alternatives A and B would not result in adverse effects to municipal water supply systems.

#### **Response to Comment A9-5**

The commenter stated that Alternative B would result in fewer impacts than Alternative A in the following categories: topography and landslides, expansive soils, soil corrosivity, seismicity, liquefaction, lateral spreading, seismically induced flooding, agriculture, existing land uses, mineral resources, traffic congestion, mobile air emissions and traffic related noise. The commenter states that Alternative B would demand 34 percent less water than Alternative A and therefore would result in less of an impact to water resources and wastewater treatment. The commenter expresses their belief that Alternative B will have less cumulative impacts than Alternative A. The commenter reiterates the fact that the County of San Bernardino does not have jurisdiction over the proposed project sites. Comments noted.

### **COMMENT LETTER A10: CITY OF BARSTOW**

#### **Response to Comment A10-1**

The commenter states that the City of Barstow limited its review to Alternatives A and B since Alternatives C and D are outside the City's geographic area of influence. The commenter references the Draft EIS/TEIR in stating that Alternative B would not result in any potentially significant adverse environmental impacts that cannot be reduced to below a level of significance. The commenter expresses their opinion that the distinction between Alternatives A and B is relatively minor. The commenter notes that while Alternative A would require greater traffic mitigation and infrastructure needs, the impacts can be reduced to below levels of environmental significance. Comments noted.

#### **Response to Comment A10-2**

The commenter states that there is a flaw in the trip generation rate and details of this flaw are provided in later comments. The commenter states the proposed project has changed over the last five years and the current size of the project has greatly reduced potential physical effects, including traffic. The trip generation rate is discussed in **Response to Comment A10-19**.

### **Response to Comment A10-3**

Comment Noted. The MSA between the City of Barstow and the Tribe was described in Section 2.0 and included as Appendix D of the EIS/TEIR.

### **Response to Comment A10-4**

Please refer to Section 1.3 of the EIS/TEIR for an overview of the environmental process including project specific milestones.

### **Response to Comment A10-5**

The BIA NEPA Handbook does not require the use of alpha/numeric identifiers for mitigation measures. Mitigation measures within the Mitigation Monitoring and Enforcement plan (MMEP) are clearly listed by issue area, similar to Section 5.0 of the EIS/TEIR.

### **Response to Comment A10-6**

The commenter requests that Table ES-1 clearly indicate the residual level of impact for all impacts requiring mitigation. Table ES-1 has since been updated to incorporate the residual level of impact following mitigation measures. Refer to the Executive Summary in the Final EIS/TEIR.

### **Response to Comment A10-7**

Comment Noted. The scoping process for the EIS/TEIR is summarized in Section 1.0 of the EIS/TEIR.

### **Response to Comment A10-8**

The scope of the commenter's review is noted.

### **Response to Comment A10-9**

The commenter states that Section 2.4 of the EIS/TEIR should indicate impacts considered less than significant without mitigation, significant impacts that can be reduced to less than significant levels through mitigation measures, and unavoidable impacts for each alternative. Impacts and recommended mitigation measures are described in detail in Chapter 4.0, Environmental Consequences, and Table ES-1 of the EIS/TEIR. Additional discussion in Section 2.4 is not warranted.

### **Response to Comment A10-10**

NEPA does not require that a preferred alternative be identified in a Draft EIS/TEIR. The BIA's Preferred Alternative is described in Section 2.5 of Volume II of the Final EIS/TEIR.

### **Response to Comment A10-11**

The locations of potential easements for infrastructure service lines are described in Chapter 2.0 and Sections 3.9 and 4.9 of the EIS/TEIR. The potential effects from installation of the off-site infrastructure

service lines are discussed in Section 4.14.1 of the EIS/TEIR and effects from installation of utilities within the project site are analyzed under each issue are in Chapter 4.0 of the EIS/TEIR. Specific plans for utility easements have not been developed at this stage in the project planning process. As described in Section 2.2.1 of the EIS/TEIR, the Tribe will contract with the City to provide planning, building and safety, fire prevention, and public works personnel to review construction plans and inspect construction of improvements on or off the Trust lands, including the installation of infrastructure service lines. An illustration of the potential easements is not necessary to analyze potential impacts of the infrastructure service lines.

### **Response to Comment A10-12**

Comment noted.

### **Response to Comment A10-13**

Comment noted.

### **Response to Comment A10-14**

As described within Section 4.12, development of Alternative A and B would generally conform to the guidelines contained in the Lenwood Specific Plan (LSP), as required by the MSA. Adherence to the design guidelines contained in the LSP as required by the MSA would reduce the project's aesthetic effects to less than significant. An architectural rendering is provided as Figure 2-7 within the EIS/TEIR. The ultimate design of the chosen alternative is subject to change within the confines of the guidelines as well as any recommended mitigations within the EIS/TEIR. Furthermore, in accordance with the MSA the Tribe will contract with the City to provide planning, building and safety, fire prevention, and public works personnel to review construction plans, providing the City an opportunity to ensure that the chosen alternative is in compliance with the LSP.

### **Response to Comment A10-15**

The commenter states that the air quality analysis does not compare project-related emissions to those that would be generated by previously assumed "Transportation Related Commercial" land uses designated within the LSP.

As discussed in Section 3.8.1 of the Draft EIS/TEIR, the project site is designated as "Visitor-Serving Commercial" within the Barstow General Plan, and as "Commercial-Recreational/Transition" within the LSP. The LSP does not provide parameters for the intensity of land uses within the Commercial-Recreational/Transition designation. As noted in Section 4.8.1 of the Draft EIS/TEIR, the commercial and recreational character of Alternatives A and B would be generally consistent with the land uses envisioned for the project site within the LSP. Because there are no development plans for the project site other than those evaluated within the EIS/TEIR, it is unknown what the level and intensity of uses would ultimately be under the existing land use designation. Therefore, a comparison of emissions under the Proposed Project to those that would occur under the LSP build-out condition would be speculative.

Section 4.8 of the Final EIS/TEIR provides an expanded discussion of potential effects resulting from the project alternatives associated with land use planning.

### **Response to Comment A10-16**

Please refer to **Response to Comment A9-4** concerning the applicability of SB 610 and the need to prepare a Water Supply Assessment.

### **Response to Comment A10-17**

The commenter expresses their opinion that Section 4.6 appears complete. Comment noted.

### **Response to Comment A10-18**

Please see **Response to Comment A10-11** regarding an illustration of the existing and proposed utilities. The stormwater collection system for each alternative is discussed within the Grading and Drainage section within each alternative's project description in Section 2.0 of the EIS/TEIR. In addition, the Drainage and Water Quality Analysis for Alternatives A and B is included as Appendix E of the EIS/TEIR.

### **Response to Comment A10-19**

The terminology in the EIS/TEIR has been revised as suggested to categorize the trip reduction as "diverted link" rather than "pass-by". This is the proper term given that trips are assumed to exit the Lenwood Road interchange from I-15 to reach the project site. The TIA is conservative in using 40 percent diverted link trips for the casino and 20 percent for the restaurant as opposed to the recommended 40 percent diverted link reduction for all land uses. Thus, no change to the trip generation volumes is warranted.

### **Response to Comment A10-20**

In response to this comment, additional analysis has been conducted to analyze the 2:00 PM to 4:00 PM Sunday peak hour condition. This time period was selected based on previous traffic analyses conducted in the area identifying this hour as the peak period for Sunday area traffic. Section 4.7, Section 4.13 and Appendix Q of the Final EIS/TEIR provides the Sunday PM peak hour analysis for study area intersections. As noted in Appendix Q of the Final EIS/TEIR, all intersections in the study area would continue to operate at an acceptable LOS with mitigation. No new significant effects were identified.

### **Response to Comment A10-21**

As stated in Section 4.7 and 4.13 of the EIS/TEIR, all intersections within the study area would operate at an acceptable LOS with mitigation. Tables 13-1 and 13-2 within the TIA (Appendix H of the Draft EIS/TEIR) provide the LOS after mitigation is implemented at the intersection of Lenwood Road and the Project Access Driveway (LOS C).

### **Response to Comment A10-22**

Comment noted. See **Responses to Comments A10-19, A10-20, and A10-21**.

### **Response to Comment A10-23**

The commenter expresses their opinion that Section 4.13 appears complete. Comment noted.

### **Response to Comment A10-24**

A Mitigation Monitoring and Enforcement Plan (MMEP) is not required to be included in the Final EIS/TEIR by NEPA. The requirement within 40 CFR 1505.2(c), as referenced by the commenter, only pertains to the Record of Decision. A MMEP will be developed as required by NEPA and included as an attachment to the BIA's Record of Decision. Please refer to **Response to Comment A10-5** regarding the organization of the mitigation measures within the MMEP.

### **Response to Comment A10-25**

As discussed in **Section 2.2**, the Tribe would adopt building standards and codes no less stringent than the City. In addition, the Tribe would contract with the City to provide planning, building and safety, fire prevention, and public works personnel to review any and all construction plans and inspect construction of all improvements on or off the Trust lands. Because this is included as part of the MSA and within the project descriptions of Alternatives A and B, the commenter's suggested mitigation is not warranted. Furthermore, as discussed in **Response to Comment A10-24**, the MMEP is required under NEPA as part of the BIA's Record of Decision. A reference to specific local municipal codes is not required.

### **Response to Comment A10-26**

Please see **Response to Comment A10-25** and **Response to Comment A10-6** regarding relevant levels of significance for each issue area.

### **Response to Comment A10-27**

The commenter expresses their opinion that Sections 6.0 and 7.0 appear complete. The commenter expresses appreciation for the opportunity to review the Draft EIS/TEIR and requests that a copy of the Final EIS/TEIR be sent to the City of Barstow once it is released to the public. Comments noted.

## **COMMENT LETTER A11: DEPARTMENT OF CALIFORNIA HIGHWAY PATROL**

### **Response to Comment A11-1**

As shown in Sections 4.7 and 4.13 of the Draft EIS/TEIR, the I-15 NB/SB off-ramps and Lenwood Road intersections were found to operate at an acceptable level of service with the project-related traffic, however, upon further analysis provided in Section 4.13 and Appendix Q of the Final EIS/TEIR, it was determined that the project's contribution to traffic queuing in the cumulative year 2035 at I-15 NB off-ramp may be considered an adverse effect (refer to **Response to Comment A5-2**). Additional mitigation measures have been provided in Section 5.7 of the Final EIS/TEIR, which include signs on I-15 south of

Outlet Center Drive that direct traffic to Outlet Center Drive and installation of signals at Outlet Center Drive. The Tribe would provide its fair share contribution to these mitigation measures when they are implemented.

### **Response to Comment A11-2**

Refer to **Response to Comment A8-4** regarding potential impacts associated with crime. Increased tax revenues resulting from the Proposed Project would fund expansion of law enforcement services required to accommodate planned growth. Further discussion has been provided in Section 4.9 of the Final EIS/TEIR to clarify that payments to the State under the Tribal-State compact would offset any increases in services demands.

## **COMMENT LETTER A12: CALIFORNIA DEPARTMENT OF FISH AND GAME**

### **Response to Comment A12-1**

Comment noted. While the CDFG comments were submitted outside of the NEPA comment period, the BIA is treating them as a late comment letter on the scope and adequacy of the EIS/TEIR. Detailed responses to CDFG's comments are provided below.

### **Response to Comment A12-2**

The CDFG stated that surveys would be required for the following species in order to determine if the construction and operation of the casino would impact these species: desert tortoise, Mohave ground squirrel, burrowing owl, sharp-shinned hawk, prairie falcon, ferruginous hawk, Cooper's hawk, LeConte's thrasher, desert kit fox, and Mohave monkeyflower.

As stated in the biological resources section on page 3.4-6 of the Final EIS/TEIR, special-status species that are formally listed by the state and/or recognized by state agencies, CNPS, or other local jurisdictions because of their rarity or vulnerability to habitat loss or population decline generally receive no specific protection on tribal lands taken into trust by the federal government. Federally recognized Tribes are regarded as independent and sovereign nations. While Tribes have no formal obligation to protect or preserve special-status species other than those that are federally listed, because the Barstow site is not currently federal trust land, potential impacts to state listed species are discussed in Section 4.4 and mitigation to reduce potential effects to state listed species is recommended in Section 5.0.

As stated on page 3.4-5, a list of regionally occurring special-status species reported in the scientific database queries was compiled for the project site and is presented in Appendix F of the Draft EIS/TEIR and Appendix S of this Final EIS/TEIR. State and CNPS listed species with the potential to occur within the project site are described in Table 3.4-1, and federal listed species are described in Table 3.4-2 of the Final EIS/TEIR.

### ***Desert tortoise***

Protocol level surveys were conducted for desert tortoise. Mitigation measures are identified in Section 5.4 of the Final EIS/TEIR to avoid or minimize potential impacts to this species. In a letter dated July 6, 2012, the USFWS Ventura Office concurred with the BIA's finding that the Proposed Action is not likely to adversely affect desert tortoise with the implementation of the mitigation measures recommended within the Final EIS/TEIR and Biological Assessment included as Appendix T.

### ***Mohave ground squirrel***

As stated on page 3.4-10 of the Final EIS/TEIR, the state threatened Mojave ground squirrel is the only state-listed mammal species that is reported to occur within five miles of the project site that has potential to occur on-site. Mohave ground squirrel was not observed during the May 3 and 4, 2006 and March 29 and 30, 2012 field assessments, which were conducted during the appropriate identification period for this species. As stated on page 4.4-2 of the Final EIS/TEIR, while this species has been known to occur on the edge of human development near Barstow, this species typically occurs within habitats that have minimal human activity. Development of Alternative A would reduce the amount of undisturbed habitat available to this species. However, abundant undisturbed habitat exists to the south and to the east of the Barstow site. As such, development of the Proposed Action would not result in significant adverse effects on the Mojave ground squirrel.

### ***Special Status Birds***

All birds present in the vicinity of the project site were noted during the biological surveys conducted during the field assessments on May 3 and 4, 2006 and March 29 and 30, 2012. As specifically stated within Section 3.4 of the Final EIS/TEIR, no western burrowing owl, prairie falcon, or LeConte's thrasher was observed during the field assessments. Although ferruginous hawk and sharp-shinned hawk are not specifically discussed as they are not federal or state listed species, they were not observed during the field assessments. Further, all of these species are protected under the MBTA, and would be identified during the preconstruction bird surveys should construction activities commence during the nesting season. Mitigation measures in Section 5.4.4 of the Final EIS/TEIR fully address impacts to migratory nesting birds.

### ***Desert kit fox***

Desert kit fox was not identified on the CDFW list generated for the project site and surrounding quads. Therefore, the project site is not located within the known geographic range for the desert kit fox. There are no CNDDDB records for desert kit fox within five miles of the project site. It should be noted that no desert kit fox, dens, or other sign was observed during biological surveys of the site conducted in May 2006 and March 2012.

### ***Mohave monkey flower***

Mojave monkey flower has the potential to occur within the project site. As discussed in Section 3.4 of the Final EIS/TEIR, this species was not observed during the field assessment on May 3 and 4, 2006, which was conducted during the blooming season. Therefore this species does not occur within the site.

### Response to Comment A12-3

Table 2-2 in Section 2.2.1 of the Final EIS/TEIR presents the average water demand for the Proposed Project as 225.6 acre-feet per year (ac-ft/yr). In accordance with the Municipal Services Agreement between the City and the Tribe, water service would be provided by the Golden State Water Company (GSWC) and therefore development of the Proposed Project would not require the use of on-site groundwater resources. GSWC obtains its water supplies from 23 groundwater supply wells within the Mojave River Groundwater Basin (Basin). In accordance with a 1996 judgment in the case *City of Barstow, et al. vs. City of Adelanto, et al.*, the Mojave Water Agency (MWA) was appointed as the Watermaster to monitor and verify water use, collect water assessments, conduct studies, prepare annual report of findings and activities, and record water transfers and changes of ownerships in groundwater rights within the Basin. The 1996 judgment established physical solutions to correct historical overdraft within the Basin to allow producers, including the GSWC, to pump as much groundwater as needed while simultaneously protecting the Basin. Within the 1996 judgment, a Base Annual Production (BAP) groundwater right of 14,407 acre feet per year (ac-ft/yr) was established for the GSWC based on historical production during the period of 1986 through 1990. The 1996 judgment also established a Free Production Allowance (FPA) for producers including the GSWC, which is a percentage of each producer's BAP within the Basin for each year. Any groundwater production above the FPA incurs a replenishment assessment which provides revenue to fund the importation of surface water supplies to replenish the Basin equivalent to the production in excess of the FPA. For the planning period of 2010 through 2035, GSWC's FPA is projected to be 80 percent of the BAP or 11,526 ac-ft/yr<sup>2</sup>. The GSWC has a projected water demand through 2030 of 11,685 ac-ft/year, including an increase in commercial water use of approximately 1,000 ac-ft/yr compared to 2010 commercial water use rates. Accordingly, GSWC anticipates the need to offset 159 ac-ft/yr of production in 2030 in accordance with the 1996 judgment. Therefore, the average water demand of the Proposed Project of 225.6 ac-ft/yr would be incorporated into the Basin planning considerations and would not result in adverse impacts to the Basin or impair the implementation of the goals of the 1996 judgment to repair historical overdraft conditions in the Basin.

## 3.3 RESPONSES TO WRITTEN TRIBAL GOVERNMENT COMMENTS

### COMMENT LETTER T1: LONE PINE PAIUTE-SHOSHONE RESERVATION

#### Response to Comment T1-1

Refer to **General Response 1** regarding comments that do not raise substantive environmental issues and **General Response 3** for a discussion of factors that will be considered by the BIA in its decision on the Proposed Action. The purpose of the EIS/TEIR is to evaluate potential environmental effects, not to assess which contemporary Native people maintain ancestral, historical or a modern connection to the proposed project location alternatives.

<sup>2</sup> Golden State Water Company, 2011. Final Report, 2010 Urban Water Management Plan – Barstow. Available online at: [http://www.gswater.com/barstow/files/2012/12/Barstow\\_2010UWMP\\_000.pdf](http://www.gswater.com/barstow/files/2012/12/Barstow_2010UWMP_000.pdf) Accessed January 16, 2013.

## **COMMENT LETTER T2: LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS**

### **Response to Comment T2-1**

The commenter's summary of the background and potential benefits of the Proposed Project is noted.

### **Response to Comment T2-2**

This Final EIS/TEIR has been prepared according to the requirements of NEPA, which states that “the lead agency shall consider and respond to all substantive comments received on the Draft EIS/TEIR (*or summaries thereof where the response has been exceptionally voluminous*).” Therefore, all comments received by the BIA have been included within this Final EIS/TEIR, including all of those received during the public hearing on July 27, 2011 referred to by the commenter. Please see **Section 3.5**, below, for the responses to verbal comments provided during the public hearing.

### **Response to Comment T2-3**

Comment noted. As described in **Response to Comment T2-2**, all comments received by the BIA have been included within this Final EIS/TEIR, including those by the Picayune Rancheria of Chuckchansi Indians and the Chemehuevi Indian Tribe. The BIA has responded to all comments received according to the requirements of NEPA. Please refer to **General Response 1**.

### **Response to Comment T2-4**

The Tribe's information regarding the existing campground and Eagle Rock Training Center is noted.

### **Response to Comment T2-5**

The commenter references page i in the EIS/TEIR and claims that the statement suggesting the Tribe's compact will “mandate the location within the Tribe's Reservation at which the Tribe may operate a Class III gaming facility...” is inaccurate. The commenter recommends that this statement be revised to state that the compact will specify the location at which the Tribe may operate a Class III gaming facility. This statement has been revised in the Final EIS/TEIR to reflect the commenter's recommendation.

### **Response to Comment T2-6**

The text for Alternative A, under subheading “Federally Listed Species” of the Biological Resources section in the summary matrix in Section ES.5 of the EIS/TEIR, discussing potential impacts to the desert tortoise, has been clarified as suggested by the commenter.

### **Response to Comment T2-7**

Comment noted. Table ES-1 of the Final EIS/TEIR has been revised to reference Section 13 of the MSA as mitigation for potential impacts associated property taxes under Alternatives A and B. Additionally, Section 4.13 of the Final EIS/TEIR has been revised to clarify that cumulative socioeconomic effects under Alternatives A and B would be reduced to less than significant with the implementation of mitigation measures.

### **Response to Comment T2-8**

The commenter states that under the heading “Indirect Effects,” subheading “Cultural Resources” of Table ES-1, the phrase “would result in minimal indirect effects” should be deleted from the listed mitigation measure. This statement has been revised in the Final EIS/TEIR to reflect the commenter’s suggestion.

### **Response to Comment T2-9**

The commenter recommends that the language in Section 1.1 be changed from “all gaming and development and management contracts” to say that “National Indian Gaming Commission (NIGC) reviews and approves all gaming management contracts.” The commenter also suggests that the language in Section 1.1.1 regarding the Tribe’s compact be revised to state that the “compact will specify the location at which the Tribe may operate a Class III gaming facility.” The language in both sections has been revised in the Final EIS/TEIR to reflect the commenter’s recommendations.

### **Response to Comment T2-10**

The commenter claims that an inconsistency exists between Table 2-3 and the text in Section 2.2.2 regarding the number of service bars. The text within Section 2.2.2 has been corrected in the Final EIS/TEIR to show that there would be three service bars.

### **Response to Comment T2-11**

Comment Noted. Section 3.6.1 of the Draft EIS/TEIR has been revised accordingly.

### **Response to Comment T2-12**

The commenter states that it is unclear why the runoff rate would be greater for Alternative B than Alternative A, while less conveyance and detention capacity would be required for Alternative B compared to Alternative A. Section 4.2.1 of the Final EIS/TEIR has been clarified to explain that the runoff rate is higher for Alternative B because it requires more surface parking, which allows for fewer landscaped areas compared to Alternative A. Section 2 of the Final EIS/TEIR has been clarified to explain that Alternative B would require a slightly larger capacity for conveyance and storage due to higher run-off rates from the additional surface parking.

### **Response to Comment T2-13**

The commenter notes that the EIS/TEIR should provide an explanation of why the analysis of Alternatives C and D does not include an evaluation of PM<sub>10</sub> emissions. PM<sub>10</sub> emissions from Alternatives C and D are quantified and presented in Appendix L of the Draft EIS/TEIR; however, because San Diego County is unclassified for PM<sub>10</sub>, emissions are not of special concern. Section 3.3.1 and Section 4.8.1 of the Final EIS/TEIR have been clarified to state that PM<sub>10</sub> is not of special concern in the San Diego Air Basin.

### **Response to Comment T2-14**

The commenter references Section 4.6.1 and recommends that the second sentence under the heading Operation include the word “patrons”. This sentence has been revised in the Final EIS/TEIR to reflect the commenter’s recommendation.

### **Response to Comment T2-15**

The commenter questions the accuracy of the estimate that approximately 167 employees would be anticipated to relocate to San Bernardino County as a result of Alternative A and asks where the justification for this number can be located. Section 4.6 of the EIS/TEIR has been revised to clarify that it is not anticipated that a significant number of employees would relocate to the area to accept a position at the project site. Accordingly, the potential impact to Barstow schools would be less than that originally described in the Draft EIS/TEIR and would still be considered less than significant.

### **Response to Comment T2-16**

The commenter requests that the comparison of potential substitution effects under Alternatives A and C be revised for clarity. The description of the substitution effect under Alternative C has been revised in the Final EIS/TEIR to clarify that the overall amount of the project’s revenue derived through substitution is significantly less under Alternative C than it is under Alternative A.

### **Response to Comment T2-17**

The commenter references Section 4.6.4 regarding Alternative D, and requests that the sentence “...instead of a casino and hotel” be revised to eliminate mention of a hotel. This sentence has since been revised in the Final EIS/TEIR to reflect the commenter’s suggestion.

### **Response to Comment T2-18**

Comment noted. The discussion of substitution effects resulting from Alternative D and references to Table 4.6-6 have been clarified and corrected within Section 4.6.4 of the Final EIS/TEIR.

### **Response to Comment T2-19**

Comment noted. References to Section 7 of the Tribe’s MSA have since been added to these Section 4.9.1 and Section 4.9.2 of the Final EIS/TEIR regarding payments for upgrades sewer infrastructure. Additionally, Section 4.9.2 of the Final EIS/TEIR has since been revised to reference the Tribe’s commitment within the MSA to pay one half of the actual costs of training fire personnel if the hotel/casino structure exceeds four stories, and to dedicate or arrange for dedication of two acres of non-federal land near the project site for fire or police station use.

### **Response to Comment T2-20**

Comment noted. Section 4.9.3 within the Final EIS/TEIR has since been revised.

### **Response to Comment T2-21**

The commenter states that Section 4.13 does a thorough job analyzing the potential cumulative impacts that could result from implementation of the alternatives. The commenter also accurately defines cumulative impacts. Comments noted.

### **Response to Comment T2-22**

Comment noted. The discussion of cumulative land use effects and cumulative effects association with fire protection services within Section 4.13.2 of the Final EIS/TEIR has since been revised to include additional references to the MSA.

### **Response to Comment T2-23**

Comment noted. Refer to **Response to Comment A8-18** and revisions to the climate change analysis provided in Section 4.13 of the Final EIS/TEIR. The revised and updated analysis reflects that GHG emissions under Alternative B would be substantially reduced when compared to Alternative A.

### **Response to Comment T2-24**

Comment noted. The discussion of cumulative land use effects within Section 4.13.3 of the Final EIS/TEIR has been revised to include additional references to the MSA. The commenter recommends that the discussion, under the “Land Use” heading in Section 4.13.3, mention the MSA and the Tribe’s commitment to develop tribal projects on the trust land in a manner that is consistent with the Barstow Municipal Code. The Land Use discussion in Section 4.13.3 has been revised to reflect the commenter’s recommendation.

### **Response to Comment T2-25**

Comment noted. The terminology used within in Section 4.13.4 of the Final EIS/TEIR has been revised for consistency.

### **Response to Comment T2-26**

Comment Noted. The Tribe subsequently provided information on the potentially cumulatively considerable actions within the Reservation. The cumulative effects analysis of Alternatives C and D, Sections 4.13.4 and 4.13.5 of the Final EIS/TEIR respectively, have been revised as appropriate to incorporate the information provided by the Tribe. All references to “Rancheria” have been corrected to state “Reservation.”

## **COMMENT LETTER T3: SAN MANUEL BAND OF MISSION INDIANS**

### **Response to Comment T3-1**

In response to this request, the commenter was emailed a copy of confidential Appendix N (Cultural Resource Appendix) on August 30, 2011.

## COMMENT LETTER T4: SAN MANUEL BAND OF MISSION INDIANS

### Response to Comment T4-1

The revision to the comments sent by the commenter on September 14, 2011 is noted. The revised letter is included as Comment Letter T4.

### Response to Comment T4-2

Refer to **General Response 3** for a discussion of factors that will be considered by the BIA in its decision on the Proposed Action. Potential effects to biological and cultural resources are fully evaluated within Sections 4.4 and 4.5 of the EIS/TEIR. The EIS/TEIR has been prepared in accordance with NEPA, and fulfills NEPA's intent to provide for informed federal decision making.

### Response to Comment T4-3

The purpose of the EIS/TEIR is not to assess which contemporary Native people maintain ancestral, historical or a modern connection to the project location alternatives. Refer to **General Response 3** for a discussion of factors that will be considered by the BIA in its decision on the Proposed Action. The purpose of the EIS/TEIR, consistent with NEPA, is to evaluate the existing cultural and historic setting of the project and the potential impacts on historic and cultural resources as a result of the project. These are fully discussed in Sections 3.5 and 4.5 of the EIS/TEIR based on a thorough review and analysis of relevant source materials. A revised discussion of the ethnographic section is included in Section 3.5 of the Final EIS/TEIR.

### Response to Comment T4-4

In response to the claim that the EIS/TEIR utilizes ethnographic information that is out of date and therefore, should not be considered 'complete': "Cultural Setting" is detailed in Section 3.5 of the EIS/TEIR. Within this section prehistory, ethnography and historic background sections are presented. This cultural setting information is intended only to establish a context for interpreting extant historical/prehistoric resources that could be subject to impacts from the development of the proposed project alternatives, and therefore was described based on readily available, standard reference materials. Section 3.5 is not intended to serve as a definitive treatise on Native American occupation of the proposed project locations or their respective vicinities; however it provides a sufficiently detailed description of Native American occupation of the proposed project locations which is based on peer reviewed primary reference materials that are generally accepted in the field. A revised discussion of the ethnographic section is included in Section 3.5 of the Final EIS/TEIR.

In response to the identification of previously unidentified archaeological resources: previously recorded archaeological resources located within ½ mile of the proposed project area alternatives are identified and described in confidential Appendix N. These data were acquired from a records search and literature review conducted at the San Bernardino Archaeological Information Center (SBIC). These data are collected in order to (1) determine whether known cultural resources had been recorded within or adjacent to the study area; (2) determine whether known resources have been reported in archaeological, ethnographic, and historical documents and literature; and (3) assess the likelihood of unrecorded cultural

resources based on the distribution of nearby archaeological sites in relation to their environmental setting. As described in Appendix N, the result of this research yielded among other datasets, the location of one previously recorded archaeological resource within ½ mile of the Barstow site. It is beyond the scope of the EIS/TEIR to examine previously recorded archaeological resources that are beyond ½ mile from the proposed project alternatives.

The previously documented archaeological resources which the commenter describes (i.e. Newberry Cave, Elephant Mountain and The Sidewinder Archaeological Quarry District) are within the Barstow area but are beyond the Barstow Site project vicinity and area of potential effects of the proposed project. As such, these resources are not addressed in the EIS/TEIR.

### **Response to Comment T4-5**

Comment noted. Additional discussion of potential cumulative effects to Mohave Desert tortoise has been provided in Section 4.13 of the Final EIS/TEIR.

### **Response to Comment T4-6**

Please refer to **General Response 1** and **General Response 3** for a discussion of factors that will be considered by the BIA in its decision on the Proposed Action.

## **COMMENT LETTER T5: PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIANS**

### **Response to Comment T5-1**

The scope of the commenter's review is noted.

### **Response to Comment T5-2**

The issues of whether the Tribe has historical ties to the Proposed Project location, is entitled to assert governmental jurisdiction over the Proposed Project location, or will violate the spirit and intent of IGRA by gaming on the Proposed Project location are beyond the scope of the EIS/TEIR, which is intended to analyze environmental impacts resulting from implementation of the proposed alternatives. Refer to **General Response 1** regarding comments that do not raise a substantive environmental issue and **General Response 3** for a discussion of factors that will be considered by the BIA in its decision on the Proposed Action.

As stated in the Purpose and Need section of the EIS/TEIR (Section 1.2), the purpose of the Proposed Action is to help provide for the economic development of the Tribe and stability and self-sufficiency of the tribal government, resulting in economic, social, and other benefits for the Tribe and its members. As described in Section 3.6.3 of the EIS/TEIR, of the 328 Los Coyotes tribal members, approximately 82 live on the Reservation. The majority of the remaining tribal members live in Southern California in San Diego, Riverside, and San Bernardino counties. The casino would employ tribal members, however, it is not expected that a substantial number would relocate to Barstow as many members already live within a commutable distance. In addition, the revenue generated by the Proposed Project would allow the Tribe to fund a variety of social, housing, governmental, administrative, educational, health and welfare

services to improve the quality of life of tribal members; and provide capital for other economic development and investment opportunities all of which would provide job opportunities for tribal members both on and off the Reservation. Therefore, the negative impacts to tribal members moving from the Reservation to pursue employment with the project predicted by the commenter are not expected to occur.

Regarding the claim that the approval of the proposed action would lead to other tribes seeking to develop gaming developments closer to favorable gaming environments and “leap-frogging” over historical tribal boundaries, NEPA requires the analysis of reasonably foreseeable effects. It does not require the consideration of remote, speculative, or worst case effects. The decision to take the Barstow parcel in trust and to allow gaming on it is governed by federal statutes and regulations, and concerns raised by the commenter about policy implications or legal precedent created by that decision are speculative. Similarly, the commenters claim that approval of the Proposed Action will contravene BIA’s mandate to approve and strengthen tribal governments and improve the quality of life for all Native Americans is a legal issue that is beyond the scope of the EIS/TEIR. Refer to **General Response 1** regarding comments that do not raise substantive environmental issues and **General Response 2** regarding what will be considered by the BIA in its decision on the Proposed Action.

Finally, the commenter claims that allowing the Tribe to proceed with the Proposed Project would result in detriment to existing tribal economic development. NEPA requires an analysis of socioeconomic impacts affecting the environment, and the potential impacts to nearby tribal gaming facilities and to Barstow and the surrounding area are fully analyzed in Section 4.6 of the EIS/TEIR. The analysis does not show any significant detrimental impacts; in fact the overall socioeconomic impacts are beneficial. While IGRA requires the Secretary, in making a Secretarial determination under 25 U.S.C. § 2719(b)(1)(A), to consider the economic impacts of proposed gaming facilities on surrounding communities, nothing in IGRA recognizes a right of nearby tribes to be free from economic competition. See **General Response 3** for a discussion of factors considered by the BIA in its decision on the Proposed Action.

### **Response to Comment T5-3**

The Draft EIS/TEIR review and comment period were conducted consistent with federal regulations and the BIA’s NEPA Handbook (59 IAM 3). The Notice of Availability (NOA) of the Draft EIS/TEIR for the Proposed Project was published by the USEPA in the Federal Register on July 1, 2011. The Draft EIS/TEIR was made available for a 75-day comment period that concluded on September 14, 2011. Separate consultations with Indian tribes will occur in accordance with Section 106 of the National Historic Preservation Act (NHPA) and the two-part determination process under 25 U.S.C. §2719.

### **Response to Comment T5-4**

The commenter does not specify in what way the project description is inadequate. Please refer to **General Response 1**. A complete discussion of the potential for growth-inducing effects was included in Section 4.14.2 of the EIS/TEIR.

### **Response to Comment T5-5**

Refer to **General Response 1** regarding comments that do not raise a substantive environmental issue and **General Response 3** for a discussion of factors that will be considered by the BIA in its decision on the Proposed Action.

It is unclear from this comment how any tribal trust assets actively managed by the BIA are endangered or threatened by any decision by the Secretary to take land into trust on behalf of the Los Coyotes Tribe. Refer to **Response to Comment T5-2** for a discussion of the purpose and need for the Proposed Action and the BIA's trust responsibility.

## **3.4 RESPONSE TO WRITTEN INDIVIDUAL COMMENTS**

### **COMMENT LETTER I1: SHIRLEY GRIEGO**

#### **Response to Comment I1-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

### **COMMENT LETTER I2: PAUL AND ELIZABETH AVILES**

#### **Response to Comment I2-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

### **COMMENT LETTER I3: CARMEN HERNANDEZ**

#### **Response to Comment I3-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

### **COMMENT LETTER I4: CONRADO CASTRO**

#### **Response to Comment I4-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER I5: ROBERT L. MCGINNIS**

**Response to Comment I5-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER I6: BEVERLY ROJAS**

**Response to Comment I6-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER I7: MARIE PETTIT**

**Response to Comment I7-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I8: REGINALD DILLINGHAM**

**Response to Comment I8-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I9: FRED STEARN**

**Response to Comment I9-1**

A hard copy of the Draft EIS/TEIR was available for review at The San Bernardino County Public Library – Barstow Branch and the San Diego County Public Library. An electronic copy of the Draft EIS/TEIR was available at <http://www.loscopyoteseis.com> and compact disks of the Draft EIS/TEIR were available free of charge, upon request. However, as stated in the Notice of Availability for the Draft EIS/TEIR, dated July 1, 2011, individual paper copies of the Draft EIS/TEIR would be provided upon payment of applicable printing expenses by the requestor for the number of copies requested. The commenter was contacted and elected not to receive a hardcopy of the document.

**COMMENT LETTER I10: PATRICIA J. MOSER MORRIS**

**Response to Comment I10-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the Tribe is reflected in Section 1.2 of the EIS/TEIR.

**COMMENT LETTER I11: LAURA MORACO**

**Response to Comment I11-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR. The commenter's statements regarding traffic, noise, public utilities, and biological resources are reflected in Sections 4.7, 4.10, 4.9, and 4.4 of the EIS/TEIR, respectively.

**COMMENT LETTER I12: DR. MICHAEL BURTON M.D.**

**Response to Comment I12-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The amount of jobs estimated for each of the alternatives is provided in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I13: BRENDA BURTON**

**Response to Comment I13-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER I14: HENRY ROBERTS**

**Response to Comment I14-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I15: DANIEL JENKINS**

**Response to Comment I15-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR. An analysis of potential effects on law enforcement and traffic is included in Sections 4.9 and 4.7. As described therein, in accordance with the Tribe's MSA the Tribe would make payments to the City to cover the costs of impacts associated with increased police services.

**COMMENT LETTER I16: PATRICIA RAMIREZ**

**Response to Comment I16-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER I17: TONY TITOLO**

**Response to Comment I17-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**, regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER I18: ROBERT L. BERKMAN**

**Response to Comment I18-1**

A hard copy of the Draft EIS/TEIR was available for review at The San Bernardino County Public Library – Barstow Branch and the San Diego County Public Library. An electronic copy of the Draft EIS/TEIR was available at <http://www.loscoyoteseis.com> and compact disks of the Draft EIS/TEIR were available free of charge upon request. However, as stated in the Notice of Availability for the Draft EIS/TEIR, dated July 1, 2011, individual paper copies of the Draft EIS/TEIR would be provided upon payment of applicable printing expenses by the requestor for the number of copies requested.

**COMMENT LETTER I19: TED STIMPFEL**

**Response to Comment I19-1**

At the commenter's request, the commenter was added to the distribution list.

**COMMENT LETTER I20: R.A. RASMUSSEN**

**Response to Comment I20-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER I21: DANNY R. SANCHEZ**

**Response to Comment I21-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER I22: LARRY P. SANCHEZ**

**Response to Comment I22-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER I23: VIOLA BASETTE**

**Response to Comment I23-1**

The commenter suggested several ideas for preservation and educational programs that could be implemented at the project site. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER I24: MARIO CASTELLANO**

**Response to Comment I24-1**

The commenter expressed opposition to Alternatives C and D which would be developed on the Tribe's Reservation. Impacts resulting from development of Alternatives C and D, including impacts to natural and biological resources, are evaluated in Section 4.0 of the EIS/TEIR. The commenter also expressed support for development of the Proposed Project in the City of Barstow. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**Response to Comment I24-2**

Comment noted. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and to the Tribe is reflected in Section 4.6 of the EIS/TEIR. The ethnographic setting is described in Section 3.5.1 of the EIS/TEIR.

**COMMENT LETTER I25: ANNETTE MARTINEZ**

**Response to Comment I25-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I26: EVELYN WILETTTS**

**Response to Comment I26-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I27: BRENNAN BAYNARD-SMITH**

**Response to Comment I27-1**

The commenter states that an increase in gambling will result in an increase in gangs, drugs, addiction, prostitution, and crime. Potential effects to socioeconomic conditions, including crime, are discussed in Section 4.6 of the EIS/TEIR. Refer to **Response to Comment A8-4** for additional information regarding potential impacts to crime.

**COMMENT LETTER I28: PONCIANO CASTELLANO**

**Response to Comment I28-1**

The commenter expressed support for the Proposed Project and opposition to development of the Tribe's Reservation. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the Tribe is reflected in Section 1.2 of the EIS/TEIR.

**COMMENT LETTER I29: ROBERT YAZZIL**

**Response to Comment I29-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER I30: BERNARD BESSEY**

**Response to Comment I30-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER I31: HARVEY J. WALKER**

**Response to Comment I31-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**.

**Response to Comment I31-2**

The commenter did not specify which portions of the EIS/TEIR are dated and in need of correction; therefore, no changes have been made in response to this comment. However, the EIS/TEIR has been updated and corrected as necessary to respond to other comments received. Please refer to the Final EIS/TEIR

**Response to Comment I31-3**

Access and egress to the project site is analyzed in Section 4.7 of the EIS/TEIR. The access and egress intersection at Lenwood Road and the project entrance would operate at an acceptable level of service with the implementation of mitigation under all alternatives. The proposed Caltrans interchange is not an approved or funded improvement and therefore, was not included in the traffic analysis. Refer to **Response to Comment A5-1 and A5-2** for additional information regarding the access and egress intersection at Lenwood Road.

**Response to Comment I31-4**

Existing public services and utilities are described in Section 3.9 of the EIS/TEIR. Effects to public services that would result from the development of Alternatives A and B are discussed in Section 4.9 of the EIS/TEIR. Indirect effects from the development of off-site infrastructure improvements are discussed in Section 4.14.1 of the EIS/TEIR. Please refer to these sections for a complete discussion of the expansion of public services to accommodate Alternatives A and B.

**Response to Comment I31-5**

The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I32: JOSEPH AND MARIE ASPREC**

**Response to Comment I32-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER I33: RAYLE J. GRIEGO**

**Response to Comment I33-1**

The commenter expressed support for the Proposed Project; however the commenter believes that the name of the casino should reflect the Native Americans it is helping. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER I34: ERNESTO SALAS**

**Response to Comment I34-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER I35: MARILYN SALAS**

**Response to Comment I35-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER I36: NANCY DITTMAN**

**Response to Comment I36-1**

The commenter's concern that the Proposed Project could potentially affect the water supply service to existing customers is addressed in Section 4.9 of the EIS/TEIR. As described therein, the Golden State Water Company (GSWC) has adequate supply and service can be provided to Alternatives A and B without affecting existing customers. Furthermore, Air Quality Mitigation Measure 32 (see Section 5.3 of the EIS/TEIR) requires that the Tribe use low-flow appliances where feasible, utilize non-potable water to the extent practicable, use drought resistant landscaping where practicable, and provide "Save Water" signs near water faucets throughout the development in compliance with Executive Order S-3-05/ AB 32 Greenhouse Gas Reduction Strategies.

### **COMMENT LETTER I37: ELIZABETH PISTONE**

#### **Response to Comment I37-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

### **COMMENT LETTER I38: HERMINIA M. JAMES**

#### **Response to Comment I38-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

### **COMMENT LETTER I39: SEAN ROACH**

#### **Response to Comment I39-1**

The commenter's support of Alternatives A and B is noted. As discussed in Section 2.5 of the Final EIS/TEIR the BIA's Preferred Alternative is identified as Alternative B.

Leases for Indian lands are generally subject to BIA review and approval under 25 CFR Part 162. The existing lease agreement referred to by the commenter has not been reviewed or approved by the BIA and is currently the subject of litigation. In February 2012 the Tribe obtained a judgment for eviction which requires ERTC to vacate the reservation; a federal lawsuit on the same issue is still pending. For that reason, at this time it is not clear whether the activities currently authorized under the lease would interfere with the construction of Alternative C or D at some point in the future. Should the judgment against ERTC remain in place, ERTC's activities under the lease clearly would cease and would not interfere with any on-reservation alternatives. However, in the event that the judgment would be reversed and ERTC would be allowed to remain on the reservation and Alternative C or D would be selected for development (which seems unlikely given that the BIA has selected Alternative B as the preferred Alternative – refer to Section 2.5 of the Final EIS/TEIR), the selected alternative could be implemented in a manner that would not conflict with the continuation of ERTC's operations under the existing lease terms. Therefore, contrary to the commenter's concerns, the possible construction and operation of Alternative C or D would not infringe on ERTC's operations on the Reservation, should there be any in the future. Because Alternatives C and D would not affect ERTC's ability to conduct training operations on the Reservation, the impacts to the Tribe's economy, unemployment, or law enforcement services suggested by the commenter would not be expected to occur.

### **COMMENT LETTER I40: CHERYL SCHMIT**

#### **Response to Comment I40-1**

Comment noted. Once the comment period for the Draft EIS/TEIR has ended any additional comments will be accepted and entered into the administrative record; however, the lead agency is not required to respond to late comments within the Final EIS/TEIR.

### Response to Comment I40-2

The purpose and need for the Proposed Action is clearly stated within Section 1.2 of the EIS/TEIR. The Tribe is in need of a reliable, *significant* revenue source that would be used to strengthen the tribal government; fund a variety of social, housing, governmental, administrative, educational, health and welfare services to improve the quality of life of tribal members; provide capital for other economic development and investment opportunities; etc (emphasis added). Although the Tribe does receive funds from the Revenue Sharing Trust Fund, these funds are not substantial enough to fund the infrastructure and services needed by the Tribe. Furthermore, these funds, by definition, do not establish economic self-sufficiency nor achieve tribal self-determination. Please refer to **General Response 2**.

The January 4, 2008 denial letter referenced by the commenter was issued based on the Department of the Interior's "Guidance on taking off-reservation land into trust for gaming purposes" (Guidance) issued on January 3, 2008, prior to the Department's promulgation of the 25 C.F.R Part 292 regulations. This Guidance was withdrawn in a memorandum issued June 13, 2011 regarding the "Guidance for Processing Applications to Acquire Land in Trust for Gaming Purposes." The June 2011 memorandum goes on to state that "IGRA and the Department's regulations, at 25 C.F.R Parts 151 and 292 adequately account for the legal requirements and policy considerations that must be addressed prior to approving fee-to-trust applications, including those made pursuant to the 'off-reservation' exception." Although the January 4, 2008 denial letter does state that the "IRA has nothing to do *directly* with Indian gaming (emphasis added)", the letter goes on to state that "whether off-reservation land should be taken into trust for gaming purposes is a decision that must be made pursuant to the Secretary's IRA authority." Therefore, the referenced text is valid. Section 2719 of IGRA is an amendment to the statute intended to further the purpose and need for the regulations. References to IGRA within the text are accurate.

### Response to Comment I40-3

As stated in the Purpose and Need section of the EIS/TEIR (Section 1.2), the purpose of the Proposed Action is to help provide for the economic development of the Tribe and stability and self-sufficiency of the tribal government, resulting in economic, social, and other benefits for the Tribe. Refer to **Response to Comment T5-2** for additional information regarding economic, social and other benefits to the Tribe.

### Response to Comment I40-4

The Tribe has revised and resubmitted its fee-to-trust application in response to the 2008 letter of denial referenced by the commenter.

### Response to Comment I40-5

As described in Section 2.3 of the EIS/TEIR, the development of the Barstow site with commercial uses was considered but eliminated from further consideration as it would not be economically viable and would fail to meet the stated purpose and need of the Proposed Action. Refer to **General Response 1** regarding comments that do not raise a substantive environmental issue and **General Response 3** for a

discussion of factors that will be considered by the BIA in its decision on the Proposed Action. Please refer to **Response to Comment I39-1** regarding the ERTC.

As stated in Section 2.2.3 and 2.2.4 the Tribe has not entered into a MSA for Alternative C and D, but would be willing to provide appropriate compensation to San Diego County for services provided to the Reservation. As stated in Section 2.5 of the Final EIS/TEIR, the BIA has chosen Alternative B as the Preferred Alternative; therefore, a MSA with San Diego County is not warranted at this time.

As described in Section 2.0, the EIS/TEIR presents a reasonable range of alternatives, which were selected based on consideration of the purpose and need, the recommendations of commenters during the scoping process, and opportunities for potentially reducing environmental effects. According to the most recent Wind Performance Summary Report issued by the California Department of Energy<sup>3</sup>, the Los Coyotes Reservation is not located with a region which would support electricity production by wind powered generators. The project site does not provide a suitable location for solar energy production because of the topography of the Los Coyotes Reservation (steep canyons), the forested project site (removal of a large number of trees would cause climate change and biological habitat impacts), and the remote nature of the project site (transmitting electricity a long distance causes significant loss of electricity). Because of these factors wind and solar energy production on the Los Coyotes site, as suggested by the commenter, would not meet the needs of the Tribe.

#### **Response to Comment I40-6**

Refer to **General Response 3** for a discussion of factors that will be considered by the BIA in its decision on the Proposed Action. The commenter does not specify how the Preferred Alternative is detrimental to public policy and the good operation of State and local governments. Please refer to Section 4.8 of the EIS/TEIR for a discussion of potential affects regarding land use and local and regional planning efforts. Note that the two-part consultation process is conducted separately and is outside of the scope of NEPA.

#### **Response to Comment I40-7**

Please refer to **General Response 1**. The environmental effects of the MSA are considered in accordance with NEPA within the EIS/TEIR.

#### **Response to Comment I40-8**

Please refer to **General Response 1**.

#### **Response to Comment I40-9**

Please refer to **General Response 1 and General Response 3**.

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<sup>3</sup> California Department of Energy, 2001. Wind Performance Report Summary 2000-2001. Available online at: [http://www.energy.ca.gov/wind/documents/2001\\_reports.html](http://www.energy.ca.gov/wind/documents/2001_reports.html). Viewed on November 10, 2011.

### **Response to Comment I40-10**

Please refer to **General Response 1** and **General Response 3**.

### **Response to Comment I40-11**

Please refer to **General Response 1** and **General Response 3**.

### **Response to Comment I40-12**

The Commenter cites a news article that summarizes potential impacts to the future marketability of a Barstow casino as a result of potential development of a proposed high-speed train (Desert X-press) that would link Victorville to Las Vegas. The commenter suggests that a supplemental EIS/TEIR be prepared to discuss potential impacts to the marketability of the casino. An evaluation of marketability of the Proposed Project is not a requirement under NEPA. As such, no further analysis is warranted. However, it is important to note that even if the Desert X-press train is developed and results in reduced patronage to the project site, the Proposed Project would still result in a positive impact to the local economy greater than what would occur without development of the Project. The increased economic activity resulting from the Proposed Project would result in employment and wages for persons previously unemployed, increasing the ability of the population to provide themselves with health and safety services and contributing to the alleviation of poverty among lower income households. This would be a beneficial effect.

### **Response to Comment I40-13**

Please refer to **General Response 1**. Socioeconomic impacts are addressed in Section 4.6 of the EIS/TEIR.

### **COMMENT LETTER I41: JO MEUGNIOT**

#### **Response to Comment I41-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

### **COMMENT LETTER I-42: WILL MEUGNIOT**

#### **Response to Comment I42-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I43: GARY AND CAROLINE HALEY**

**Response to Comment I43-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I44: ALICIA ESPINOZA**

**Response to Comment I44-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR. The commenter's concerns regarding crime are addressed in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I45: BEDDY BURTON**

**Response to Comment I45-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the Tribe is reflected in Section 1.2 of the EIS/TEIR.

**COMMENT LETTER I-46: DR. SHELDON NEWCRON**

**Response to Comment I46-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER I47: EVELYN BURTON-VUCETICH**

**Response to Comment I47-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER I48: DARRELL JAUSS**

**Response to Comment I48-1**

The commenter's statement that the Proposed Project would increase fire protection levels is reflected in Section 4.9 of the EIS/TIER.

## **COMMENT LETTER I49: TED BACA**

### **Response to Comment I49-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

## **3.5 RESPONSE TO PUBLIC HEARING COMMENTS**

### **COMMENT LETTER PH1: SHANE CHAPEROSA**

#### **Response to Comment PH1-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the Tribe is reflected in Section 1.2 of the EIS/TEIR.

### **COMMENT LETTER PH2: JOE GOMEZ**

#### **Response to Comment PH2-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

### **COMMENT LETTER PH3: JULIE MCINTYRE**

#### **Response to Comment PH3-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR. The commenter's statement regarding the MSA is reflected in Section 4.8 and Appendix D of the EIS/TEIR.

### **COMMENT LETTER PH4: TIM SILVA**

#### **Response to Comment PH4-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER PH5: TIM SAENZ**

**Response to Comment PH5-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter’s statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER PH6: WILLIE HAILEY**

**Response to Comment PH6-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter’s statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER PH7: MORRIS REID**

**Response to Comment PH7-1**

Refer to **General Response 3**. The issue as to whether or not the Los Coyotes Tribe has ancestral ties to the project site is beyond the scope of the NEPA process. The EIS/TEIR is intended to analyze physical environmental effects resulting from the Proposed Action and implementation of the project alternatives. Refer to **Response to Comment PH21-2** regarding the management contract with BarWest.

**Response to Comment PH7-2**

Refer to **General Response 3**. Refer to **Response to Comment T5-2** for additional information regarding economic, social and other benefits to the Tribe.

**COMMENT LETTER PH8: DORA JONES**

**Response to Comment PH8-1**

Refer to **General Response 3**.

**COMMENT LETTER PH9: DAVID GROSSMAN**

**Response to Comment PH9-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter’s statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR

**COMMENT LETTER PH10: JOSE GUZMAN**

**Response to Comment PH10-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER PH11: JOSEPH BRADY**

**Response to Comment PH11-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER PH12: DAVID SOLANO**

**Response to Comment PH12-1**

The commenter expressed support for the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR. Chapter 4.0 of the EIS/TEIR contains an analysis of the Proposed Project and its alternatives. Mitigation was provided in Chapter 5.0 for potential adverse effects identified in Chapter 4.0.

**COMMENT LETTER PH13: RUBEN GUEDONDO**

**Response to Comment PH13-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER PH14: HARVEY WALKER**

**Response to Comment PH14-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

### **Response to Comment PH14-2**

Comment noted. Refer to **Response to Comment I31-3** regarding project access and egress and the proposed interchange.

### **Response to Comment PH14-3**

The necessary utility upgrades to support the project alternatives are described in Chapter 2.0 of the EIS/TEIR and associated environmental impacts are presented in Section 4.14 of the EIS/TEIR as indirect effects of the project alternatives. Any other utility upgrades within the project region are not associated with the project alternatives and, therefore, are not evaluated as an indirect effect in the EIS/TEIR.

### **Response to Comment PH14-4**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

## **COMMENT LETTER PH15: CHARLES WOOD**

### **Response to Comment PH15-1**

Refer to **General Response 3** regarding compliance with IGRA and laws pertaining to off-reservation gaming. Refer to **Response to Comment PH21-2** regarding the management contract with BarWest.

### **Response to Comment PH15-2**

Refer to **General Response 3**.

## **COMMENT LETTER PH16: MARIANO RIOS**

### **Response to Comment PH16-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

## **COMMENT LETTER PH17: JEANNE WIST**

### **Response to Comment PH17-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH18: BETTE MOSES**

**Response to Comment PH18-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR

**COMMENT LETTER PH19: MARIANNE TREESE**

**Response to Comment PH19-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH20: SEAN FOWLER**

**Response to Comment PH20-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR

**COMMENT LETTER PH21: BOB CONAWAY**

**Response to Comment PH21-1**

The commenter states that the gaming industry diminishes the local economy. The commenter also states that the project would take as much as 15 to 20 percent of local revenue away from local businesses. As discussed in Section 4.6 of the EIS/TEIR, the Proposed Project is anticipated to result in significantly positive impacts to the local economy, including generating substantial employment opportunities that would result in employment and wages for persons previously unemployed, increasing the ability of the population to provide themselves with health and safety services and contributing to the alleviation of poverty among lower income households. Additionally, as discussed in Section 4.6 of the EIS/TEIR, because the casino would draw non-residents to the area, the associated increase in new visitor demand for off-site entertainment venues, restaurants, and bars would make up for some area residents choosing to visit the Proposed Project rather than other local establishments. Thus, it is not anticipated that significant substitution effects to local businesses would occur.

**Response to Comment PH21-2**

As described in Section 2.2.1 of the EIS/TEIR, as part of its regulatory function, the NIGC, which was established under IGRA, is charged with the authority to approve management contracts between tribal governments and outside management groups. To approve a management contract, the NIGC must determine that the contract is consistent with IGRA in terms of contract period, management company

payment, and protection of tribal authority. In addition, once the project is operational, the management company must comply with the terms of IGRA and NIGC's regulatory requirements relating to the operation of the Indian gaming facilities. IGRA seeks to provide tribal economic development and self sufficiency while ensuring that the custodial tribe is the primary beneficiary of gaming revenues and that these operations are fair for the operator and the players.

Please refer to **Response to Comment PH21-1** regarding the Proposed Projects effect on the local economy.

### **Response to Comment PH21-3**

Refer to **Response to Comment A8-4** regarding potential impacts to crime. Potential impacts to public services under the Proposed Project, including emergency medical response, have been fully discussed in Section 4.9 of the EIS/TEIR. As stated in Section 4.9, the Proposed Project would increase the number of visitors in the area, which would result in the need for increased emergency medical services. The nearest emergency room is located at the Barstow Community Hospital at 555 South 7<sup>th</sup> Avenue in Barstow. Emergency medical services including ambulance transport and emergency room care are provided by private businesses and usually paid for by the person requiring emergency medical care. With implementation of the conditions of the MSA, as discussed in Section 5.9 of the EIS/TEIR, development of the Proposed Project would not result in significant adverse effects on fire protection and emergency medical services.

### **Response to Comment PH21-4**

Alternatives C and D, as described in Section 2.0 of the EIS/TEIR, were proposed to be developed within the Tribe's reservation and were thoroughly analyzed within Section 4.0. Please refer to **General Response 2**. As described in Section 1.2 of the EIS/TEIR, the Tribe's existing reservation lands are remote, composed almost entirely of steep, rugged terrain, environmentally sensitive, and difficult to access, being surrounded by various state and federal forest, park and public domain lands. Further, as stated in **Response to Comment T2-4**, the Tribe's existing campground has not met expectations. The retreat and recreation area suggested by the commenter is similar to the campground proposed under Alternative D and the suggested resort is similar to the casino-hotel proposed under Alternative C.

## **COMMENT LETTER PH22: PASTOR CLARENCE LUCKEY**

### **Response to Comment PH22-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH23: CHERYL WACHEL**

**Response to Comment PH23-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH24: GLORIAL HENTRELL**

**Response to Comment PH24-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR

**COMMENT LETTER PH25: JOE ALBERTA**

**Response to Comment PH25-1**

The commenter expressed support of Alternative C. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the Tribe is reflected in Section 1.2 of the EIS/TEIR. Compliance with IGRA is discussed in Section 1.1 and Chapter 2.0 of the EIS/TEIR.

**Response to Comment PH25-2**

The commenter inquires who will take care of the sewers, air quality control, children, and water. Sections 3.9 and 4.9 of the EIS/TEIR analyze the projects effects on the sewer system in the Barstow and San Diego areas. The Tribe would access the Barstow wastewater system if Alternatives A or B is selected. As shown in Section 4.9 of the Draft EIS/TEIR there is adequate capacity in Barstow's wastewater system to process the proposed project's wastewater. Alternatives C and D would construct wastewater treatment facilities to accommodate the projects needs. Air quality is under the jurisdiction of the EPA once the proposed project is taken into trust. As shown in Sections 4.3 and 4.13 of the EIS/TEIR project-related air pollution would be less than significant. Alternatives A and B's potable water would be supplied by Golden State Water Company and water would be supplied to Alternatives C and D by new wells. Water demand for the proposed project is analyzed in Section 4.9 of the EIS/TEIR and it was determined that the proposed project would not exceed the available water capacity at the Barstow or San Diego sites. Section 4.6 of the EIS/TEIR includes an analysis of the socioeconomic effects including the effects of pathological and problem gambling.

**Response to Comment PH25-3**

Please refer to Section 4.6 of the EIS/TEIR which includes a discussion of the socioeconomic effects of the project, including potential impacts to other tribal gaming facilities.

### **Response to Comment PH25-4**

The commenter asks what the road impacts are and state that if this project is approved it will open the door for other Tribes to move their casinos. An analysis of traffic impacts is provided in the Draft EIS/TEIR in Sections 3.7, 4.7 and 4.13. With mitigation, all intersections, roadways, and freeway segments would operate at an acceptable level of service. The BIA will continue to evaluate requests for off-reservation gaming related fee-to-trust acquisitions based on the merits of each individual application and in accordance with IGRA and other applicable laws. The BIA has already approved several such applications, and therefore, approval of either Alternative A or B would not set a new precedent for the Department.

### **Response to Comment PH25-5**

Section 4.6 of the EIS/TEIR includes a discussion of the socioeconomic effects of the project including non-gaming competitive effects. Please refer to **Response to Comment PH21-1** regarding the potential for the proposed casino to affect the local economy.

### **Response to Comment PH25-6**

Section 4.6 of the EIS/TEIR includes a discussion of the socioeconomic effects of the project, including a discussion of the loss of state and federal tax revenues and non-gaming competitive effects. Please refer to **Response to Comment PH21-1** regarding the potential for the proposed casino to affect the local economy.

### **COMMENT LETTER PH26: JEFF EASON**

#### **Response to Comment PH26-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

### **COMMENT LETTER PH27: PATRICIA RAMIREZ**

#### **Response to Comment PH27-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

### **COMMENT LETTER PH28: CURT MITCHELL**

#### **Response to Comment PH28-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow

and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER PH29: MARCELLA ESPINOZA**

**Response to Comment PH29-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH30: DAVID CARR**

**Response to Comment PH30-1**

Refer to **Response to Comment T5-2** for additional information regarding economic, social and other benefits to the Tribe.

**Response to Comment PH30-2**

Please refer to **General Response 2**. Refer to **Response to Comment I40-5** regarding the alternatives included in the EIS/TEIR and the feasibility of solar and wind developments on the reservation. The expansion of the existing campground suggested by the commenter is similar to the campground proposed under Alternative D.

**Response to Comment PH30-3**

Refer to **General Response 2** regarding the purpose and need for the Proposed Action. The EIS/TEIR analyzes alternatives that include a fee-to-trust component (Alternatives A, and B) as well as two that do not (Alternatives C and D), as well as the No Action Alternative. These alternatives evaluate the development of the Barstow site as well as the Los Coyotes site.

**Response to Comment PH30-4**

Section 4.6 of the EIS/TEIR includes a discussion of the socioeconomic effects of the proposed alternatives, including an analysis of crime and local economics.

**COMMENT LETTER PH31: DR. MICHAEL BURTON**

**Response to Comment PH31-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

## **COMMENT LETTER PH32: TED WEASMA**

### **Response to Comment PH32-1**

The commenter states that the intersection at Interstate 15 and Lenwood Road is backed up every weekend and that project traffic would have to use Outlet Center Drive, which would not be sufficient to accommodate project-related traffic. Refer to **Response to Comment A11-1**.

### **Response to Comment PH32-2**

The commenter states that the proposed project would result in a lot of air pollution associated with slow moving vehicles and the Barstow area is the number one diesel pollution spot in California. Sections 4.3 and 4.13 of the Draft EIS/TEIR provide extensive analysis of project-related regional and cumulative air quality impacts. As shown in Sections 4.3 and 4.13, project emissions would not exceed the applicable federal conformity thresholds with the implementation of mitigation. Diesel particulate matter emissions are included in the URBEMIS model as PM<sub>10</sub> and PM<sub>2.5</sub>. URBEMIS output files are provided in Appendix L of the Draft EIS/TEIR. The proposed project is not a major source emitter of diesel particulate matter; therefore, no further analysis was completed.

### **Response to Comment PH32-3**

The California Gambling Control Commission's Revenue Sharing Trust Fund (RSTF), referred to by the commenter, does exist and distributes funds to eligible Indian tribes, including the Tribe. The scope of the EIS/TEIR is to assess the environmental impacts of proposed Federal actions intended to improve the long-term economic vitality and self-governance of the Tribe. Projects proposed by other Indian tribes are not within the scope of this analysis.

### **Response to Comment PH32-4**

Section 4.6 of the EIS/TEIR includes a discussion of the socioeconomic effects of the proposed alternatives, including an analysis of employment opportunities. Section 10 of the MSA between the City of Barstow and the Tribe states that the Tribe shall work in good faith with the City to employ qualified City residents at the Tribe's Resort facilities and that the Tribe shall offer training programs to assist City residents in becoming qualified for positions at the Resort to the extent permitted by applicable law.

## **COMMENT LETTER PH33: RICARDO ARREDONDO**

### **Response to Comment PH33-1**

Section 4.6 of the EIS/TEIR includes a discussion of the socioeconomic effects of Alternatives A and B, including impacts to the local economy.

### **Response to Comment PH33-2**

Refer to **General Response 1** regarding comments that do not raise a substantive environmental issue and **General Response 3** for a discussion of factors that will be considered by the BIA in its decision on the Proposed Action.

**COMMENT LETTER PH34: MYRON BENALLY**

**Response to Comment PH34-1**

As discussed in Section 1.3.1 of the EIS/TEIR, in September 2006, the BIA published a Scoping Report, which summarized the comments received during the scoping period and outlined the expected scope of the EIS/TEIR. To the extent required by NEPA, this EIS/TEIR has incorporated the issues and concerns identified within the Scoping Report.

**Response to Comment PH34-2**

As discussed in Section 4.6 of the EIS/TEIR, the Proposed Project is not anticipated to result in significant impacts to problem or pathological gambling. The use of welfare funds at the establishment would be restricted by the government agencies issuing the funds. The Tribe will abide by all applicable federal restrictions regarding the use of government-issued welfare and other financial aid onsite. No further mitigation measures are warranted.

**Response to Comment PH34-3**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1**.

**COMMENT LETTER PH35: NOKOMIS HERNANDEZ**

**Response to Comment PH35-1**

Refer to **General Response 1** regarding issues beyond the scope of the NEPA process. Refer to **General Response 3** regarding compliance with IGRA and laws pertaining to off-reservation gaming. Refer to **Response to Comment PH21-2** regarding the management contract with BarWest.

**COMMENT LETTER PH36: DENNIS MALLOY**

**Response to Comment PH36-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER PH37: TINA JOHNSON**

**Response to Comment PH37-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH38: JENNIFER RODRIGUEZ**

**Response to Comment PH38-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter’s statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER PH39: LAURENCE DALE**

**Response to Comment PH39-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter’s statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER PH40: MINDY MOJADA-STONEBURNER**

**Response to Comment PH40-1**

The commenter expressed support of the Proposed Project and explained the Tribe’s need for economic stimulus to improve school systems and facilities. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH41: RICH HARPOLE**

**Response to Comment PH41-1**

The commenter expressed his opinion that with the provisions of the MSA, crime would not be an issue with respect to a casino in the Barstow community and his support of the Proposed Project. Please refer to Section 4.6 for a discussion of potential effects associated with crime and Section 4.9 of the EIS/TEIR regarding law enforcement services.

**Response to Comment PH41-2**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter’s statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR

**COMMENT LETTER PH42: DR. BRENNAN BAYNARD-SMITH**

**Response to Comment PH42-1**

The commenter stated that they were unaware the public hearing was taking place. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**Response to Comment PH42-2**

The commenter states concerns over the impacts to crime, problem gambling, and morality as a result of the Proposed Project. Concerns regarding the morality of gaming do not translate into physical environment effects and thus are outside of the scope of NEPA. Refer to General Response 1. Potential effects to socioeconomic conditions, including problem gambling and crime, are discussed in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER PH43: JOEL VALENZUELA**

**Response to Comment PH43-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would be financially beneficial to the City of Barstow and the Tribe is reflected in Sections 4.6 and 1.2 of the EIS/TEIR.

**COMMENT LETTER PH44: MARK FRANNEY**

**Response to Comment PH44-1**

Comment noted. Potential impacts to crime under the Proposed Project are fully discussed in Section 4.6 of the EIS/TEIR.

**Response to Comment PH44-2**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH45: MORRIS REID**

**Response to Comment PH45-1**

Refer to **General Response 3** regarding compliance with IGRA and laws pertaining to off-reservation gaming. Refer to **Response to Comment PH21-2** regarding the gaming management contract.

**COMMENT LETTER PH46: CHARLES WOOD**

**Response to Comment PH46-1**

Refer to **General Response 3** regarding compliance with IGRA and laws pertaining to off-reservation gaming.

**COMMENT LETTER PH47: ANTHONY IMANDI**

**Response to Comment PH47-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**Response to Comment PH47-2**

Please refer to Section 4.7 of the EIS/TEIR for an analysis of potential effects on traffic and transportation. The commenter expressed support of the Proposed Project. Please refer to **General Response 1**. The commenter's statement that the Proposed Project would provide jobs to the City of Barstow is reflected in Section 4.6 of the EIS/TEIR.

**COMMENT LETTER PH48: CURT MITCHELL**

**Response to Comment PH48-1**

The commenter's statements are noted. The MSA that the commenter refers to is included as Appendix D to the EIS/TEIR. The commenter's statement that gas stations are prohibited on trust land is incorrect; however, a gas station is not proposed in any of the EIS/TEIR alternatives.

**COMMENT LETTER PH49: LYNN CHAPEROSA**

**Response to Comment PH49-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.

**COMMENT LETTER PH50: RILDA CONTRERAS**

**Response to Comment PH50-1**

The commenter expressed support of the Proposed Project. Please refer to **General Response 1** regarding comments that express an opinion without providing substantive information or data indicating a need for additional analysis.