

SECTION 2.0

ALTERNATIVES

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ALTERNATIVES

2.1 INTRODUCTION

This section describes the alternatives analyzed within this Environmental Impact Statement (EIS). These alternatives include four development alternatives and the no action alternative. Consistent with Council on Environmental Quality (CEQ) National Environmental Policy Act (NEPA) Regulations (40 C.F.R. § 1502.14), this section includes a detailed discussion and comparison of the alternatives analyzed in this EIS. A reasonable range of alternatives has been selected based on consideration of the purpose and need, the recommendations of commenters during the scoping process, and opportunities for potentially reducing environmental effects. Additionally, this section discusses those alternatives that have been eliminated from further consideration.

2.2 ALTERNATIVE A – PROPOSED PROJECT

The proposed action analyzed in this EIS is the fee-to-trust acquisition by the Department of Interior, Bureau of Indian Affairs (BIA) and subsequent approval of a gaming management contract by the National Indian Gaming Commission (NIGC).

The Tribe has submitted a fee-to-trust application asking that the Madera site be taken into trust by the BIA for the purpose of gaming consistent with the Indian Gaming Regulatory Act (IGRA). IGRA prohibits gaming on lands that the Secretary of the Interior acquires in trust for an Indian tribe after October 17, 1988, unless the land qualifies under at least one of the exceptions contained under 25 U.S.C. § 2719. If none of the exceptions in § 2719 applies, § 2719(b)(1)(A) of IGRA provides that gaming can still occur on the lands under the Secretarial two-part determination provision. Under the two-part determination process, the Secretary of the Interior may permit gaming to occur if the Secretary determines that gaming on the trust lands is 1) in the best interest of the Indian tribe and its members, and 2) not detrimental to the surrounding community. The State Governor must concur with the Secretary's determination. The Tribe's fee-to-trust application indicates that they will seek the ability to conduct gaming on the Madera site through the IGRA two-part determination process, although they have reserved the right to apply for the IGRA restored lands exception should the two-part determination be unsuccessful. In either case, the Tribe's proposed project, as described below, would remain the same.

The foreseeable consequence of the proposed action would be the development of a casino and hotel resort (proposed project) on approximately 305 acres of land that would be taken into trust for the Tribe (Madera site). The location of the Madera site is described in detail in **Section 1.2**. Alternative A is considered the proposed project and constitutes the development of a casino and hotel resort on the eastern side of the Madera site adjacent to State Route 99 (SR-99).

The casino and hotel resort would include a main gaming hall, food and beverage services, retail space, banquet/meeting space, administrative space, pool, and spa. Fifteen food and beverage facilities are planned, including a buffet, six bars, three restaurants, and a five-tenant food court. The resort would include a multi-story hotel with 200 rooms, a pool area, and a spa. Approximately 4,500 parking spaces would be provided for the casino/hotel resort, with 2,000 of those spaces within a multi-level parking structure.

Table 2-1 shows the breakdown of proposed uses with associated square footages for the proposed casino and hotel development. **Figure 2-1** shows the site plan for the proposed casino and hotel resort, including supporting facilities. As shown, the proposed casino and hotel resort would be developed in the east-central portion of the Madera site. The remainder of the Madera site would remain undeveloped and would be used for passive recreation, pastureland, biological habitat, and/or recycled water spray fields. An architectural rendering of the conceptual building elevation is presented in **Figure 2-2**. Approximately 1,291 full-time employees and 283 part-time employees (or 1,461 full-time equivalents) are expected under Alternative A. The opening date for the proposed casino/hotel resort is anticipated to be 2010.

The design of the proposed casino and hotel would incorporate built-in fire protection features including firebreaks and Type I non-combustible, fire-resistant construction. Facilities would be equipped with a hydraulically calculated automatic sprinkler system designed to comply with the California Building Code, and include an automatic fire detection and alarm system. These features would serve to automatically detect fires and notify emergency services, reducing the occurrence of a catastrophic event. Vegetation in and around the developed areas would be irrigated and landscaped for aesthetic and fire protection values.

2.2.1 MANAGEMENT CONTRACT

Congress enacted the Indian Gaming Regulatory Act (IGRA) of 1988 with the stated purpose of providing a statutory basis for the operation and regulation of gaming by tribal governments. As part of its regulatory function, the National Indian Gaming Commission (NIGC), which was established under IGRA, is charged with the authority to approve management contracts between tribal governments and outside management groups. In order to approve a contract, the NIGC must determine that the contract will not violate the law and that the contract meets certain requirements relating to the term of the agreement, the total amount of payments made to the management company, and protection of tribal authority. The NIGC also conducts extensive background checks of the management company's key personnel.

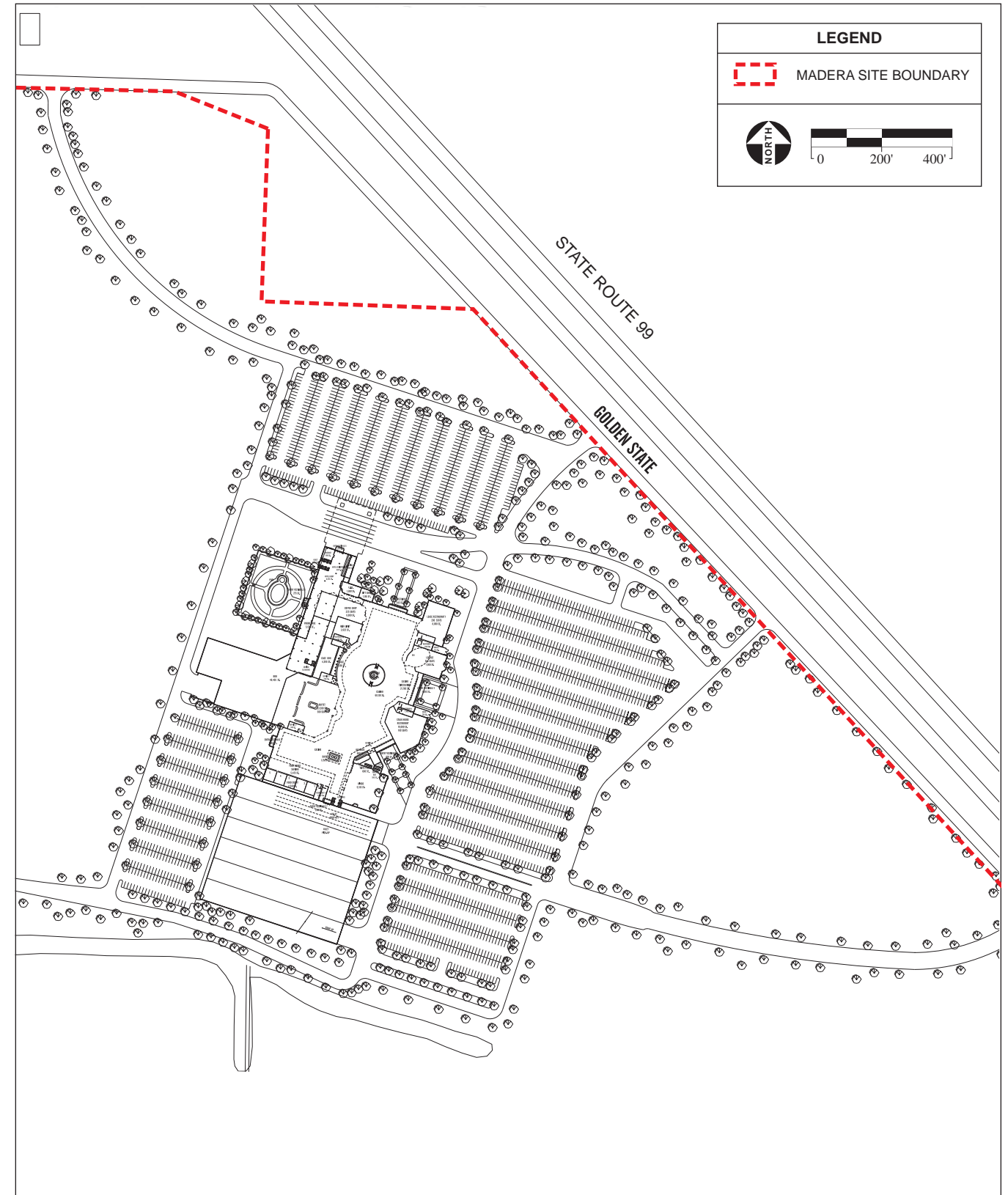
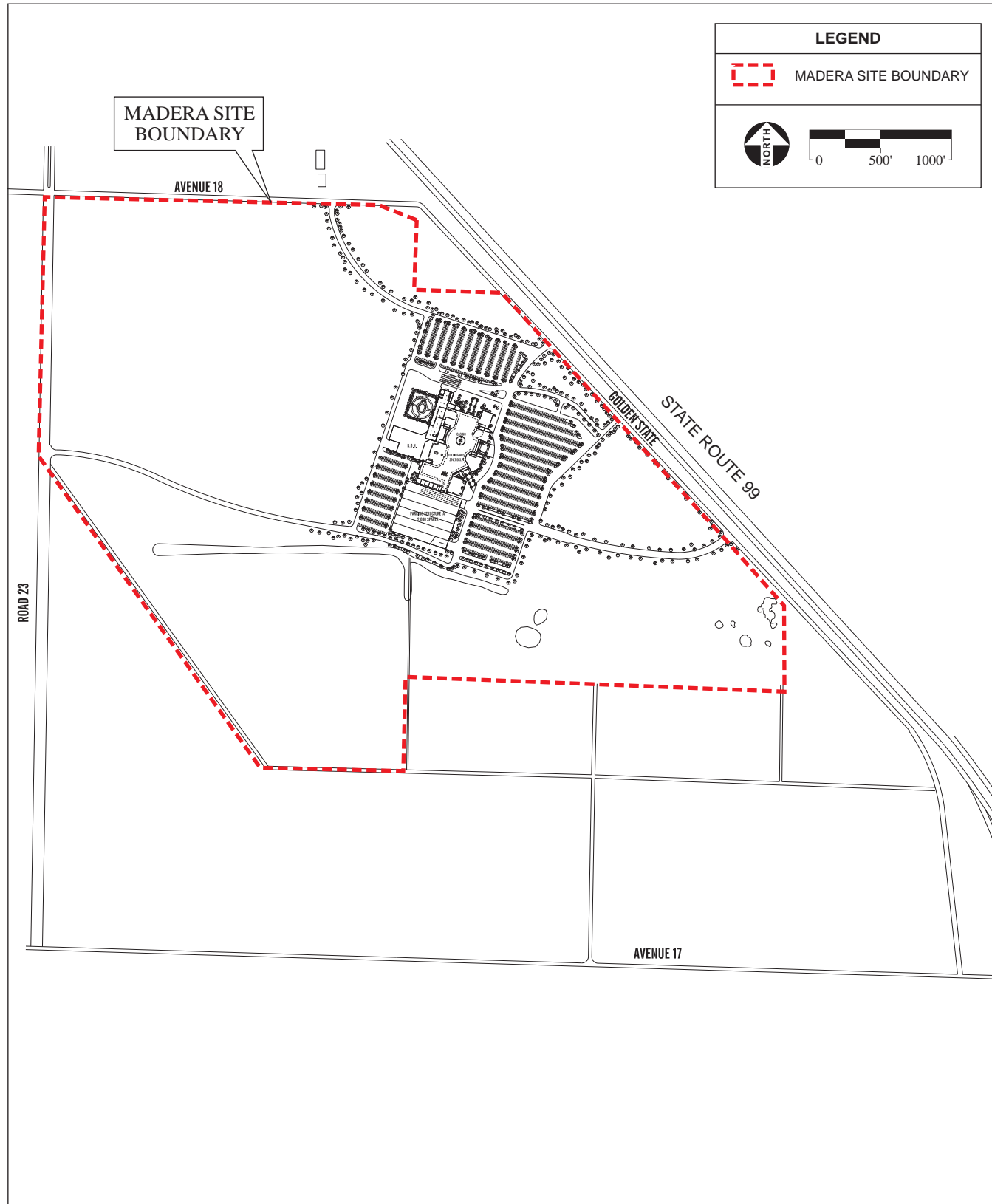




TABLE 2-1
ALTERNATIVE A – PROPOSED PROJECT COMPONENTS

Area	Seats/Rooms/Parking Spaces	Square Footage
CASINO & ENTERTAINMENT		
Casino		
Casino Gaming		68,150
Casino Circulation		21,760
High Limit Gaming		3,925
Bingo		10,990
Entry Vestibules (7 total)		3,945
Restrooms (4 total)		6,085
Rewards Center		990
Cage		5,785
Back of House		50,000
Retail		1,185
Food and Beverage		
Buffet	500	23,500
Bars (2 total)		4,050
Service Bars (3 total)		2,650
Lease Restaurant (1 total)	200	8,000
Coffee Shop	225	8,800
Steakhouse	180	10,000
Food Court (5 tenants)	175	10,365
Entertainment		
Lounge/Banquet		7,000
Total Casino & Entertainment Square Footage		247,180
HOTEL & SPA		
Hotel		
Lodging Area	200 rooms	191,000
Lobby/Promenade		14,800
VIP Check-in		1,880
Pool & Spa		
Spa		6,000
Pool Restrooms		2,600
Pool Concessions		1,500
Pool Grill		3,000
Pool Bars (2 total)		2,250
Pool Equipment		1,500
Total Hotel & Spa Square Footage		224,530
CENTRAL PLANT		21,300
ALTERNATIVE A TOTAL SQUARE FOOTAGE		493,010
PARKING		
Surface Parking Spaces	2,500	
Parking Structure Spaces	2,000	
Alternative A Total Parking Spaces	4,500	

NOTE: All figures are approximate.

SOURCE: Friedmutter Group, 2004; AES, 2004.

The Tribe and SC Madera Management, LLC have entered into development and management contracts for the construction and operation of the proposed casino. The development contract between the Tribe and SC Madera Management, LLC would assist the Tribe in obtaining funding for the development of the proposed casino and hotel resort.

Once the casino and hotel become operational, the management contract would provide SC Madera Management, LLC the exclusive right to manage the day-to-day operation of the casino and hotel resort. SC Madera Management, LLC must comply with the terms of IGRA and NIGC regulatory requirements relating to the operation of the tribal gaming facility. The Tribe maintains the ultimate authority and responsibility for the development, operation, and management of the casino pursuant to IGRA, NIGC regulations, any Tribal gaming ordinances, and the Tribal/State Compact.

2.2.2 CASINO

Table 2-1 contains a detailed listing of each casino component. The casino would include a mixture of uses including a main gaming hall, food and beverage services, retail space, banquet/meeting space, and administrative space. Four food service facilities are planned, including a buffet, steakhouse, food court, and a leased restaurant space. Five bars in total are proposed for the casino area, including a large center bar, a main gaming area bar, and three service bars.

The casino gaming floor would encompass an area of 68,150 square feet. There are 21,760 square feet of circulation area proposed in association with the casino floor, along with approximately 4,000 square feet of high-limit gaming and approximately 11,000 feet of bingo floor space. There are 5,785 square feet of cage space proposed for the casino. Several restrooms and vestibules are also proposed in association with the casino complex, with a combined square footage of approximately 10,000 square feet proposed.

Alcohol would be served throughout the casino including the gaming floor. Accordingly, patrons would be required to be 21 years old or over. The Tribe proposes to adopt a “Responsible Alcoholic Beverage Policy” that will include, but not be limited to, checking identification of patrons and refusing service to those who appear to have had enough to drink. Smoking would be permitted within the casino; however, no-smoking sections would be provided. The Tribe would employ security personnel to provide surveillance of the casino, parking areas, and surrounding grounds. Security guards would patrol the facilities to reduce and prevent criminal and civil incidents. Security guards would carry two-way radios to request and respond to back up or emergency calls.

2.2.3 HOTEL AND SPA

The 200-room hotel would include 20% suites and would be located adjacent to a resort-type pool and spa area. The proposed plan includes a pool grill and two bars, one of which would be a swim-up bar associated with the pool area. Restrooms and other concessions would also be provided. **Table 2-1** contains a detailed listing of each hotel and spa component including relative square footage requirements.

2.2.4 PARKING

A total of 4,500 parking spaces would be provided to serve the patrons and employees of the hotel/casino resort and supporting facilities. A multi-level parking structure would provide 2,000 parking spaces and would be located on the southern side of the resort complex, with an entry vestibule and valet area separating the street-level floor of the structure from the entrance to the casino gaming floor and food court area. The remaining 2,500 parking spaces would be included as surface parking.

2.2.5 CONSTRUCTION AND GRADING

Alternative A would be constructed after the Madera site has been placed into Federal trust. Construction would take approximately one year and would involve earthwork; placement of concrete foundations; steel, wood, and concrete structural framing; masonry, electrical and mechanical work; building and site finishing; and paving, among other construction trades. The construction cost for Alternative A would be approximately \$350 million.

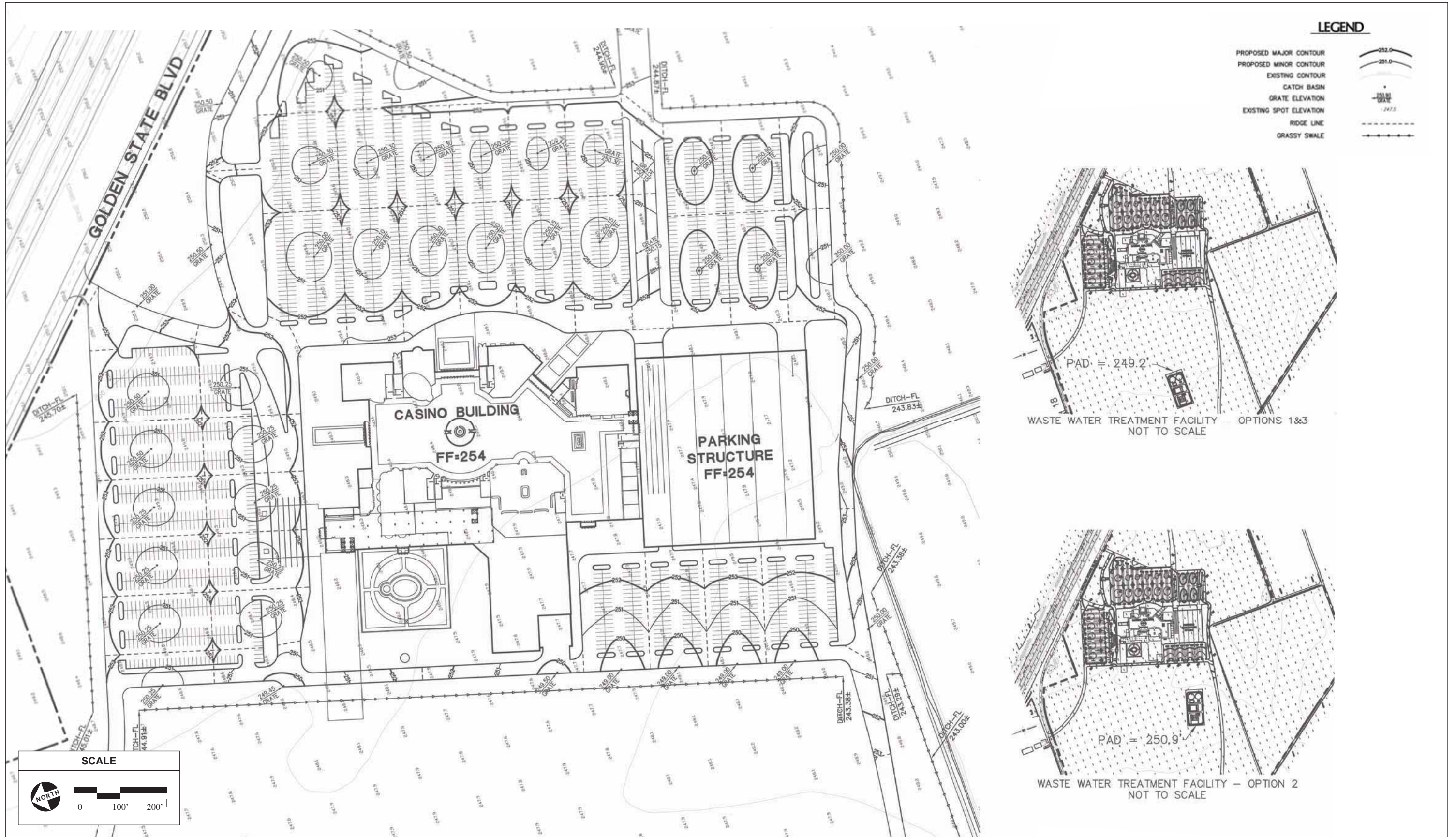
The Grading and Drainage Plan (**Appendix K**) incorporates fill to elevate the finished floor of the proposed public buildings approximately five feet above the FEMA 100-year floodplain. It is estimated that 200,000 cubic yards of earthwork would be required for Alternative A. It is anticipated that on-site grading would balance because soils excavated from the detention basins (see **Section 2.2.6**) would be sufficient to raise the proposed public buildings approximately five feet above the 100-year floodplain,. A preliminary grading plan for Alternative A is included as **Figure 2-3**.

2.2.6 DRAINAGE

A drainage plan has been prepared for Alternative A (**Appendix K**) to manage surface water flow and prevent downstream impacts. The development of Alternative A would include several storm drainage improvements. Roof leaders would be connected directly to a below-ground pipe system, and parking lots would be constructed with a 1 percent minimum slope and 5 percent maximum slope toward the inlets. Inlets would be placed at appropriate intervals to capture runoff and convey it to the grassy swales that surround the site. The grassy swales would accommodate overland drainage to allow the site to drain under overflow conditions. The overland drainage release would be around the perimeter of the site (**Figure 2-4**). The grassy swales would convey the stormwater to a series of stormwater detention basins (**Figures 2-5 and 2-6**). A total of 105 acre-feet of storage would be provided in the stormwater detention system to account for the increase in runoff created by increased impervious surfaces and encroachment of fill into the floodplain. The detention system would be separated into three storage areas located on the southern portion of the Madera site.

2.2.7 WASTEWATER TREATMENT AND DISPOSAL

Several options exist for wastewater treatment and disposal. Depending on the option, the following standards may apply:



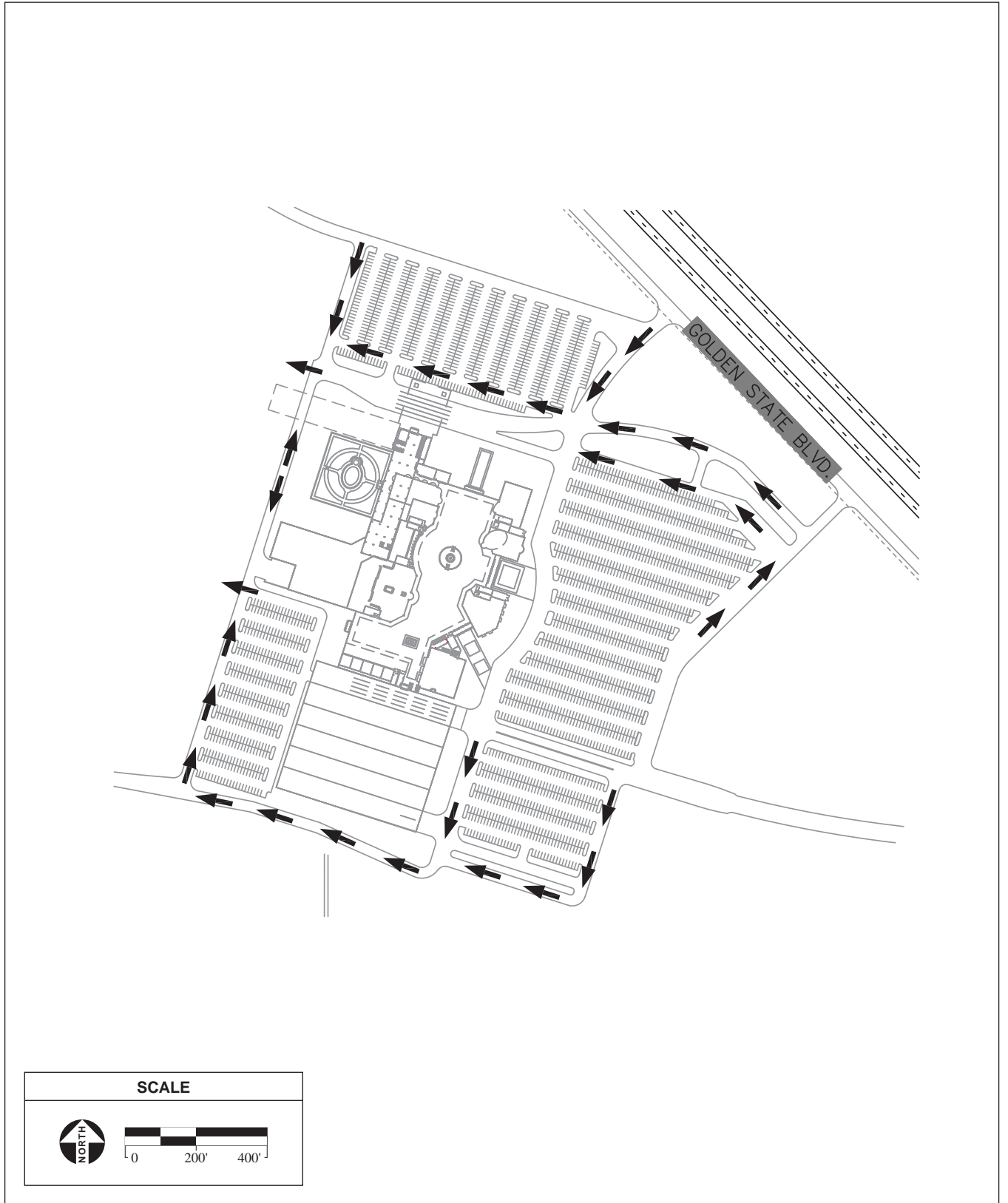
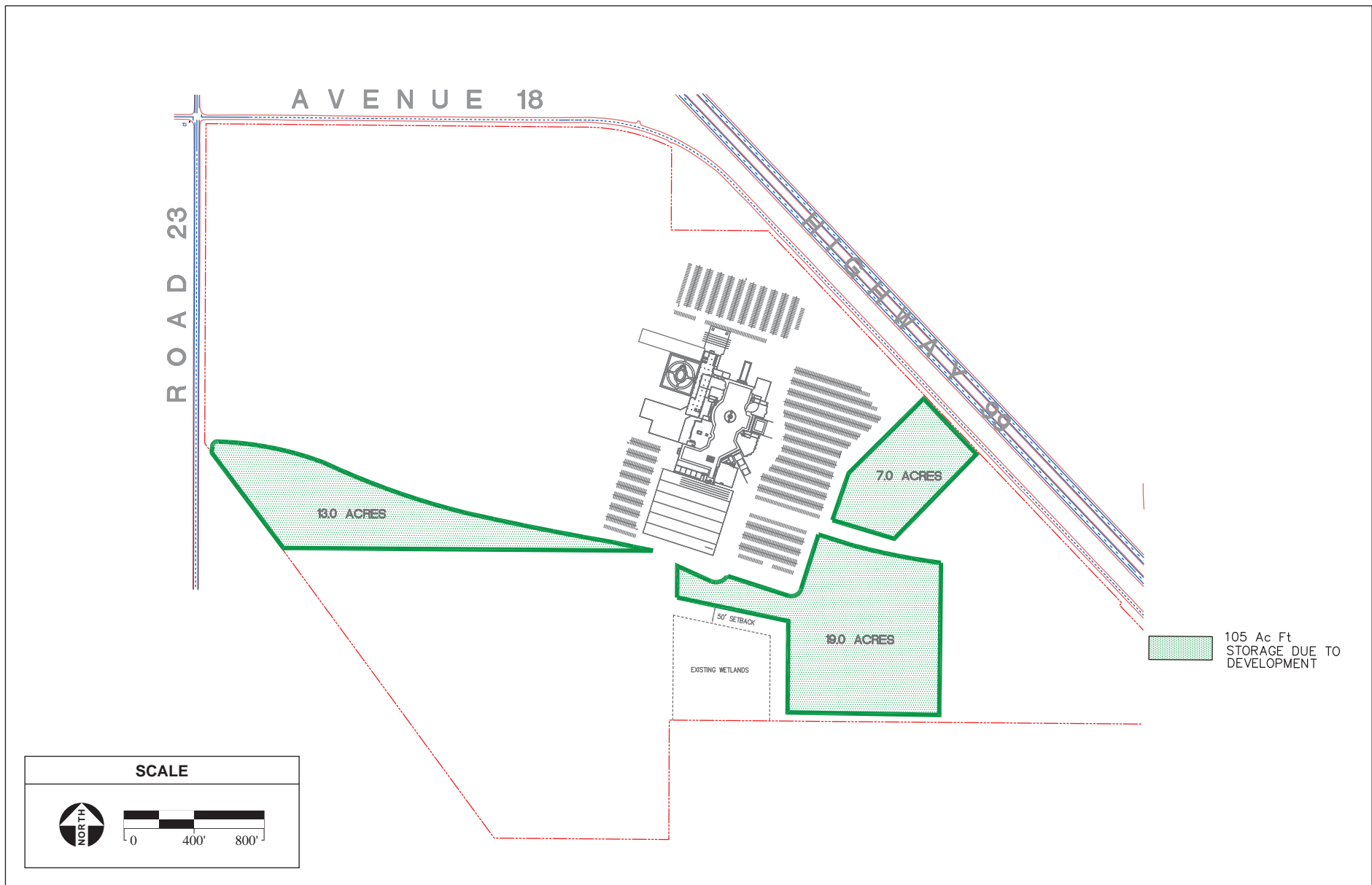
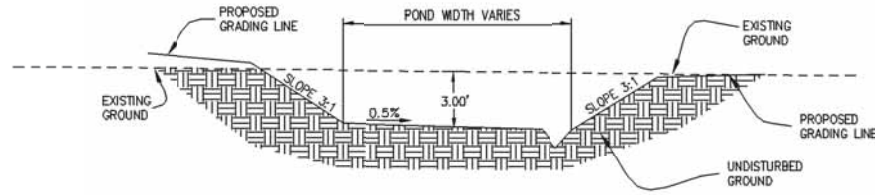
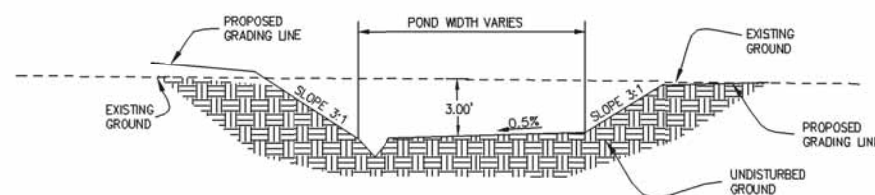


Figure 2-4
Alternative A – Overland Drainage Flow





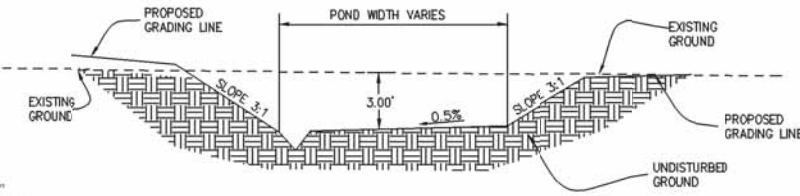
TYPICAL SECTION A-A
NOT TO SCALE



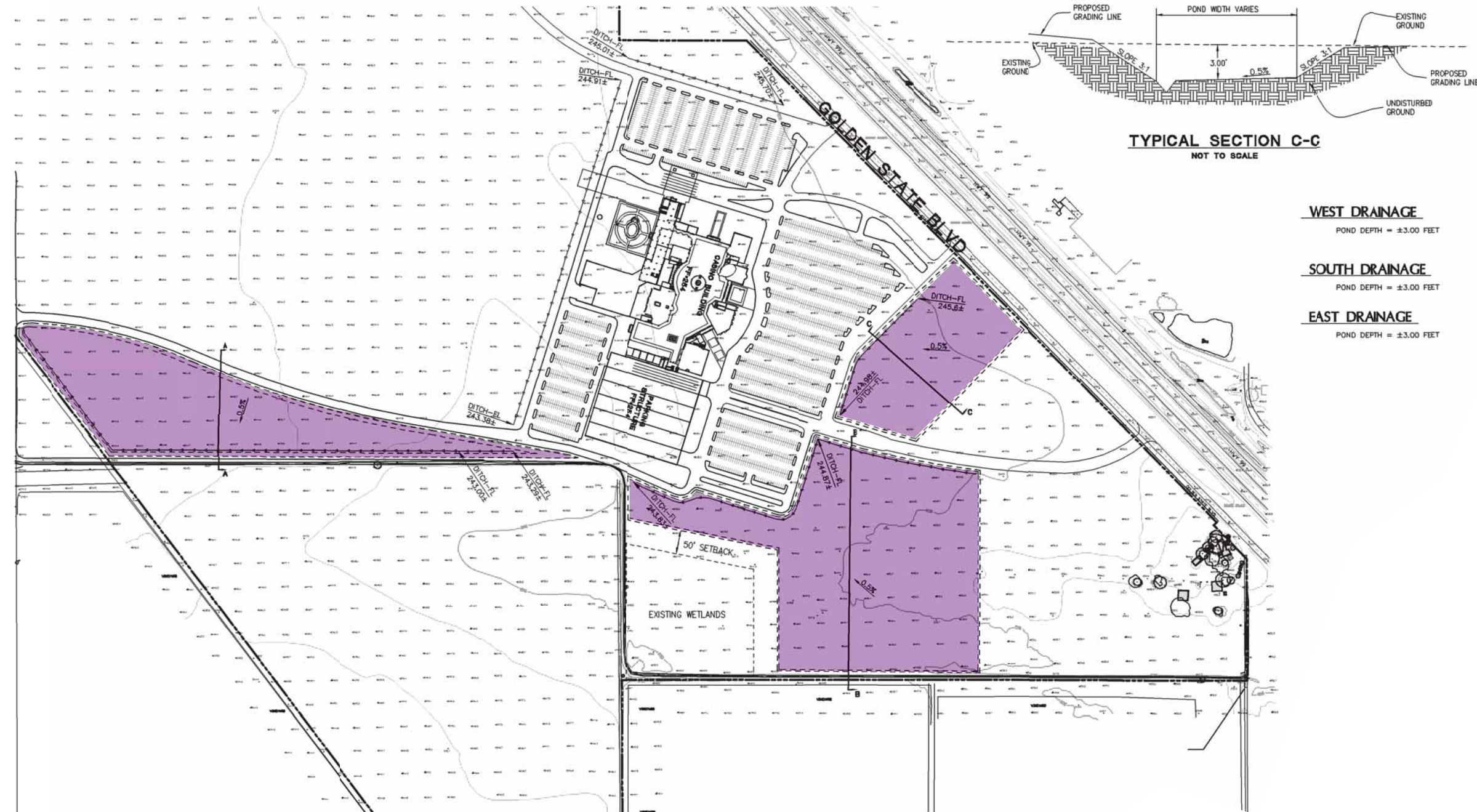
TYPICAL SECTION B-B
NOT TO SCALE

LEGEND

- EXISTING CONTOUR
- SWALE FLOW LINE ELEVATION
- EXISTING SPOT ELEVATION
- GRASSY SWALE



TYPICAL SECTION C-C
NOT TO SCALE



- WEST DRAINAGE**
POND DEPTH = ±3.00 FEET
- SOUTH DRAINAGE**
POND DEPTH = ±3.00 FEET
- EAST DRAINAGE**
POND DEPTH = ±3.00 FEET

LEGEND

- Detention Basins

NORTH

0 250' 500'

Figure 2-6
Alternatives A-C – Stormwater Detention Basins Preliminary Grading Plan

- The technology must be one that is proven, has been accepted by U.S. Environmental Protection Agency (USEPA) and is certified by the National Sanitation Foundation;
- The treatment process will be a tertiary treatment process that has the capability of treating wastewater to a quality level that is acceptable by California Title 22 for Unrestricted Irrigation Water Reclamation;
- The process will have the capability of nitrifying and de-nitrifying converted nitrogen compounds; The combined treatment system will have the capability of accommodating waste strength loads and hydraulic peaking factors that exceed typical domestic wastewater treatment systems; and,
- The operation will be odor free.

Development of Alternative A would produce an average day flow of approximately 270,000 gallons per day (gpd) of wastewater. Weekend flows would typically be 350,000 gpd and weekday flows would average 230,000 gpd. See **Appendix I** for further discussion on flow rates and treatment options.

OFF-SITE WASTEWATER TREATMENT

One option is for wastewater treatment to occur at the City of Madera wastewater treatment plant (WWTP). The City of Madera has a trickling filter WWTP located approximately five miles southwest of the Madera site. The WWTP currently treats an average of approximately 5.8 million gallons per day (MGD) of wastewater. Recent construction has expanded the WWTP's capacity to 10.1 MGD (Appendix BB). The treated wastewater is conveyed to percolation beds for disposal. During the expansion, the trickling filter system was replaced with an activated sludge system.

The City of Madera is expected to require pretreatment before allowing the casino to connect to the City sewer system. Therefore, unless the City makes an agreement with the Tribe to impose a fee when influent biological oxygen demand (BOD) or total suspended solids (TSS) levels exceed allowable limits, the Tribe would construct a pretreatment facility on-site at the location where the proposed on-site WWTP (see below) would otherwise be located. The pretreatment facility would consist of a package plant that includes a tank with a concentric clarifier in the center, flow equalization, aeration, and sludge storage.

Conveyance to the WWTP would involve a connection to the City sewer system. After discussions with the City, three possible connection options were identified: 1) the Airport Drive Option, 2) the State Route 99 Option, and 3) the Road 23 Option (**Figure 2-7**). The Airport Drive Option involves connection to the City's sewer line, which drains southeast along Aviation Drive to a

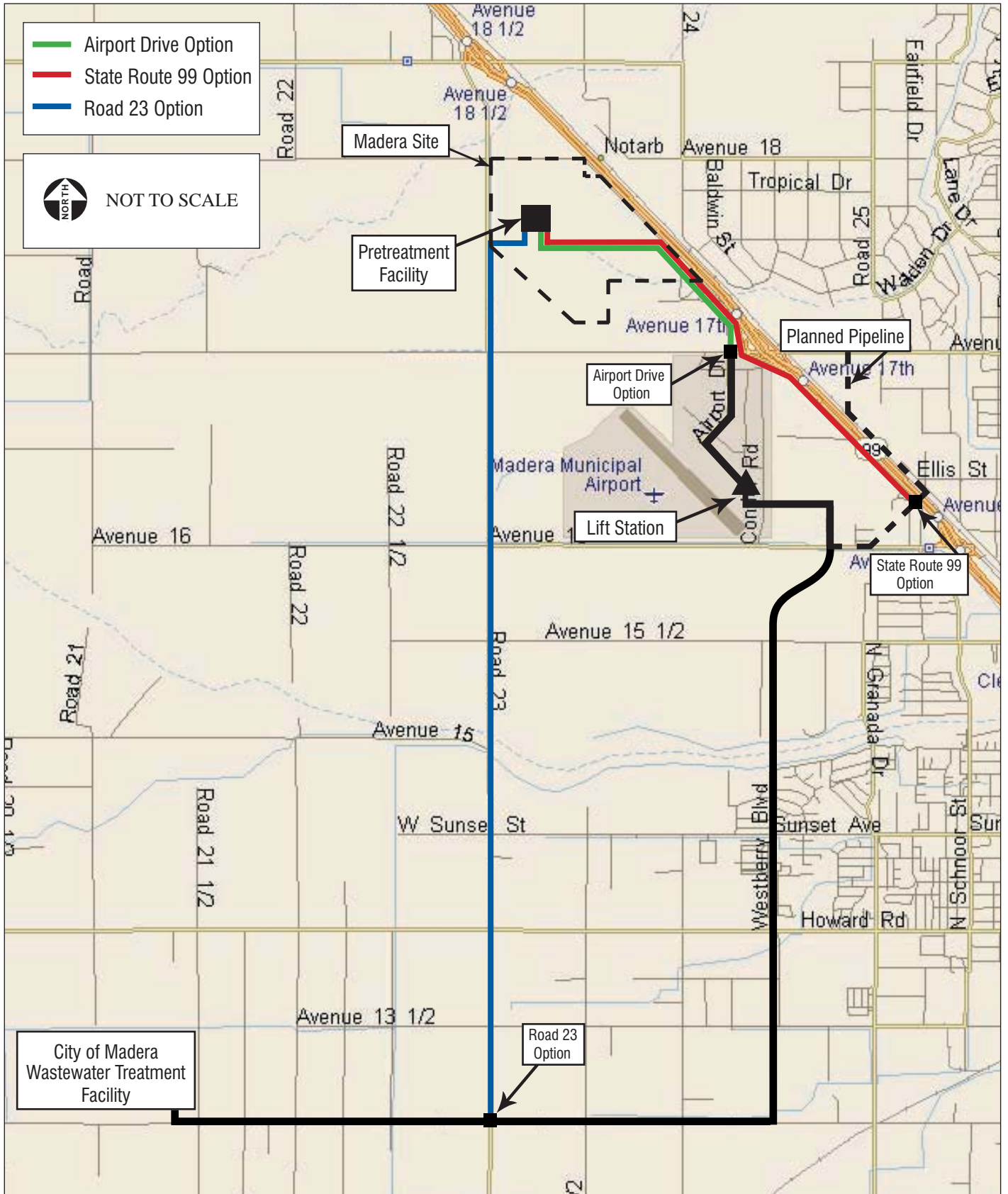


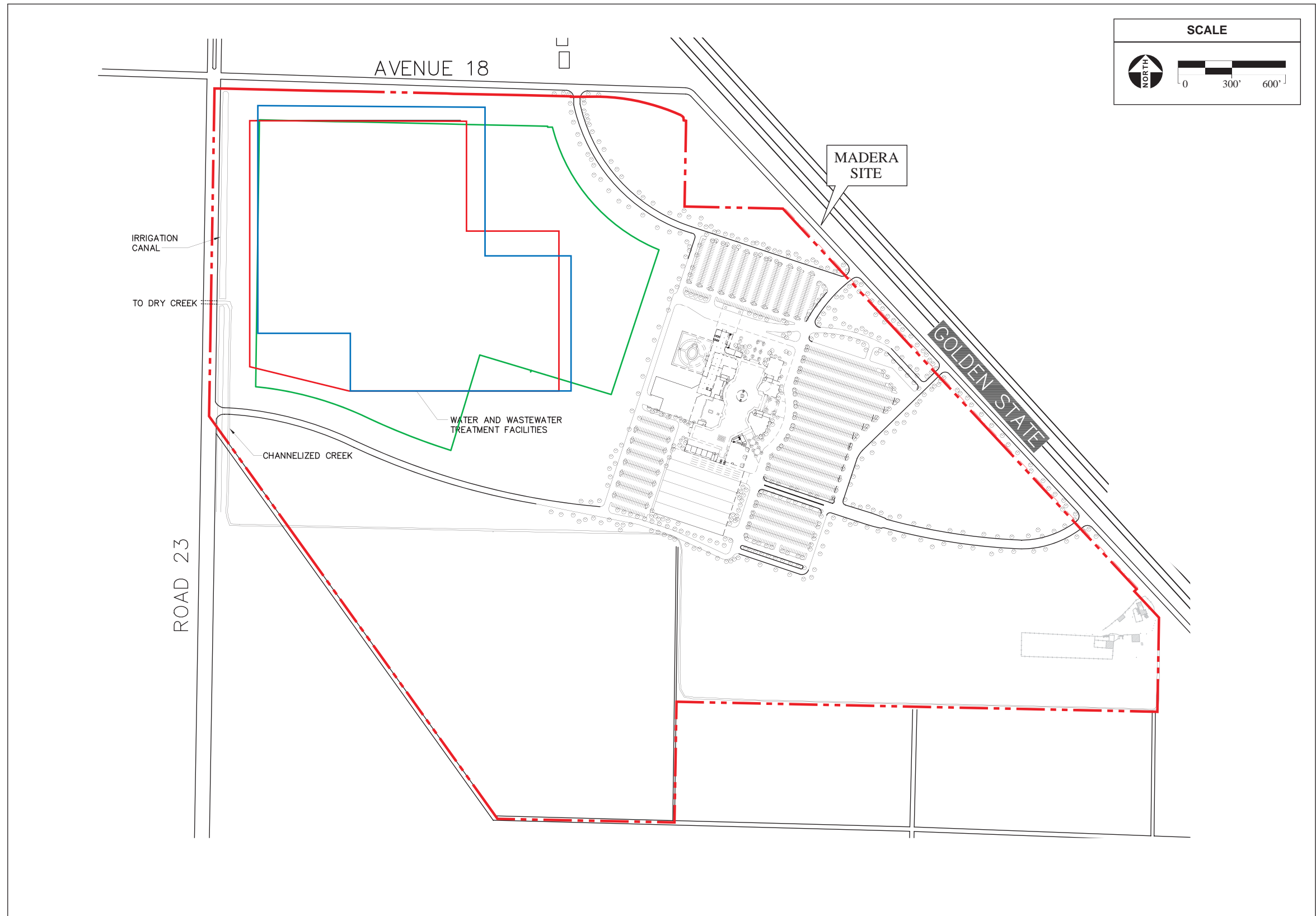
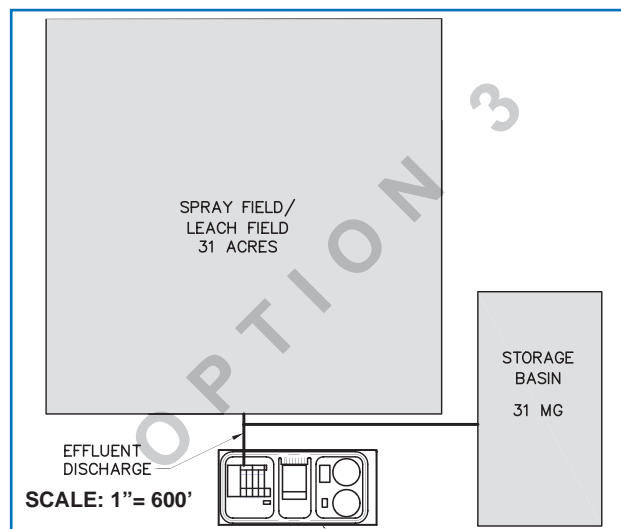
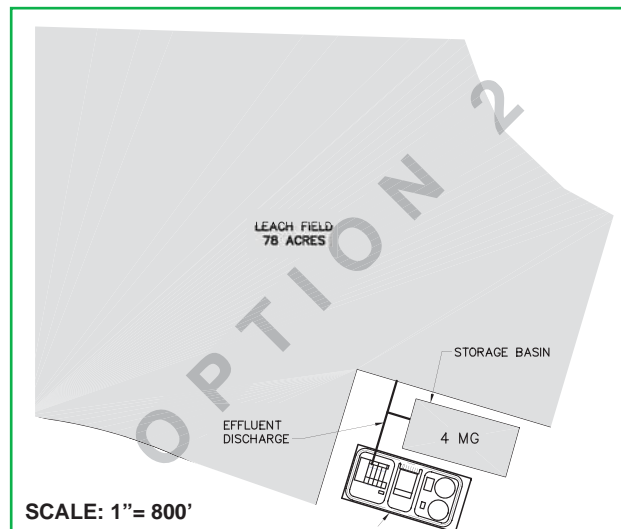
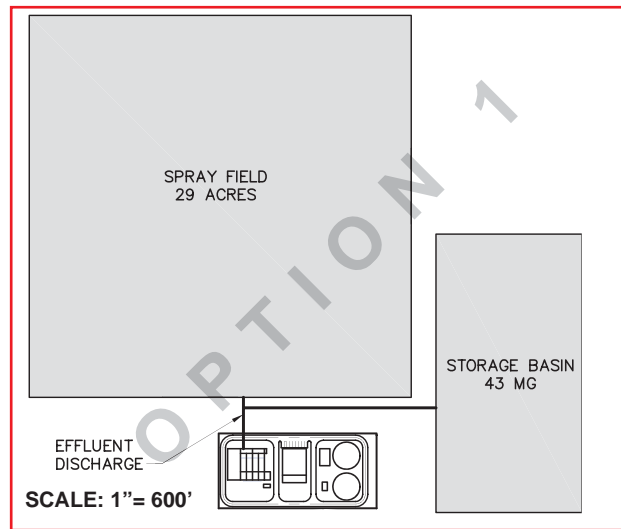
Figure 2-7
Off-Site City Sewer Connection Options

small lift station and conveys the wastewater to Avenue 16 and from there to Westberry Boulevard. Under this option, the existing sewer lift station may require expansion (additional pumps and possibly a backup generator) to convey flows to the WWTP. The State Route 99 Option would provide a connection to a recently completed 24-inch sewer line. The connection would be just west of State Route 99 where the new pipeline crosses beneath the highway from the northeast. The Road 23 Option would be to construct a new sewer line from the Madera Site west to Road 23 and south along Road 23 to Avenue 13 where it would connect to the City's pipeline that leads west along Avenue 13 to the WWTP. A new lift station would probably be needed as part of this option. No additional pipeline capacity, other than that required to handle the project's wastewater would be added under each of these options (HydroScience, 2006). At the request of the City a sewer alignment and capacity analysis has been conducted to evaluate these three connection options. According to this analysis all three options are viable, with Option 1 estimated to be most cost efficient (Appendix BB).

ON-SITE WASTEWATER TREATMENT

Alternatively, wastewater may be treated at an on-site WWTP, located to the west of the casino and hotel (**Figure 2-8**). The exact location of the WWTP would depend on the disposal option chosen. To meet the USEPA wastewater treatment criteria, the Tribal Government would use an immersed membrane bioreactor (MBR) system to provide tertiary-treated water for reuse or disposal. The MBR is a state-of-the-art system that consists of utilizing a biological reactor and microfiltration in one unit process. The ability of an MBR to eliminate secondary clarification and to operate at higher suspended solids concentrations gives the system the ability to react to wide variations in flows as would be expected at gaming facilities on weekends or holidays. MBR facilities have been successfully used at the Viejas Casino in San Diego County, Thunder Valley Casino in Placer County and Cache Creek Resort in Yolo County. MBR facilities are currently proposed at several other casino projects throughout the State. Experience at the other operating plants demonstrates the ability of the MBR system to consistently produce a high quality effluent. A detailed description of the wastewater treatment facility is presented in **Appendix I**.

Reclaimed water from the on-site wastewater treatment plant would be utilized for casino toilet flushing and landscape irrigation. All water used for reclamation would meet the equivalent of State standards governing the use of recycled water as described in Title 22 of the California Code of Regulations. Title 22 specifies redundancy and reliability features that must be incorporated into the reclamation plant. Under the current version of the Title 22 Water Recycling Criteria, the highest level of treatment is referred to as "Disinfected Tertiary Recycled Water." The proposed plant would produce an effluent meeting the criteria for this highest level of recycled water. Disinfected tertiary-treated recycled water can be used for irrigation of parks, playgrounds, schoolyards, residential landscaping, golf courses and food crops. Additional permitted uses include non-restricted recreational impoundments, cooling towers, fire fighting, toilet flushing and



decorative fountains. The water produced by this treatment system is highly treated and poses no health risks for the intended uses.

A wastewater transmission pipeline would collect wastewater from the casino. A raw wastewater lift station would convey casino wastewater to the headworks of the WWTP. Due to site topography, the main pipeline to the WWTP would be a pressurized force main. The on-site WWTP would be built at least five feet above the 100-year floodplain to minimize contamination of floodwaters during a flood event.

TREATED EFFLUENT REUSE FACILITIES

Effluent reuse would require a recycled water storage tank, a recycled water pump station, on-site landscape irrigation facilities, and dual plumbing. The purpose of the recycled water storage tank would be to provide equalization storage for on-site recycled water use for toilet flushing, on-site landscaping, and for effluent discharge. Recycled water would also be used to supply water for fire protection. For Alternative A, the recycled water storage tank would hold approximately 900,000 gallons and would be constructed of welded steel. A recycled water booster station may be required to maintain pressure in the recycled water distribution system.

The primary transmission line from the recycled water storage tank would supply the gaming facility and landscaping with recycled water. Surplus recycled water would be used for landscape irrigation or disposed of as discussed in the following section.

To use recycled water for “in-building” purposes, the plumbing system within the building would have recycled water lines plumbed separately from the building’s potable water system with no cross connections. The dual plumbing systems would be distinctly marked and color-coded.

TREATED EFFLUENT DISPOSAL

Average day disposal flows would be approximately 270,000 gpd. Treated effluent may be discharged through surface water disposal, spray disposal, sub-surface disposal, or a combination of these methods.

Surface Water Disposal

Surface water disposal would occur into a channelized creek that flows through the Madera site. This creek flows into Dry Creek, and eventually into the Fresno River. The Fresno River is not designated as part of the Regional Water Quality Control Board’s (RWQCB) 303(d) listing of impaired water bodies. However, it does flow into the San Joaquin River, which is listed as an impaired water body. The designated beneficial uses of the Fresno River include use as a surface water body for municipalities, communities and industries, and warm freshwater habitat. A National Pollutant Discharge Elimination System (NPDES) permit would be required to discharge

into the on-site creek. Since the treatment facilities and point of discharge would be fully contained within trust lands, the NPDES permit would be issued and regulated by the USEPA.

Sprayfield Disposal

Sprayfield disposal is a technique in which treated effluent is applied to sprayfields at agronomic rates throughout the year. During rain events, sprayfields cannot be used. Therefore, a large seasonal storage basin would be necessary to store treated effluent during the rainy season. The location for the wastewater treatment plant and sprayfields is shown in **Figure 2-8**. Under this option, 29 acres of land in the northwest corner of the Madera site would be used for spray disposal. A seasonal storage basin would be located near the WWTP and would hold 43 million gallons (MG) of treated effluent.

Alternatively, effluent could be used to irrigate the City of Madera's golf course located south of Avenue 17, between Road 23 and the municipal airport. Approximately one mile of recycled water pipeline would be located along Road 23 (**Figure 2-7**). The golf course currently uses groundwater for irrigation, which is estimated at 977,000 gpd in the summer. The casino's treated effluent could provide approximately 25% of the irrigation demand for the golf course (HydroScience, 2006).

Sub-Surface Disposal

Leachfields could be used to dispose of treated wastewater effluent by distributing it underground through a network of perforated pipes or infiltration chambers. Sub-surface disposal requires good percolation and several feet of clearance above the highest groundwater levels. The location of the WWTP and leachfields are shown in **Figure 2-8**. A maximum of 78 acres of leachfields would be required for disposal of the entire 270,000 gpd. A seasonal storage basin would contain 4 MG of treated effluent.

Combination of Surface and Sub-Surface Disposal

Under this option, sprayfields would be used in conjunction with leachfields. The combined area would be approximately 31 acres. A seasonal storage basin would also be required to hold 31 MG. The location of the WWTP and combination spray and leach fields are shown in **Figure 2-8**.

2.2.8 WATER SUPPLY

The estimated water demand for the proposed project is approximately 400,000 gpd. Should an on-site WWTP be developed, recycled water would be used for indoor non-potable uses and for landscaping, dropping the average day demand to approximately 273,000 gpd.

Water for domestic use, emergency supply, and fire protection would be provided by on-site groundwater or from the City of Madera. The City of Madera's nearest water well is Well No. 26 at Airport Drive (**Figure 2-9**). If the casino were to hook up to the City's water system, it is expected, based on discussions with City staff, that the City would require a looped system to the

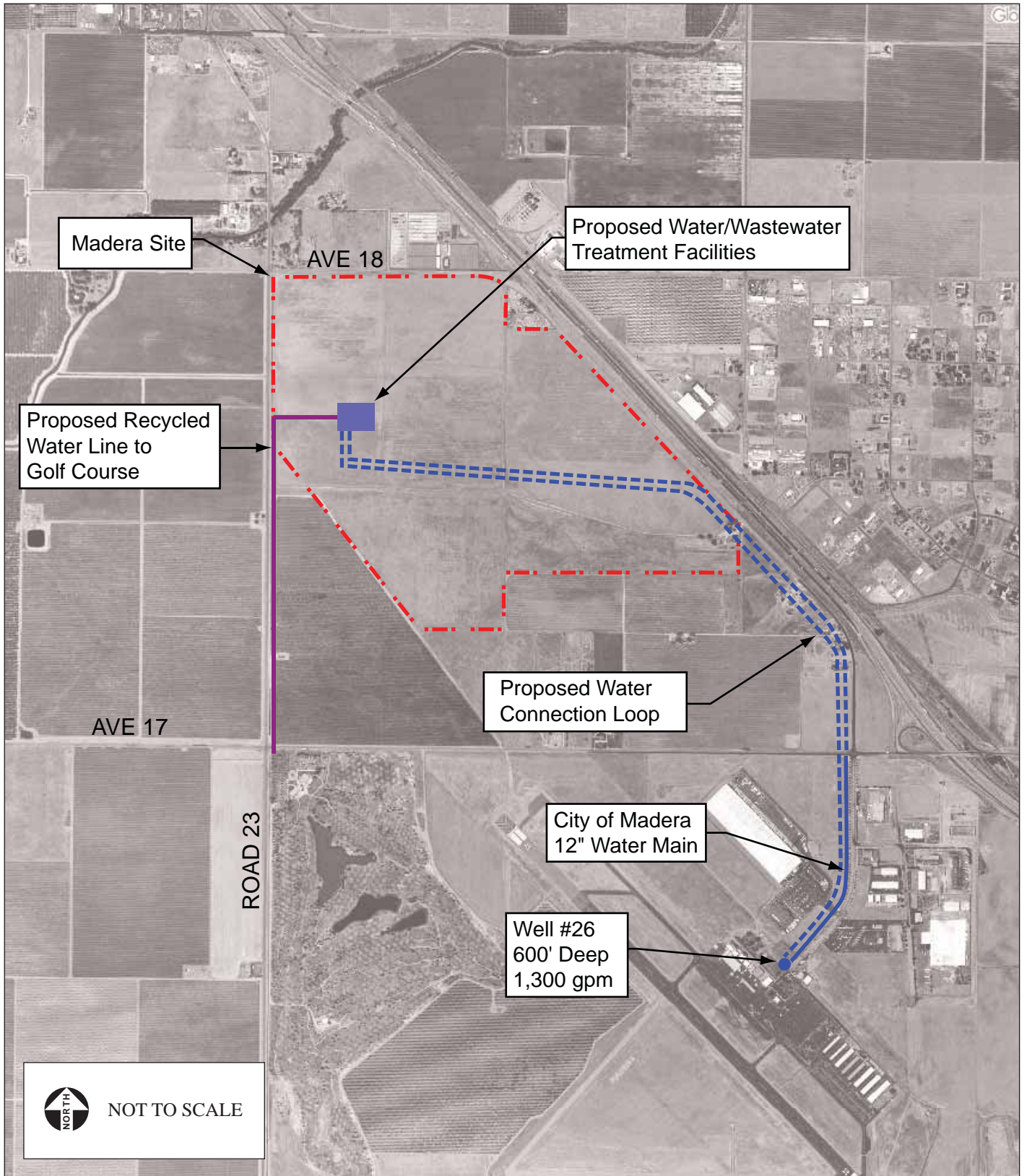


Figure 2-9
 Alternatives A-C – Off-Site Water and Recycled Water Options

well as shown in **Figure 2-9**. The City would require the Tribe to fund the drilling and development of an on-site well that would be added to the casino loop to provide primary water supply. The City's existing Well No. 26 would be used solely for redundancy and fire flow capacity (it's current use in the City's water system) (City of Madera, 2005b; HydroScience, 2006 – **Appendix I**). If fire flow capacity were not met, an on-site water storage tank would be required. Groundwater quality is generally good in the area, but manganese levels tend to increase with depth north of the City, so treatment may be required before use.

Currently, one active well is located on the Madera site. It is an agricultural well that was drilled in 1973 and is approximately 300 feet deep. The groundwater level has been dropping in the region. Therefore, new on-site wells with adequate capacity for the hotel and casino would probably need to be at least 600 feet deep. Nearby wells that reach depths of 500 to 600 feet have capacities of approximately 1,300 to 2,200 gallons per minute (gpm). If the City of Madera loop is developed, one on-site well would be constructed with a firm water supply capacity of approximately 400,000 gpd / 278 gpm (no water recycling) or approximately 273,000 gpd / 190 gpm (with water recycling). Water would be recycled if an on-site WWTP is developed. If the water supply system is contained wholly on-site, two on-site wells would be drilled, one for continuous supply and one for redundancy in case of malfunction or maintenance of the primary well. Each well would have a firm water supply capacity of either approximately 400,000 gpd / 278 gpm (no water recycling) or approximately 273,000 gpd / 190 gpm (with water recycling). Given that the on-site wells would be located within the 100-year floodplain, the top of the well casing and wellhead facilities would be raised at least three feet over the base flood elevation to minimize potential risks of contaminating the drinking water supply during a flood event.

Water from the on-site well(s) would be stored in a water storage tank. The required capacity of the tank would be dependant on the development's fire flow requirements. Based on storage requirements for similar facilities and the recommendations of the Madera Fire Marshall, the expected capacity of the storage tank is 1.1 MG. The tank would be cylindrical and would be based on standard pre-engineered tank dimensions. A pump station would be utilized to maintain pressure in the distribution system. The pump station is required to convey water from the storage tank to the facilities and the ultimate pumping capacity would be dependent on fire flow requirements. These requirements would be satisfied by two fixed-speed high service pumps, each with a capacity that is half of the projected flow requirements.

2.2.9 FUEL STORAGE

Four diesel fuel storage tanks would be needed for the operation of four emergency generators at the casino. Two diesel fuel storage tanks would be needed for the operation of one emergency generator and one fire pump for the hotel. One diesel fuel storage tank would be needed for the operation of one emergency generator for the wastewater treatment facility and human resources building. The fuel tanks would be above ground. The largest generators would have storage tanks

of approximately 1,000 gallons. The generators would be located in areas that are easily accessed by maintenance and emergency personnel, near the service entrance/loading docks.

2.2.10 MEMORANDA OF UNDERSTANDING

MADERA COUNTY

A Memorandum of Understanding (MOU) was signed on August 16, 2004 by and between Madera County and the Tribe (**Appendix C**). Under the MOU, the Tribe agrees to provide one-time compensation (non-recurring contributions) to the County to mitigate potential and perceived impacts of the proposed project on the County and the surrounding communities. The Tribe also agrees to compensate the County annually (recurring contributions) for potential and perceived impacts of the proposed project. The Tribe also agrees to a variety of non-monetary provisions. According to the MOU, the provisions agreed to within the MOU are sufficient to mitigate potential non-recurring and recurring impacts from the proposed project on the County and the Cities of Madera and Chowchilla, including those impacts which are not specifically identified in the MOU.

According to the MOU, recurring and nonrecurring contributions made to the County constitute all of the contributions the Tribe will make to all County Departments, agencies and subdivisions and all other local and regional public entities, which are located within, or have jurisdiction within the boundaries of the County. As agreed to in the MOU, the County is responsible for distributing the contributions to the appropriate County Departments, agencies, subdivisions and Cities.

The contributions and other obligations within the MOU are contingent upon the Secretary accepting the trust title to the Madera site, the occurrence of the construction date, the Tribe and the State entering into a Tribal-State Compact, and in some recurring contribution cases, the occurrence of the opening date.

Madera County has recently passed a resolution supporting the concept of the proposed project on the Madera site (**Appendix U**). The resolution cites the MOU contributions, community support, and job creation prior to resolving to support the concept of the proposed project on the Madera site.

Non-Recurring Contributions

The Tribe has agreed in the MOU to make non-recurring contributions to the County in lieu of taxes, fees, charges, cost reimbursements, service fees or other assessments as a funding mechanism to mitigate potential/perceived impacts from the proposed project.

The Tribe has agreed in the MOU to make non-recurring contributions, pursuant to an escrow arrangement, with the purpose of supplementing the County's public safety resource budget. The contributions, totaling \$1,915,000, are to be used at the County's discretion and may be used to

supplement the County's budget for the purposes of acquiring land for constructing and equipping a fire protection and public safety facility located within a five-minute response time to the Madera site. According to the MOU, the funds may also be used to supplement the County's budget for other public safety-related purposes mutually agreed upon by the County and the Tribe. The Tribe and the County have agreed in the MOU that the contributions would mitigate potential impacts of the proposed project on fire protection, emergency medical services, and first responder and law enforcement resources of the County and the surrounding communities. The amount of the contribution is subject to annual Consumer Price Index (CPI) adjustment as of July 1, 2005 and each July 1 thereafter until the date of the contribution (after the construction date as defined in Section 1 of the MOU).

The Tribe has agreed in the MOU to make non-recurring contributions to the County to mitigate potential impacts of the proposed project on road and other transportation resources of the County. The contributions would be made as a government funding mechanism pursuant to an escrow arrangement to be used by the County to supplement the transportation budget. According to the MOU, the contribution would total an amount estimated at between \$4,000,000 and \$15,000,000 based upon the traffic study and environmental analysis of the proposed project. The contributions would be used at the County's discretion to pay the actual costs of construction, improvement, equipping, and environmental reports or analysis of County roads and other transportation resources, which the County elects to complete on the basis of a traffic study after meeting and conferring with the Tribe. The County may also use the funding for other road and transportation-related purposes as mutually agreed upon by the County and the Tribe. The amounts of the contributions are subject to annual CPI adjustment as of July 1, 2005 and each July 1 thereafter.

The Tribe has agreed in the MOU to contribute to the County a non-recurring contribution of \$600,000 in lieu of road impact fees with the purpose of supplementing the County's budget for roads. The amount of the contribution is subject to annual CPI adjustment as of July 1, 2005 and each July 1 thereafter.

In order to mitigate potential impacts on certain recreational properties, the Tribe has agreed in the MOU to contribute to the County's budget a non-recurring contribution of \$200,000 to be used for expenditures related to the Courthouse Park and the Ahwahnee property. The timing of the contribution would be no later than 30 days after the construction date.

The Tribe has agreed in the MOU to contribute to the Madera Unified School District's budget for schools and in lieu of school impact fees, a non-recurring contribution of \$150,000. The timing of the contribution would be no later than 30 days after the construction date, as defined above. The amount of the contribution is subject to annual CPI adjustment as of July 1, 2005 and each July 1 thereafter.

The Tribe has agreed in the MOU to reimburse the County up to \$50,000 for the costs, prior to and including the construction date, associated with retaining outside counsel for assistance with negotiating the MOU and consummating the transactions contemplated.

Recurring Contributions

The Tribe has agreed in the MOU to make recurring contributions in 12 equal monthly installments unless otherwise agreed upon with the first recurring contribution prorated for the applicable period. According to the MOU, the first recurring contribution would occur 30 days after the opening date, unless otherwise specified. The Tribe has agreed in the MOU to make recurring contributions to the County in lieu of any taxes, fees, charges, cost reimbursements, service fees or other assessments of up to \$4,035,000 per annum, as described below.

The Tribe has agreed in the MOU to establish the North Fork Rancheria Charitable Foundation, pursuant to State nonprofit corporation law, no later than 30 days after the opening date and to make a recurring contribution totaling \$200,000 per annum. According to the MOU, the Charitable Foundation shall be governed by a board of directors consisting of two members designated by the Tribe, two members designated by the County and one member selected by the members. The funds in the Charitable Foundations will be used to supplement monies otherwise available to recipients of such funds and will be used for purposes which mitigate potential social impacts of the proposed project or otherwise benefit the County, including recreation, park services, senior centers, youth programs, service club projects, or other programs or activities as agreed upon by the Charitable Foundation Board.

The Tribe has agreed in the MOU to establish the North Fork Rancheria Economic Development Foundation, pursuant to the State nonprofit corporation law, no later than 30 days after the opening date and to make a recurring contribution of \$250,000 per annum. The Economic Development Foundation shall be governed by a board of directors consisting of two members designated by the Tribe and two members designated by the County and one member selected by the members. The contributions to the Foundation shall be used for the countywide purposes, which mitigate potential impacts of the proposed project, benefit the County and are agreed upon by the Economic Development Foundation Board.

The Tribe has agreed in the MOU to establish the North Fork Rancheria Educational Foundation, pursuant to the State nonprofit corporation law, no later than 30 days after the opening date and make a recurring contribution of \$400,000 per annum. According to the MOU, a board of directors consisting of two members designated by the Tribe, two members designated by the County (one a member of the Madera Unified School District and the other a member of the Chawanakee School District) and one member who shall be the County Superintendent of Schools shall govern the Educational Foundation. The funds in the Educational Foundation will be used to supplement monies, which would otherwise be available to recipients of such funds and used for purposes,

which provide funding to support the instructional programs of the local school districts, to support work force development and training programs or to mitigate potential impacts of the proposed project.

The Tribe has agreed in the MOU to establish the North Fork Rancheria Unincorporated Area Foundation, pursuant to State nonprofit law, no later than 30 days after the opening of the proposed project and make a recurring contribution of \$250,000 per annum. According to the MOU, the Unincorporated Area Foundation shall be governed by a board of directors consisting of three members designated by the Tribe and two members designated by the County, upon consultation with one another. The funds in the Unincorporated Area Foundation will be used for purposes such as community development, education, beautification, infrastructure, parks/recreation, business relations/development/attraction, and assistance to other non-profit organizations, which mitigate potential impacts of the proposed project and benefit unincorporated areas of the County or as agreed upon by the Unincorporated Area Foundation Board.

The Tribe has agreed in the MOU to contribute to the County \$250,000 per annum with the purpose of supplementing the County's budget for neighborhood housing or other workforce programs.

The Tribe has agreed in the MOU to supplement the County's budget for law enforcement with an annual contribution of \$415,000 or contribute an amount equal to the costs of the salary and benefits of one-half of a sergeant position and five deputy positions. Timing of the contributions will commence 180 days prior to the estimated opening date of the proposed project, as defined above.

The Tribe has agreed in the MOU to supplement the County's budget for fire protection with an annual contribution of \$1,200,000 or contribute an amount equal to the costs of the salary and benefits of three fire captains/fire apparatus engineers and six firefighters/fire apparatus engineer positions. Timing of the contributions will commence 90 days prior to the estimated opening date of the proposed project.

The Tribe has agreed in the MOU to contribute \$50,000 per annum to the County with the purpose of redistribution to the County Department of Behavioral Health Services to be used to supplement the budget for alcohol education and the treatment and prevention of problem gambling and gambling disorders.

The Tribe has agreed in the MOU to contribute \$70,000 per annum to the County to be used for the maintenance, operation and preservation of open space within the Courthouse Park and the Ahwahnee property.

The Tribe has agreed in the MOU to contribute \$100,000 per annum to supplement the County's public protection budget with the purpose of funding additional public safety support or administrative positions.

The Tribe has agreed in the MOU to contribute \$850,000 per annum as a funding mechanism to the County's general fund public facilities budget for recurring distributions to the County in the amount of \$500,000, to the City of Madera in the amount of \$250,000 and to the City of Chowchilla in the amount of \$100,000. According to the MOU, 20 percent of the funds redistributed to the City of Madera will be used to supplement the City of Madera's transportation budget. Also according to the MOU, 20 percent of the funds redistributed to the City of Chowchilla will be used to supplement the City of Chowchilla's public facilities budget and the remainder of the contributions will be used to supplement the public facilities budget of the City of Chowchilla.

Non-Monetary Covenants

As agreed to in the MOU, the Tribe has not requested the County to provide water, wastewater, electricity, natural gas or telecommunication services to the Madera site. Also, according to the MOU, the Tribe has not determined whether it intends to request that the City of Madera provide water or wastewater services to the Madera site; any future arrangements for such would be made solely between the Tribe and the City of Madera. In the event the Tribe develops and constructs its own wastewater treatment system on the Madera site, the Tribe has agreed in the MOU to obtain a National Pollution Discharge Elimination System (NPDES) permit for wastewater discharge as required by the Clean Water Act and construct a tertiary treatment system or similar system.

The Tribe has agreed in the MOU to obtain solid waste services from the County's solid waste service franchisee at the standard terms and rates and shall implement single-stream recycling and green waste diversion.

In the event that the Tribal-State Compact does not contain provisions, the Tribe has agreed in the MOU to minimum gaming age provisions of age 21, the food and beverage handling provisions and the safe drinking water standards of the 1999 model State compact, and the building code and inspection provisions of the June 2004 State compact amendments.

The Tribe has agreed in the MOU to prohibit persons under the age of 21 years from entering and remaining in any area in which gaming activities are being conducted.

The Tribe agreed not to conduct a variety of activities that are not proposed by the Tribe, but were nonetheless important to the County. As agreed in the MOU, the Tribe does not intend to construct a golf course on the Madera site until the earlier of 20 years from the date of the MOU, the date on which the aggregate number of rounds of golf played on the Madera Municipal Golf Course in any

calendar year exceeds 60,000 18-hole equivalent rounds, or the date the Madera Municipal Golf Course is sold or ceases operation.

The Tribe has agreed in the MOU to work in good faith with the Cities and the County to employ qualified residents of the County, with a goal of 50% new hires from residents of the County, to the extent permitted by applicable law. The Tribe has also agreed to provide training programs to assist County residents in becoming qualified for employment. The MOU acknowledges that County employment provisions in no way limit or modify the Tribe's policy of Indian preference in employment.

Mutual Aid Agreements

As agreed to in the MOU and upon the request of the Tribe, the County or its departments would enter into good faith negotiations with the Tribe, and would encourage City and other local or regional public entities to enter into good faith negotiations with the Tribe, to execute and deliver a mutual aid agreement or other arrangements with the Tribe on mutually agreeable terms relating to fire protection, emergency medical, first responder and law enforcement responses. The Tribe also agreed in the MOU that the County would encourage the Cities and other local public entities to enter into good faith negotiations with the Tribe to execute and deliver agreements or arrangements on mutually agreeable terms relating to investigation, jurisdictional or other similar issues.

CITY OF MADERA

A MOU was signed on October 18th, 2006, by and between the City of Madera and the Tribe (**Appendix C**). Under the MOU, the Tribe agrees to provide one-time compensation (non-recurring contributions) to the City to mitigate potential and perceived impacts of the proposed project on the City of Madera. The Tribe also agrees to compensate the City annually (recurring contributions) for potential and perceived impacts of the proposed project on the City of Madera, including those impacts that are not specifically identified in the MOU. According to the MOU, the provisions agreed to within the MOU are sufficient to mitigate possible non-recurring and recurring impacts from the proposed project on the City of Madera, including those impacts which are not specifically identified in the MOU, thereby ensuring the proposed project does not have a detrimental impact on the City or the surrounding community.

According to the MOU, recurring and non-recurring contributions made to the City constitute all of the contributions the Tribe will make to any City of Madera department or agency, including local and regional public entities which are located within, or have jurisdiction within, the boundaries of the City. As agreed to in the MOU, the City of Madera is responsible for distributing the contributions to the appropriate City departments, agencies and/or public entities.

The contributions and other obligations within the MOU are contingent upon the Secretary accepting the trust title to the Madera site, the occurrence of the construction date, the Tribe and the

State entering into a Tribal-State Compact, and in some instances, the occurrence of the opening date.

Non-Recurring Contributions

The Tribe has agreed in the MOU to make non-recurring contributions to the City of Madera in lieu of taxes, fees, charges, cost reimbursements, service fees or other assessments and as a funding mechanism to mitigate potential/perceived impacts from the proposed project. According to the MOU, the dollar amount of each non-recurring contribution is subject to an annual CPI adjustment as of July 1, 2008, and each July 1 thereafter until the date of the contribution.

The Tribe has agreed in the MOU to make a non-recurring contribution for the purpose of supplementing the City's law enforcement budget. The contribution is to be paid 90 days before the estimated opening date, as defined in the MOU. The contribution, totaling \$200,000, is to be used to fund the initial capital costs of providing an additional law enforcement shift. The Tribe and the City have agreed in the MOU that the contribution would mitigate potential impacts of the proposed project on City law enforcement resources.

The Tribe has agreed in the MOU to make a non-recurring contribution for the purpose of supplementing the City's transportation budget. The contribution is to be paid 90 days after the opening date. The contribution, totaling \$885,000, is to be used to fund City's budget for road and transportation system improvements. The Tribe and the City have agreed in the MOU that the contribution would mitigate potential impacts of the proposed project on city transportation system resources.

The Tribe has also agreed in the MOU to make a non-recurring contribution to further supplement the City's transportation budget for the purpose of road maintenance and upgrades. The contribution is to be paid pursuant to an escrow arrangement, but no later than one year after the opening date. The contribution amount shall be equal to the Tribe's proportionate share of improvements, as identified in the final traffic analysis of this EIS (**Appendix M**), but not to exceed \$4,000,000. The funds may, at the City's discretion, be used to pay the actual costs of construction, improvement, equipping and environmental analysis for newly annexed city roads and other transportation resources that the City deems necessary based on traffic studies, and as mutually agreed upon by the Tribe and the City. The Tribe and the City have agreed in the MOU that the contribution would mitigate potential impacts of the proposed project on city resources used for road maintenance and upgrades.

The Tribe has agreed in the MOU to make a non-recurring contribution to be used to supplement the City of Madera's planning budget. The contribution is to be paid 30 days after the construction date, as defined in the MOU. The contribution, totaling \$200,000 is to be used to fund a specific plan update for the vicinity of the Madera Site. The Tribe and the City have agreed in the MOU

that the contribution would encourage orderly growth of planned development in the vicinity of the Madera site.

The Tribe has agreed in the MOU to make a non-recurring contribution (totaling \$2,500,000) to be used to supplement the City of Madera's budget to fund improvements to the irrigation system, water features, and other items of maintenance to the City's golf course. The contribution is to be paid in two equal semi-annual installments beginning one year after the opening date, as defined in the MOU.

The Tribe has agreed in the MOU to make a non-recurring contribution (\$2,000,000) to be used to establish a special fund, the Madera East Side Youth Recreational Fund. The contribution is to be paid in two equal annual installments beginning two years after the opening date. This fund would be used to enhance recreational opportunities for youth and other citizens residing on the east side of the City. As agreed upon in the MOU, the City shall establish a special committee – the Madera East Side Youth Recreational Committee, which will consist of two members designated by the Tribe, two members designated by the City, and one member selected by the other members. The committee shall, by majority vote, determine the appropriate use(s) of the Recreational Fund.

The Tribe has agreed in the MOU to make a non-recurring contribution (\$500,000) to be used to fund a feasibility study to research possible public safety training program(s) for police and fire personnel. The contribution is to be paid in two equal annual installments beginning three years after the opening date.

Recurring Contributions

The Tribe has agreed in the MOU to make recurring contributions in 12 equal monthly installments unless otherwise agreed upon with the first recurring contribution prorated for the applicable period. According to the MOU, the first recurring contribution would occur 30 days after the opening date, unless otherwise specified. The Tribe has agreed in the MOU to make recurring contributions to the City in lieu of any taxes, fees, charges, cost reimbursements, service fees or other assessments of up to \$1,075,000 per annum, as described below. According to the MOU, the dollar amount of each recurring contribution is subject to an annual CPI adjustment as of July 1 following the opening date and each July 1 thereafter.

The Tribe has agreed in the MOU to make a recurring contribution to supplement the City of Madera's law enforcement budget. A one-time contribution totaling \$640,000 will be made to cover the annual salaries and benefits of six new law enforcement officers. Each year thereafter, the Tribe shall make a recurring contribution to the City of Madera in the amount of \$675,000 per annum for salaries, benefits and equipment. The Tribe and the City have agreed in the MOU that the contribution will ensure the proposed project does not have a detrimental impact on the City and surrounding community.

The Tribe has agreed in the MOU to make a recurring contribution to supplement the City of Madera's reinvestment fund. A recurring contribution of \$100,000 will be made annually, and is to be used for efforts to preserve the character and economic vitality of the City's downtown area.

The Tribe has agreed in the MOU to make a recurring contribution of \$50,000 to be used to support extension of the City bus system to the Madera site. The Tribe and the City have agreed in the MOU that the contribution will mitigate potential impacts of the proposed project on the City of Madera and surrounding region's air quality.

The Tribe has agreed in the MOU to make a recurring contribution to supplement the City of Madera's general fund. A recurring contribution of \$250,000 is to be made annually. The Tribe and the City have agreed in the MOU that the contribution will mitigate possible unknown general fiscal impacts of the proposed project on the City.

As noted above, the Tribe has agreed in the County MOU to contribute \$250,000 per year to the City of Madera's general fund. The City MOU allows the Tribe to deduct the amount that the City receives from the County pursuant to the County MOU.

Non-Monetary Covenants

As agreed to in the MOU, the Tribe has not requested the City of Madera to provide, and the City does not commit itself to provide, water, wastewater, electricity, natural gas or telecommunications services to the Madera site. Also, according to the MOU, the Tribe has not determined whether or not to request that the City of Madera provide water or wastewater service to the Madera site; any future arrangements would be made between the Tribe and City of Madera. In the event the Tribe develops and constructs its own wastewater treatment system on the Madera site, the Tribe has agreed in the MOU to obtain a NPDES permit for wastewater discharge as required by the Clean Water Act and construct a tertiary treatment system or similar system. To the extent feasible and commercially reasonable, the Tribe agrees to incorporate measures to minimize wastewater flows and use recycled water.

The Tribe has agreed in the MOU to work in good faith with the City to employ qualified residents at the proposed casino/hotel resort, with a goal of 33% new hires from residents of the City, to the extent permitted by applicable law. The Tribe has also agreed to provide training programs to assist City residents in becoming qualified for employment. The MOU acknowledges that City employment provisions in no way limit or modify the Tribe's policy of Indian preference in employment.

Mutual Aid Agreements

As agreed to in the MOU and upon the request of the Tribe, the City or its departments would enter into good faith negotiations with the Tribe to execute and deliver a mutual aid agreement or other arrangements with the Tribe on mutually agreeable terms relating to fire protection, emergency medical, first responder and law enforcement responses. The parties also agree in the MOU that the City would enter into good faith negotiations with the Tribe to execute and deliver agreements or arrangements on mutually agreeable terms relating to investigation, jurisdictional or other similar issues.

MADERA IRRIGATION DISTRICT

A MOU was signed on December 19th, 2006, by and between the Madera Irrigation District (MID) and the Tribe (**Appendix C**). Under the MOU, the Tribe agrees to compensate MID annually (recurring contributions) for potential and perceived impacts of the proposed project on MID and for aquifer recharge purposes. The Tribe also agrees to various measures aimed at minimizing impacts to water resources and preserving and promoting agricultural land uses. The contributions and other obligations within the MOU are contingent upon the Secretary accepting the trust title to the Madera site and the occurrence of the opening date.

Recurring Contributions

The Tribe has agreed in the MOU to make annual recurring contributions of \$11,500 in lieu of any stand by or other fees, assessments, and taxes to MID related to the Madera site. According to the MOU, the first recurring contribution would occur 30 days after the transfer of the Madera site into trust for the Tribe. According to the MOU, the dollar amount of each recurring contribution is subject to an annual CPI adjustment as of July 1 following the opening date and each July 1 thereafter.

The Tribe has also agreed in the MOU to make annual recurring contributions of \$36,000 in order to mitigate potential impacts of the proposed project on the groundwater basin by contributing to MID groundwater recharge efforts. Both parties agree that the amount of this contribution is sufficient to compensate MID to provide recharge for up to 450 acre feet of annual water usage on the Madera site. According to the MOU, the dollar amount of each recurring contribution is subject to an annual CPI adjustment as of July 1 following the opening date and each July 1 thereafter. The Tribe further agrees to monitor and its water usage and report water usage to MID annually. Should annual water usage by the Tribe exceed 450 acre feet, within 30 days of MID's notification of the exceedance, the Tribe agrees to ensure additional the difference between the actual water usage and 450 acre feet is recharged in the MID groundwater recharge system.

Non-Monetary Covenants

If an on-site WWTP is utilized, the Tribe agrees that it will be an immersed membrane bioreactor system, or a similar system to provide tertiary-treated water for reuse or disposal. The Tribe

further agrees that the treated effluent will comply with California Department of Health Services' regulations under Title 22, Division 4, Chapter 3 of the California Administrative Code and the Regional Water Quality Control Board Basin Plan. The Tribe also agrees to incorporate measures to minimize wastewater flows and to use reclaimed water for purposes such as toilet flushing and landscape irrigation. Should surplus reclaimed water be available, the Tribe agrees to make this water available for purchase by MID. Finally, the Tribe agrees to consult with MID before disposing of any remaining treated effluent that is not reclaimed or purchased by MID and to take whatever mutually agreeable actions are necessary to mitigate any identified impacts to MID's operations from the disposal.

In the MOU, the Tribe "recognizes the importance of agriculture to the economy of Madera County and supports the operation of properly conducted agricultural operations within the County of Madera." The Tribe further "acknowledges the possible inconvenience or discomfort arising from such operations, including, but not limited to, noise, odors, fumes, dust, smoke, insects, operation of machinery (including aircraft) during any 24 hour period, storage and disposal of manure, and the application by spraying or otherwise of chemical fertilizers, soil amendments, herbicides and pesticides." The Tribe agrees to "accept such inconveniences or discomfort as a normal and necessary aspect of operating the Project in a County where agriculture is the primary economic engine and recognizes the right of farms and agricultural operations located near the Facility to engage in agricultural activities for commercial purposes in a manner consistent with proper and accepted customs and standards without incurring liability for nuisance as set forth under California Civil Code Section 3482.5." The Tribe further notes that it has no "jurisdiction, intent, or inherent sovereign powers" to interfere with the right to farm.

In addition to preserving the right to farm, the Tribe agrees to promote local agriculture by establishing arrangements with local providers for the sale and purchase of local agricultural products and establishing an agricultural demonstration project for educational purposes on the Madera site. In order to "facilitate a constructive and mutually beneficial relationship between the Tribe and the local agricultural community" the Tribe and MID agree to establish an advisory committee to advise the Tribe in the development and implementation of the Tribe's efforts to promote agriculture. The committee would be composed of at least one representative of MID and one of the Tribe and could be expanded upon the mutual agreement of the Tribe and MID to include representatives from interested agencies and organizations with expertise in agricultural production, commerce, or education, such as the Madera County Farm Bureau.

In the MOU the Tribe recognizes MID's existing easements, rights of way, and rights to maintain and operate its irrigation canals and pipelines, which encumber portions of the Madera site. The MOU notes that the fee-to-trust transfer would not impact MID's right with respect to the encumbrances since they run with the land.

The Tribe retains the right to request renegotiation of the MOU's terms if there is a change in circumstances that results in a permanent and significant reduction (a reduction of at least 30 percent) in the amount of water consumed on the Madera site. MID retains the right to request renegotiation of the MOU's terms in the event the annual water usage exceeds 525 acre feet.

TRIBAL LABOR AGREEMENTS

On September 6, 2005, the Tribe entered into an agreement with the Fresno, Madera, Kings and Tulare Counties Building and Construction Trades Council and its affiliated local unions to establish provisions for construction employees hired by the Tribe. Under the agreement, the Tribe would exercise control over the development site and retain overall authority for the construction of the casino, hotel, and related amenities. The agreement covers, "all on-site construction, alteration, painting or repair of buildings, structures and other works and related activities for the project which is within the craft jurisdiction of one of the Unions and which is directly or indirectly part of the project" (Project Labor Agreement, 2005). This agreement is applicable to all manual labor employees hired during the construction phase of the development of the casino/hotel project on the Madera site. A copy of this agreement is provided in **Appendix C**.

Similarly, on January 31, 2006, the Tribe entered into a Memorandum of Agreement (MOA) with the Union of Needletrades, Industrial and Textile Employees (UNITE) and Hotel Employees and Restaurant Employees (H.E.R.E.) International Union (UNITE HERE), AFL-CIO. The agreement establishes terms and conditions that the Tribe shall comply with regarding the unionization of future eligible employees hired during the operation of the proposed development. The purpose of this agreement is to provide that casino and hotel employees have the ability to exercise their rights under the Tribal Labor Relations Ordinance, which shall be adopted by the Tribe and is similar to Tribal Labor Relations Ordinances (Exhibit D of **Appendix Y**) attached to Compacts between the state and certain tribes in California (MOA, 2006). This agreement is only applicable to casino and hotel employees for the alternatives proposed on the Madera site. Additionally, the Tribe has agreed to a "Card Check Recognition Procedure" to validate the status of eligible employees as Union members. These agreements are also provided in **Appendix C**.

2.2.11 TRIBAL-STATE COMPACT

IGRA requires that a Tribal-State Compact (Compact) be established prior to initiation of Class III gaming on tribal lands (25 U.S.C. § 2710(d)(3)(A)). The Compact between the North Fork Band of Mono Indians and the State of California has been signed by the Governor, but has not yet been ratified by the Legislature (**Appendix X**). Once ratified, the Compact will be a legally binding government-to-government contract that describes the terms and conditions for conducting gaming. The Compact states, "this Compact protects the interests of the Tribe and its members, the surrounding community, and the California public, and will promote and secure long-term stability, mutual respect, and mutual benefits."

In addition to the terms in the Compact providing for revenue sharing with the State, the Tribe has agreed to revenue sharing for the Wiyot Tribe. Thus, the related Wiyot Compact is also included within **Appendix X**. It provides compensation for the Wiyot Tribe (in the form of revenue sharing from the North Fork Tribe) for its decision to forgo gaming on its environmentally sensitive tribal reservation land adjacent to the Humboldt Bay National Wildlife Refuge.

Table 2-2 provides an outline of the terms of the Compact.

TABLE 2-2
TRIBAL-STATE COMPACT

Category	Summary of Agreement Terms	Location in Compact Article Section
Gaming Authorization:		
	Authorization to engage in specific Class III gaming.	3.1
	The Tribe is entitled to operate 2000 Gaming Devices, with additional 500 machines allowed if a new MOU is negotiated between Tribe and Madera County.	4.1 , 11.8.9
	In the event the Secretary of Interior makes the determination that a casino on the Madera site would be in the best interest of the Tribe and the not detrimental to the surrounding community, the Governor anticipates concurring in that determination as long as; <ul style="list-style-type: none"> • Madera County Board of Supervisors has approved the casino's location, and • The affected local community's support for the casino has been demonstrated to the satisfaction of the Governor pursuant to a telephone survey. 	4.2
	The Tribe shall comply with an adopted Gaming Ordinance approved by the IGRA, with all rules, regulations, procedures, specifications, and standards adopted by the NIGC, Tribal Gaming Agency, and the provisions of this Compact. A copy of this Tribal Gaming Ordinance shall be sent to the California Gambling Control Commission.	6.1
	The Tribal Gaming Agency shall investigate any reported violation of this Compact and require the Tribe to correct the reported violation to the extent deemed necessary. Violations must be reported to the California Gambling Control Commission and the Division of Gambling Control within the California Department of Justice within ten days.	8.1
	The State Gaming Agency has the right to inspect the gaming facility, and all gaming operation or facility records relating to Class III gaming. Inspections of the gaming facility may occur at any time during regular business hours without prior notice.	8.3
	The State Gaming Agency may adopt regulations to supplement Tribal Gaming Agency regulations or to replace Tribal Gaming Agency regulations (for certain sections of the compact only) if it determines the Tribe's rules are ineffective. In circumstances that present an imminent threat to public health or safety, the State Gaming Agency may adopt a regulation that becomes effective immediately regardless of whether the Tribe's rule is deemed ineffective	9.6
	The Tribal-State Gaming Compact is in effect for State law purposes until December 31, 2028. No sooner than 18 months prior to the termination date, either party may request to enter into negotiations to extend this compact or enter into a new compact. Either party may bring an action in federal or state court for declaration that the other party has materially breached the compact	14.2 (a)(b)
	If the Tribal-State Gaming Compact does not take effect by December 31, 2010, or does not receive final federal and State approval necessary to make the land eligible for Class III gaming by that date, the Compact shall be deemed null and void unless the Tribe and the State agree to extend the date.	14.2 (c)(d)
	<u>The Tribe shall comply with standards that are no less stringent than those contained in the Minimum Internal Control Standards of the NIGC</u>	<u>9.1</u>
Tribal Responsibility:		
	Before the commencement of any Project, the Tribe shall cause to be prepared a tribal environmental impact report (TEIR), analyzing the potentially significant off-reservation impacts. Upon commencement of the draft TEIR, the Tribe shall issue a Notice of Preparation and Notice of Completion to the State Clearinghouse and	11.8.1, 11.8.2 , 11.8.3

	the to County for distribution to the public	
	The Tribe shall prepare, certify and make available to the County, the State Clearinghouse, and the State Gaming Agency at least 55 days before the completion of negotiations pursuant to section 11.8.7 a Final TEIR.	11.8.4
	<p>The Tribal Gaming Agency shall promulgate rules and regulations to enforce the terms of the Compact, of IGRA, of the NIGC regulations, and of the Tribal Gaming Ordinance and to protect the integrity of the gaming activities and operation. The rules shall include:</p> <ul style="list-style-type: none"> • Enforcement of relevant laws; • Physical safety of patrons and employees; • Safeguarding of assets; • Prevention of illegal activity within the gaming facility or with regard to the gaming operation; • Maintenance of a closed circuit television surveillance system consistent with industry standards for gaming facilities of the type and scale operated by the Tribe; • The recording of all occurrences within the gaming facility that deviate from all normal operating policies and procedures. The tribe must provide incident reports to the State describing these occurrences; • Establishment of employee procedures designed to prevent theft, cheating, fraud, etc.; • Maintain a list of persons barred from the gaming facility that pose a threat to the integrity of the gaming activities – the list will be regularly transmitted to the state and also given to the state at any time upon request; • The conduct of financial audits; • Rules, regulations, procedures, and odds of winning for each Class III game; • Specifications and standards to ensure that the method of play, odds, and payoff determinations are visibly displayed or available in writing; • Maintenance of a cashier's cage; • Specification of minimum staff and supervisory requirements, and • Technical standards and specs as required by the Compact. 	9.1
	The Tribe shall conduct its Gaming Activities pursuant to an internal control system that implements minimum internal control standards for Class II Gaming that are no less stringent than those contained in the Minimum Internal Control Standards of the NIGC (25 C.F.R. Part 542). Furthermore, the Tribe shall hire an independent certified public accountant at least annually to verify that the gaming operation is in compliance with the minimum internal control standards – the accountant's report shall be provided to the State.	9.1.1
	The Tribe shall take all reasonable steps to ensure that members of the Tribal Gaming Agency are free from corruption, undue influence, compromise, and conflicting interests in the conduct of their duties under this Compact.	9.5
	<p>The Tribal Gaming Agency shall promulgate regulations governing patron disputes over the play/operation/payout from any gaming activity. These regulations must meet certain listed minimum standards, including:</p> <ul style="list-style-type: none"> • A system for receiving, investigating and resolving complaints, ultimately leading to potential arbitration in some cases. 	10.0
	The Tribe shall not conduct Class III Gaming in a manner that endangers the public health, safety, or welfare (but nothing shall be construed to prevent the Tribe from allowing smoking).	12.1
	The Tribe shall comply with provisions of the Bank Secrecy Act, P.L. 91-508, October 26, 1970, 31 U.S.C. § 5311-5314, as amended, and all reporting requirements of the Internal Revenue Service, insofar as such provisions and reporting requirement are applicable to gambling establishments.	12.3 (j)
Revenue Contribution:		
	<p>The Tribe shall pay to the State of California, on a quarterly basis, the following percentages of net win (total amount wagered minus some costs and payouts):</p> <ul style="list-style-type: none"> • \$0-100 million – 13.5% • \$100-200 million – 18% • Over \$200 million – 22% 	4.3.3 (a)
	<p>The Tribe may deduct from the quarterly payments:</p> <ul style="list-style-type: none"> • Payments made by the Tribe pursuant to the County MOU up to \$4,035,000 annually, as adjusted by the consumer price index, and • Payments made by the Tribe pursuant to an intergovernmental agreement with Caltrans to mitigate off-reservation traffic impacts, provided that each quarterly deduction cannot exceed 2.5% of the quarterly net win. 	4.3.3 (c)
	The Tribe shall prepare a Quarterly Net Payment Report (certifying net win,	4.3.3(d)

	payments, and deductions) and submit it to the State with each quarterly payment.	
	The Tribe shall contract with an independent auditing firm to conduct an annual audit to be sent to the State. The State Gaming Agency may additionally audit Tribal net win and deduction calculations. If said audits reveal inaccuracies, the Tribe must immediately pay the amount of the resulting deficiency, or face potential injunctive relief.	4.3.3 (e)(f)
	The Tribe expressly consents to be sued in state or federal court and waives its right to assert sovereign immunity against the State of California in any such material breach of the contract.	4.3.3 (g)
Revenue Sharing with Non-Gaming Tribes:		
	The Tribe shall pay into the "Revenue Sharing Trust Fund for the Benefit of The Wiyot Tribe", on a quarterly basis the following percentages of net win: <ul style="list-style-type: none"> • \$0 -100 million – 2.5% • \$100-200 million – 3% • Over \$200 million – 3.5% If the Tribal-State Compact between the State of California and The Wiyot Tribe is invalidated, the Tribe shall pay up to \$1,000,000 of these funds to the "Revenue Sharing Trust Fund", with the remainder going to the State. Quarterly and annual reports and audits are required similar to those pursuant to the revenue contributions to the State (Compact Section 4.3.3).	5.2
	After the 6 th year of gaming operation of the casino, the Tribe shall pay the "Revenue Sharing Trust Fund" (for non-gaming and non-compact tribes) on a quarterly basis the following annual fees: <ul style="list-style-type: none"> • Year 6 - \$200,000 • Year 7 - \$300,000 • Year 8 - \$400,000 • Year 9 - \$500,000 • Year 10 - \$750,000 • Year 11 and each succeeding year until 2028 - \$1,100,000 	5.3
Tribal Ownership and Control of Gaming Operation:		
	The Gaming Operations authorized under this Tribal-State Compact, shall be owned solely by the Tribe.	6.2
Prohibitions:		
	The Tribe shall prohibit persons under the age of 21 from being present in any area where gaming operations are occurring, unless the person is en route to a non-gaming area.	6.3 (a)
	The Tribe shall prohibit the sale, consumption, and possession of alcoholic beverages to any persons under the age of twenty-one (21), and shall prohibit the presence of other under 21 in any room or area where alcoholic beverages may be consumed, except to the extent permitted by the State Department of Alcoholic Beverage Control.	6.3 (b)
	Possession of firearms in the gaming facility is prohibited except for law enforcement personnel.	12.9
	The Tribe shall adopt and comply with State laws prohibiting a gambling enterprise from cashing any check drawn against a federal, state, county, or city fund, including but not limited to, Social Security, unemployment insurance, disability payments, or public assistance payments.	12.3 (g)
	The Tribe shall adopt and comply with State laws, if any, prohibiting a gambling or other enterprise from providing, allowing, contracting to provide, or arranging to provide alcoholic beverages, food, or lodging for no charge or at reduced prices as incentive or enticement.	12.3 (h)
	The Tribe shall adopt and comply with State laws, if any, prohibiting extensions of credit.	12.3 (i)
Design and Building Requirements:		
	The construction, expansion, improvement, or maintenance of the gaming facility shall meet or exceed the California Building Code and California Public Safety Code applicable to Madera County (CA Code of Regulations Title 19 and 24).	6.4.2 (a)
	The Tribe shall hire qualified plan checkers, review firms, and project inspectors to check consistency with applicable codes in any instance where a permit would normally be required. The State will be notified of any failure to comply.	6.4.2 (b)
	The Tribe shall provide the State Designated Agency with appropriate construction planning calculations, plans, and specifications within 15 days of the final plan check. Any additional changes within the Design and Building Plans must be sent to appropriate State Agency for review.	6.4.2 (c)

	The Tribe shall ensure the gaming facility meets all CA Code Title 19 fire suppression and fire/life safety requirements. Prior to occupancy and biennially thereafter the casino shall be inspected by an independent expert to certify that the casino meets a reasonable standard of fire and life safety. The State can have a representative present during these inspections. The Tribe shall correct any deficiencies identified – failure to do so could result in closure of the affected portion of the facility until corrected.	6.4.2 (h)
Emergency Services:		
	The Tribe shall make reasonable provisions for adequate emergency fire, medical, and related relief and disaster services for patrons and employees of the Gaming Facility.	12.7
Problem Gambling:		
	The Tribe shall establish a program to mitigate pathological and problem gambling by implementing the following measures: <ul style="list-style-type: none"> • Train supervisors/employees to identify and manage problem gambling; • Make educational and information materials on problem gambling (including a toll free help line number and other info on where to find assistance) available to patrons at conspicuous locations and ATMs in the gaming facility; • Establish self exclusion programs where a problem gambler may request the halt of promotional mailings, the revocation of privileges for casino services, the denial or restraint on the issuance of credit and check cashing services, and the exclusion from the gaming facility; • Establish an involuntary exclusion program to patrons that have exhibited signs of problem gambling; • Make diligent efforts to prevent underage individuals from loitering in the area where gaming activities take place; • Ensure that advertising/marketing contains a not false/misleading claims, contains a responsible gambling message and a toll-free help line number (where practical); and • Adopt a code of conduct derived from that of the American Gaming Association that addresses responsible gambling and responsible advertising 	9.2
Civil and Criminal Jurisdiction:		
	All State and local law enforcement agencies and State courts shall exercise jurisdiction to enforce the State's criminal laws within the site, to the fullest extent permitted by Public Law 280.	9.4
Health, Safety, and Labor Standards		
	The Tribe agrees to provide a non-smoking area in the Gaming Facility and to utilize a ventilation system throughout the Gaming Facility that exhausts tobacco smoke to the extent reasonably feasible under existing state-of-the-art technology, and further agrees not to offer or sell tobacco to anyone under eighteen (18) years of age.	12.2
	The Tribe shall adopt and comply with State public health standards for food and beverage handling, including inspections of services by health inspectors. Any report or other writing by said State, County, city or federal health inspectors shall be transmitted within twenty-four (24) hours to the State Gaming Agency and the Tribal Gaming Agency.	12.3 (a)
	The Tribe shall adopt and comply with federal water quality and safe drinking water standards applicable in California.	12.3 (b)
	The Tribe shall adopt and comply with federal and State workplace and occupational health and safety standards.	12.3 (d)
	Adopt and comply with tribal codes to the extent consistent with the provisions of this Compact and other applicable federal law regarding public health and safety.	12.3 (e)
	The Tribe shall adopt and comply with standards no less stringent than federal laws and state laws forbidding harassment, including sexual harassment, in the workplace, forbidding employers from discrimination in connection with the employment of persons to work or working for the Gaming Operation or in the Gaming Facility on the basis of race, color, religion, ancestry, national origin, gender, marital status, medical condition, sexual orientation, age, or disability.	12.3 (f)
	The Tribe shall adopt and comply with standards no less stringent than the standards of the Fair Labor Standards Act	12.3 (k)

	The Tribe shall maintain commercial general liability insurance consistent with industry standards for non-tribal casinos providing coverage of at least \$10,000,000 per occurrence for bodily injury, personal injury, and property damage. The Tribe shall waive its right to assert its sovereign immunity up to the limits of the policy provided that nothing requires the Tribe to agree to liability for punitive damage.	12.5 (a)
	California tort law will apply to all claims of bodily injury, property damage, or property damage for all claims related to operation of the casino. The Tribe will consent to binding arbitration.	12.5 (b)(d)
	The Tribe will participate in the State's workers' compensation program with respect to employees employed at the Gaming Facility. The Tribe consents to the jurisdiction of the Workers' Compensation Appeals Board and State courts for purposes of enforcement.	12.6 (a)
	The Tribe will participate in the State's program for providing unemployment compensation benefits and unemployment compensation disability benefits, including compliance with the California Unemployment Insurance Code and consents to the jurisdiction of the State agencies charged with enforcement of that Code and state courts.	12.6 (b)
	The Tribe shall withhold all taxes due to the State as provided in the California Unemployment Insurance Code and the Revenue and Taxation Code and forward those to the State.	12.6 (c)
	The Tribe shall comply with certain State earning withholding orders.	12.6 (d)
	Tribal labor relations ordinance must be adopted prior to Gaming Facility operation (see Ordinance below).	12.10
	Every Gaming Employee shall obtain a valid tribal gaming license and if applicable a State Gaming Agency determination of suitability.	6.4.3 (a, b, c)
	The Tribe shall not employ, or continue to employ, a person denied a determination of suitability by the State Gaming Agency.	6.4.3 (d)
	The Tribe shall adopt and comply with standards no less stringent than the standards of the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., and the United States Department of Labor regulations implementing the Fair Labor Standards Act.	12.3 (k)
Intergovernmental Agreement:		
	Before the commencement of the project and no later than the issuance of the Final TEIR to the State Gaming Agency, the Tribe shall negotiate with the County to produce an enforceable written agreement with respect to the following matters: <ul style="list-style-type: none"> • Timely mitigation of any Significant Effect on the Off-Reservation Environment; • Compensation for law enforcement, fire protection, emergency medical services and any other public services to be provided by the County and its special districts. • Reasonable compensation for programs designed to address gambling addiction; • Mitigation of any effect on public safety attributable to the Project, including any compensation to the County as a consequence thereof. 	11.8.7 (a)
	Before the commencement of the project and no later than the issuance of the Final TEIR to the State Gaming Agency, the Tribe shall negotiate with the State Department of Transportation or the State Designated Agency (if one is designated) to create an enforceable written agreement to pay its fair share to timely mitigate the off-reservation traffic impacts to the State highway system and facilities where such impacts are attributable.	11.8.7 (c)
	The Tribe is not required to enter into any other intergovernmental agreements with a local governmental entity other than those set forth within this compact.	11.8.7 (d)
	If the Intergovernmental Agreement with the County is not entered within 55 days of the submission of the Final TEIR (or later if both parties agree), either party may demand binding arbitration	11.8.8
	The MOU negotiated with the County constitutes an Intergovernmental Agreement within the meaning of 11.8.7 but only if: <ul style="list-style-type: none"> • The initial building in which gaming activities and related hotel and restaurant facilities are located has a footprint of no more than 280,000 square feet and • The Tribe operates no more than 2,000 gaming devices (slot machines) 	11.8.9
Tribal Labor Relations Ordinance (Exhibit D)		
	Eligible employees shall have the right to self-organization, to form, to join, or assist employee organizations, to bargain collectively, and to engage in other concerted activities for the purpose of mutual aid or protection, including picketing and leafleting adjacent to the casino.	Exhibit D-Section 4
	It shall be deemed an unfair labor practice for the Tribe to:	Exhibit D-

	<ul style="list-style-type: none"> • Interfere with, restrain, or coerce eligible employees in the exercise of their rights, • Dominate or interfere with the formation or administration of any labor organization, • Discriminate against an employee because s/he has filed charges or given testimony under the ordinance, and • Refuse to bargain collectively. 	Section 5
	Access shall be granted to the labor organization for the purpose of organizing eligible employees provided that such activity doesn't interfere with patronage at the Facility.	Exhibit D-Section 8 (a)
Source: Tribal-State Compact (Appendix X).		

2.3 ALTERNATIVE B – REDUCED INTENSITY

Alternative B consists of a smaller-scale version of Alternative A, but without hotel or pool components. **Table 2-3** shows the breakdown of proposed uses with associated square footages for the proposed casino resort described as Alternative B. **Figure 2-10** shows the site plan for the proposed casino, including supporting facilities. The design of the casino would be very similar to that shown in **Figures 2-1** and **2-2**. The only difference would be the smaller scale of Alternative B, approximately 40 percent of the total square footage of the proposed project described as Alternative A.

Approximately 879 full-time employees and 139 part-time employees (or 962 full-time equivalents) are expected under Alternative B. Except for provisions related to revenues, Tribal-State Compact (or Secretarial procedures) requirements are not expected to differ from those of Alternative A. The opening date for the Alternative B casino resort is anticipated to be 2010. The Alternative B casino resort would be designed to incorporate fire protection features similar to those of Alternative A and consistent with the California Building Code. Vegetation in and around the developed areas would be irrigated and landscaped for aesthetic and fire protection values.

2.3.1 MANAGEMENT CONTRACT

Alternative B would require NIGC approval of a management contract between the Tribe and SC Madera Management, LLC before gaming could take place on the Madera site, as with Alternative A. In order to approve a contract, the NIGC must determine that the contract will not violate the law and that the contract meets certain requirements relating to term, management company payment, and protection of tribal authority. The NIGC also conducts extensive background checks of the management company's key personnel.

2.3.2 CASINO

The casino proposed as Alternative B would consist of a mixture of uses including a primary gaming area, a high-limit gaming area, a small retail area, and administrative facilities. Food and beverage facilities would be included in the casino, including a buffet, four bars, a food court, and three restaurants. The casino complex would also include entertainment facilities.

The casino gaming floor would encompass an area of 55,000 square feet. There are 17,000 square feet of circulation area proposed in association with the casino floor, along with approximately 2,000 square feet of high-limit gaming. There are 5,785 square feet of cage space proposed for the casino. Several restrooms and vestibules are also proposed in association with the casino complex, with a combined square footage of approximately 9,500 square feet.

Alcohol would be served throughout the casino including the gaming floor. Accordingly patrons would be required to be 21 years old or over. The Tribe would adopt a “Responsible Alcoholic Beverage Policy” that would include but not be limited to checking identification of patrons and refusing service to those who have had enough to drink. Smoking would be permitted within the casino, however; no-smoking sections would be provided.

2.3.3 PARKING

A total of 3,200 parking spaces would be provided to serve the patrons and employees of the Alternative B casino and supporting facilities. A multi-level parking structure would provide 2,000 parking spaces and would be located on the southern side of the casino. The remaining 1,200 parking spaces would be included as surface parking.

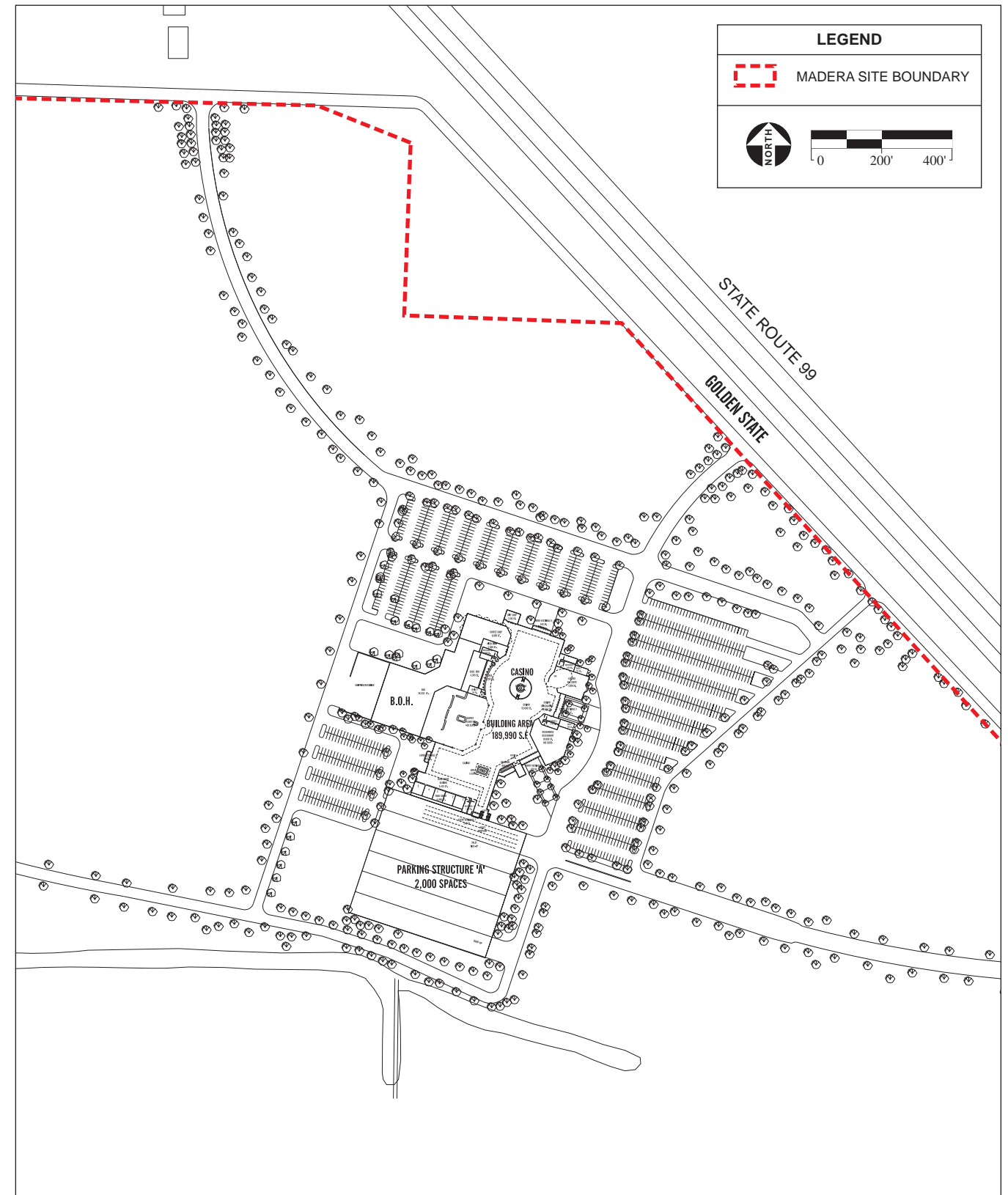
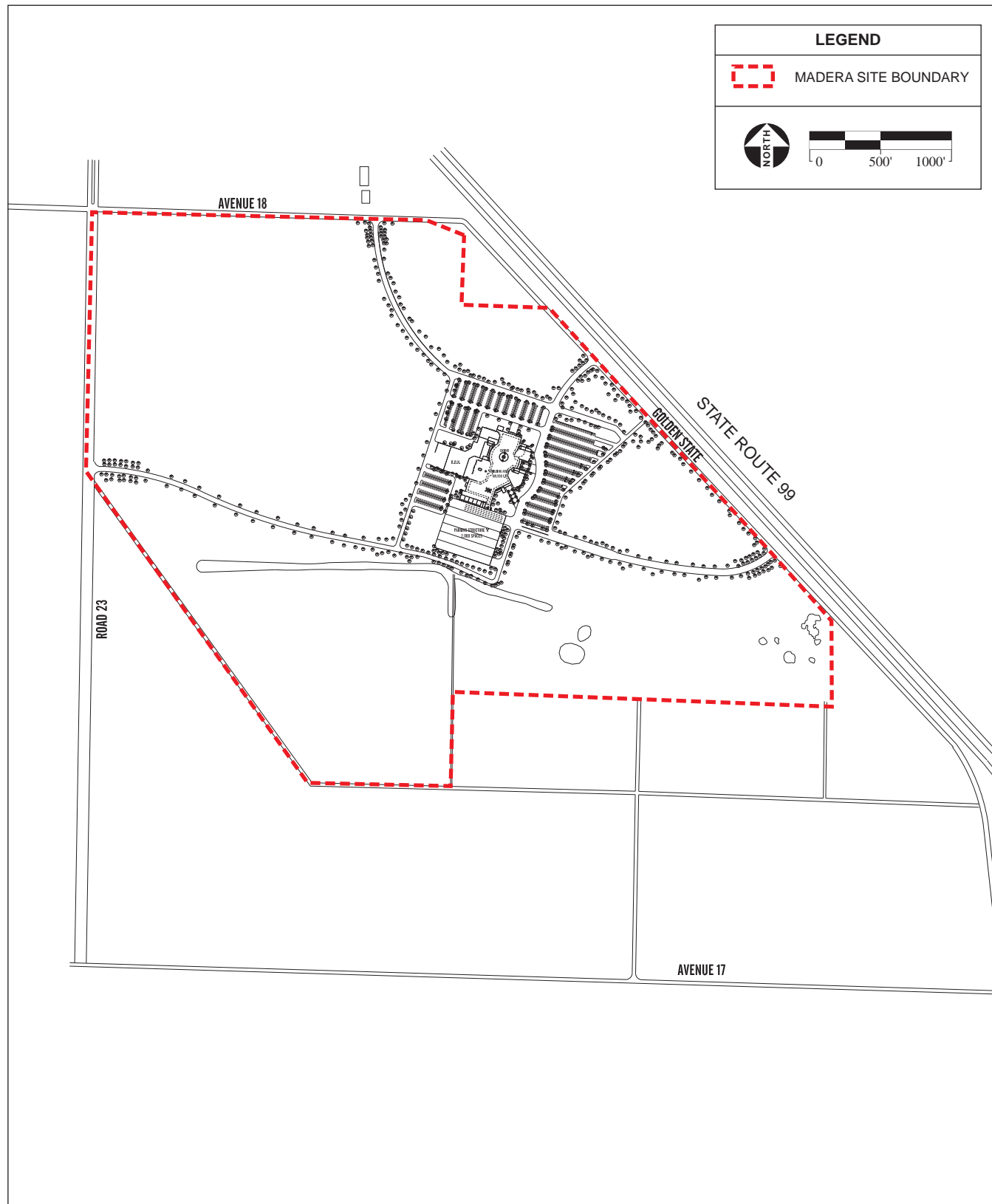
2.3.4 CONSTRUCTION AND GRADING

Alternative B would be constructed after the Madera site has been placed into Federal trust. Construction would take approximately one year and would involve earthwork; placement of concrete foundations; steel, wood, and concrete structural framing; masonry, electrical and mechanical work; building and site finishing; and paving, among other construction activities. The construction cost for Alternative B would be approximately \$212 million.

The Grading and Drainage Plan (**Appendix K**) incorporates fill to elevate the finished floor of the proposed public buildings approximately five feet above the FEMA 100-year floodplain. It is estimated that 150,000 cubic yards of earthwork would be required for Alternative B. It is anticipated that on-site grading would balance because soils excavated from the detention basins (see **Section 2.3.6**) would be sufficient to raise the proposed public buildings approximately five feet above the 100-year floodplain. A preliminary grading plan for Alternative B is included as **Figure 2-11**.

2.3.5 DRAINAGE

A Drainage Plan has been prepared for Alternative B (**Appendix K**) to manage surface water flow and prevent downstream impacts. The development of Alternative B would include several storm drainage improvements. Roof leaders would be connected directly to a below-ground pipe system, and parking lots would be constructed with a 1 percent minimum slope and 5 percent maximum slope toward the inlets.



Inlets would be placed at appropriate intervals to capture stormwater runoff and convey it to the grassy swales that surround the site. The grassy swales would accommodate overland drainage to allow the site to drain under overflow conditions. The overland drainage release would be around the perimeter of the site (**Figure 2-12**). The grassy swales would

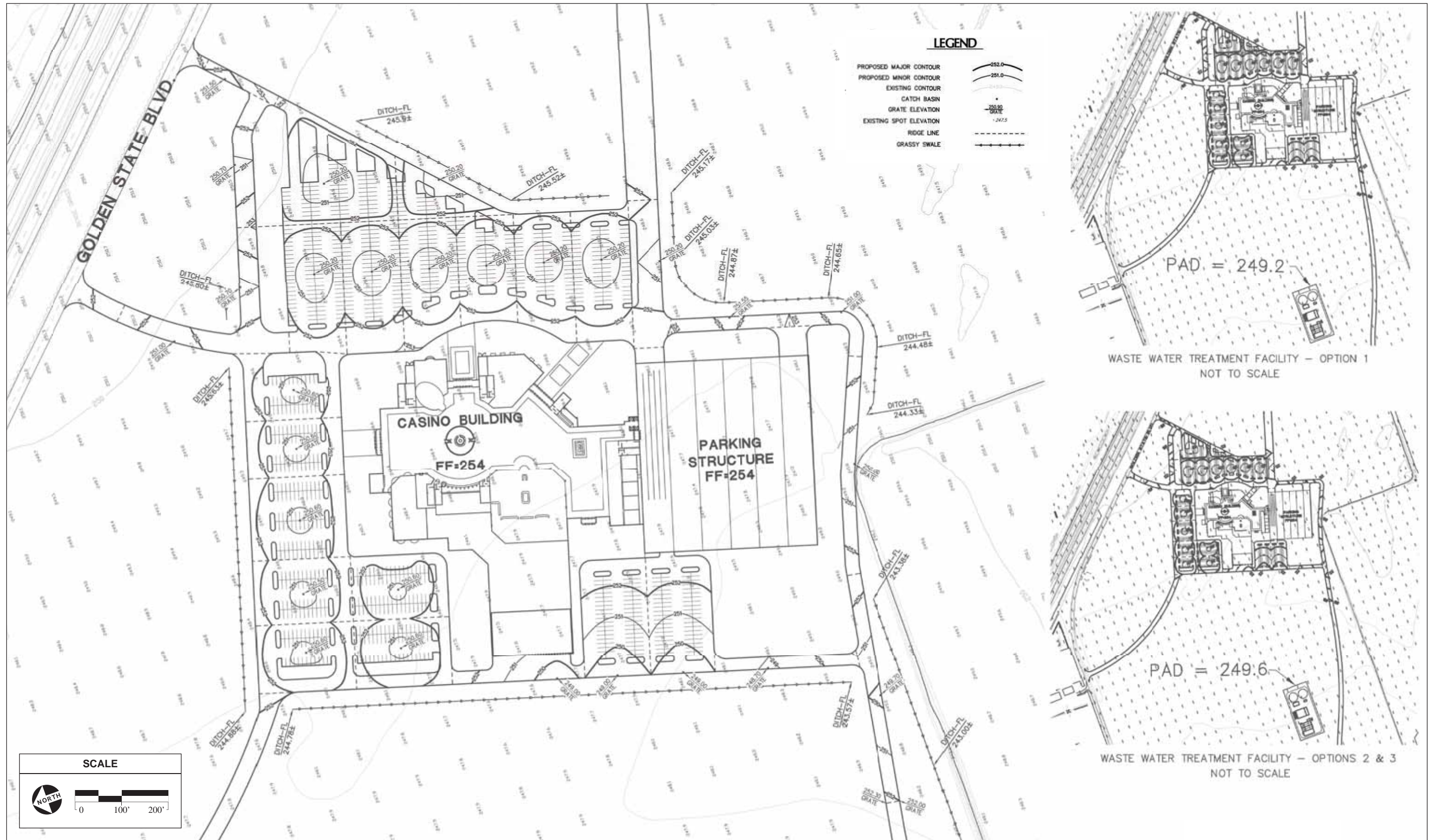
TABLE 2-3
ALTERNATIVE B – REDUCED INTENSITY COMPONENTS

Area	Seats/Rooms/Parking Spaces	Square Footage
CASINO & ENTERTAINMENT		
Casino		
Casino Gaming		55,000
Casino Circulation		17,000
High Limit Gaming		2,000
Entry Vestibules (5 total)		3,395
Restrooms (4 total)		6,085
Rewards Center		990
Cage		5,758
Back of House		
Back of House		36,320
Loading Docks		1,505
Retail		
Gift Shop		1,185
Food & Beverage		
Buffet	400	18,830
Bars (2 total)		4,050
Service Bars (2 total)		1,710
Coffee Shop	225	8,800
Steakhouse	180	10,000
Food Court (5 tenants)	175	10,365
Entertainment		
Lounge	350	7,000
Total Casino & Entertainment Square Footage		189,990
CENTRAL PLANT		9,000
ALTERNATIVE B TOTAL SQUARE FOOTAGE		198,990
PARKING		
Surface Parking Spaces	1,200	
Parking Structure Spaced	2,000	
Alternative B Total Parking Spaces		3,200

NOTE: All figures are approximate.

SOURCE: Friedmutter Group, 2005; AES, 2005.

convey the stormwater to a series of stormwater detention basins (**Figures 2-5 and 2-6**). A total of 105 acre-feet of storage would be provided in the stormwater detention system to account for the increase in runoff created by increased impervious surfaces and encroachment of fill into the floodplain. The detention system would be identical to that proposed for Alternative A.



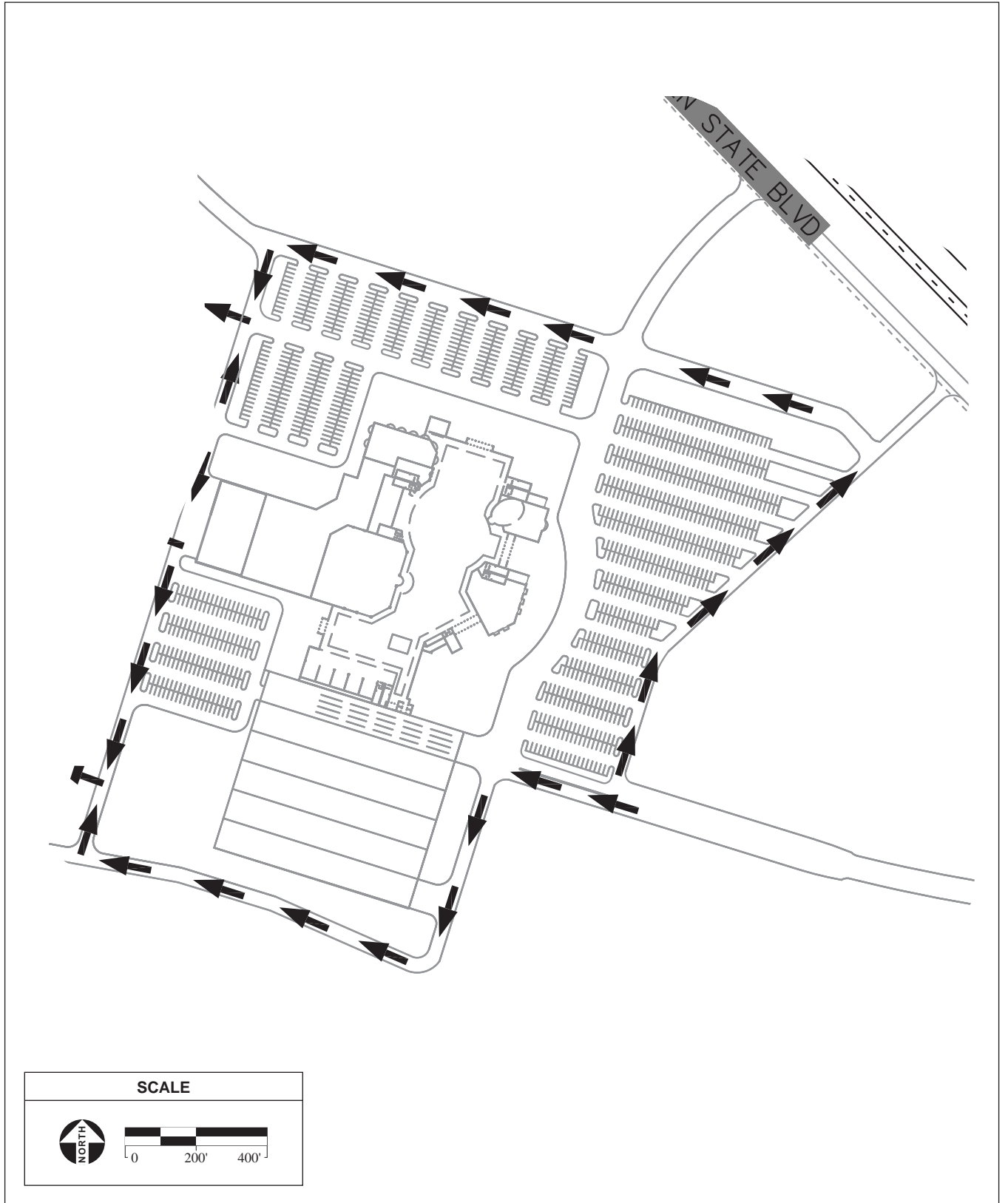


Figure 2-12
Alternative B – Overland Drainage Flow

2.3.6 WASTEWATER TREATMENT AND DISPOSAL

As with Alternative A, several options exist for wastewater treatment and disposal, each complying with USEPA standards. Development of Alternative B would produce an average day flow of 160,000 gpd of wastewater. Weekend flows would typically be 210,000 gpd and weekday flows would average 140,000 gpd. See **Appendix I** for further discussion on flow rates and treatment options. Like Alternative A, wastewater may be treated at an on-site WWTP or at the City of Madera's WWTP. Design of an on-site WWTP and recycled water plan and connection plans for connection to the City of Madera WWTP would not differ from those of Alternative A, except where noted below.

Should an on-site WWTP be utilized, recycled water would be stored in a water storage tank, which would hold approximately 550,000 gallons and would be constructed of welded steel. A recycled water pump station, on-site landscape irrigation facilities, and dual plumbing facilities would be constructed for use of recycled water.

Treated effluent may be disposed of on-site via surface water disposal, sprayfields, leachfields, or a combination of these methods. Effluent disposal would be the same as described for Alternative A, except that the amount of effluent would be less. If treated effluent is disposed of via spray disposal, 18 acres of sprayfields and a 28 MG storage basin would be necessary or approximately one mile of recycled water line for irrigation of the City of Madera golf course. If treated effluent is disposed of by sub-surface disposal, 46 acres of leachfields and a 4 MG storage basin would be needed. If treated effluent is disposed of by a combination of spray and leach fields, 15 acres of disposal area and a 21 MG storage basin would be necessary. The location of the WWTP, the spray and leach fields, and the storage basin under each of these options are shown in **Figure 2-13**.

2.3.7 WATER SUPPLY

Alternative B would require less water than Alternative A. The estimated average water demand is 251,000 gpd / 174 gpm. Should an on-site WWTP be developed, recycled water would be used for indoor non-potable uses and for landscaping, dropping the average demand to approximately 166,000 gpd / 116 gpm. Water for domestic use, emergency supply, and fire protection would be provided by on-site wells or by a City of Madera looped system. Requirements for either water supply option are discussed in **Section 2.2.8** and in **Appendix I**. If water is provided wholly by on-site wells, additional facilities would include two on-site wells (one for continuous supply and one for redundancy in case of malfunction or maintenance of the primary well) with a capacity of either 174 (no water recycling) or 116 (with water recycling) gpm each, a 800,000 gallon steel water storage tank, and a water distribution system. Under the City of Madera option, water would primarily be supplied by an on-site 174 (no water recycling) or 116 (water recycling) gpm well with the City Well No. 26 utilized for redundancy, maintenance, and fire flow (a storage tank may be necessary if fire flow is not adequate). An iron and manganese treatment plant may be

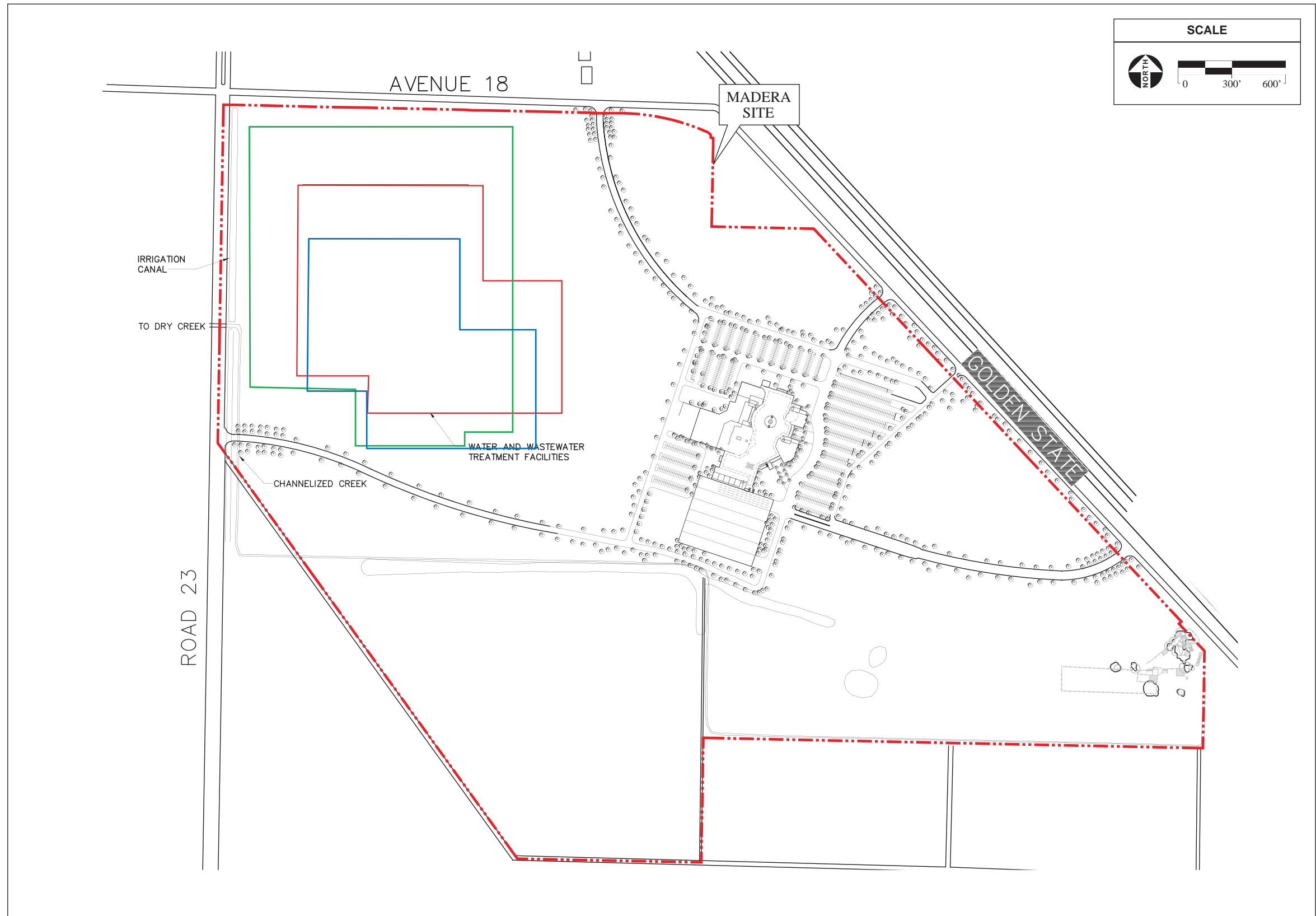
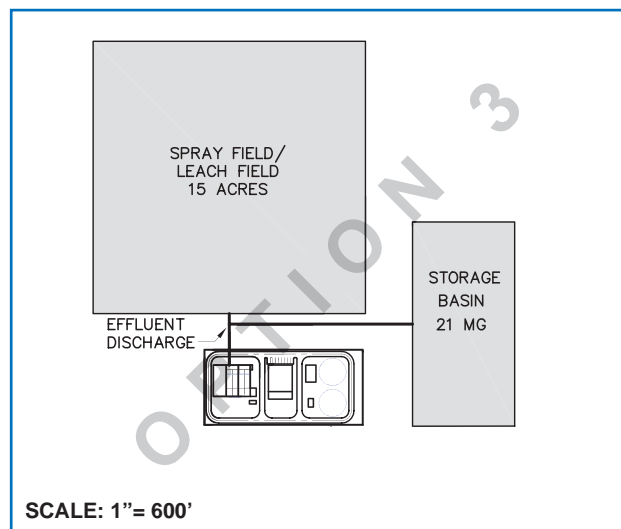
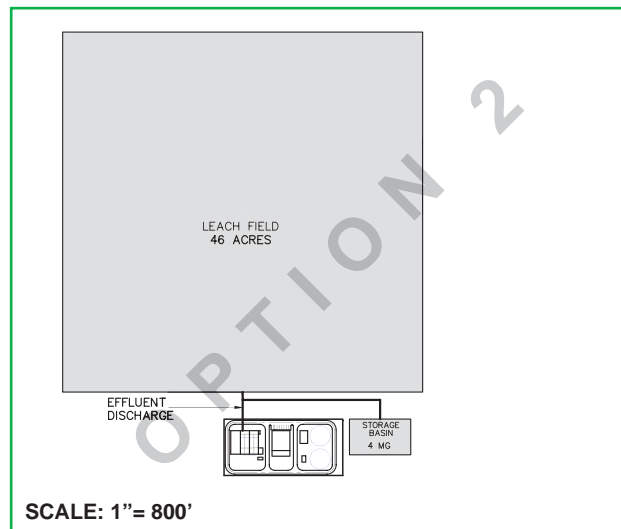
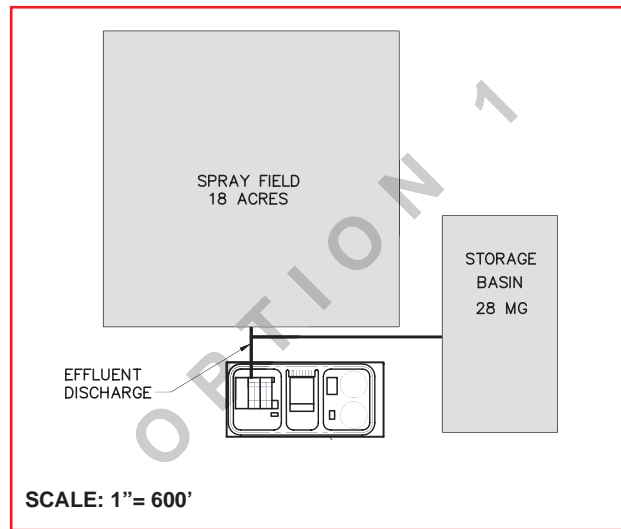


Figure 2-13
Alternative B – Alternative B - On Site Treated Effluent Discharge Options

necessary for treatment of water prior to use. As described under Alternative A, for on-site wells, the top of the well casing and wellhead facilities would be raised at least three feet over the base flood elevation to minimize potential risks of contaminating the drinking water supply during a flood event.

2.3.8 FUEL STORAGE

Fuel storage requirements would be similar, although reduced in size to those proposed in **Section 2.2.9** for Alternative A. Fuel storage practices would be similar to those proposed for Alternative A.

2.3.9 MEMORANDA OF UNDERSTANDING

The MOUs with the City, County, and MID described in **Section 2.2.10** would apply to the Alternative B development. However, given the reduced size and scope of the casino resort proposed for Alternative B (and resulting reduced impacts and revenues of the project, including over a 30 percent reduction in water usage), the Tribe would be expected to invoke the renegotiation provision of the MOUs. Given that it is not clear what terms would result after such renegotiation, for the purposes of this EIS it is assumed simply that the terms of the MOUs would not apply.

Provisions included within the Building and Construction Trades Council and UNITE HERE Labor Agreements, described in Section 2.2.10, additionally apply to Alternative B.

2.3.10 TRIBAL-STATE COMPACT

Provisions included within the Tribal-State Gaming, described in **Section 2.2.11**, apply to Alternative B.

2.4 ALTERNATIVE C – NON-GAMING USE

Alternative C consists of a mixed-use retail development. This development would include several larger retail outlet stores and smaller storefronts, including food and beverage establishments (**Table 2-4**). The land would be taken into Federal trust but no gaming would be associated with this alternative. The opening date for the Alternative C project is anticipated to be 2010.

The design of the proposed mixed-use retail development would incorporate built-in fire protection features including firebreaks and Type I or Type III non-combustible, fire-resistant construction. The retail development would be equipped with a hydraulically calculated automatic sprinkler system designed to comply with the California Building Code, and include an automatic fire detection and alarm system. These features would serve to automatically detect fires and notify emergency services, reducing the occurrence of a catastrophic event. Vegetation in and around the developed areas would be irrigated and landscaped for aesthetic and fire protection values.

TABLE 2-4
ALTERNATIVE C – RETAIL COMPONENTS

Area	Seats/Rooms/Parking Spaces	Square Footage
COMMERCIAL DEVELOPMENT		
<i>Retail</i>		
Retail Store #1		125,000
Retail Store #2		100,000
<i>Retail</i>		
Restaurant #1		5,000
Restaurant #2		4,000
Restaurant #3		3,000
ALTERNATIVE C TOTAL SQUARE FOOTAGE		237,000
PARKING		
Surface Parking Spaces	1,860	
<i>Alternative C Total Parking Spaces</i>	<i>1,860</i>	

NOTE: All figures are approximate.

SOURCE: Friedmutter Group, 2005; AES, 2005.

2.4.1 MANAGEMENT CONTRACT

Alternative C does not contain a gaming component and therefore would not require approval of a management contract by the NIGC.

2.4.2 COMMERCIAL DEVELOPMENT

The retail facilities proposed for Alternative C consist of two large “big box” retail stores, one at 125,000 square feet and the other at 100,000 square feet. Alternative C also consists of three restaurants, one consisting of 5,000 square feet, another of 4,000 square feet and the last one of 3,000 square feet. **Table 2-4** provides a breakdown of proposed uses with associated square footages for the proposed retail and restaurant facilities. **Figure 2-14** shows the site plan for the proposed commercial development under Alternative C. An architectural rendition is shown in **Figure 2-15**. The retail facilities would employ approximately 695 full-time equivalent employees and the restaurant facilities would employ approximately 80 full-time equivalent employees, for a total of approximately 775 employees. Since this alternative is a non-gaming use, the Tribe would not be required to comply with a Tribal-State Compact for Alternative C. It is expected that alcohol would potentially be served at the proposed restaurants, subject to Federal law and the

policies of the individual tenants. It is expected that smoking sections would be provided in restaurants, subject to Federal law and the policies of the individual tenants.

2.4.3 PARKING

A total of 1,860 parking spaces would be provided to serve the patrons and employees of the Alternative C commercial development. All parking provided would be surface parking.

2.4.4 CONSTRUCTION AND GRADING

Alternative C would be constructed after the Madera site has been placed into Federal trust. As with the other alternatives, construction activities are expected to take approximately one year and would involve earthwork; placement of concrete foundations; steel, wood, and concrete structural framing; masonry, electrical and mechanical work; building and site finishing; and paving, among other construction activities. Construction spending for Alternative C would be approximately \$31 million.

The Grading and Drainage Plan (**Appendix K**) incorporates fill to elevate the finished floor of the proposed public buildings approximately five feet above the FEMA 100-year floodplain. It is estimated that 170,000 cubic yards of earthwork would be required for Alternative C. It is anticipated that on-site grading would balance because soils excavated from the detention basins (**Section 2.4.6**) would be sufficient to raise the proposed public buildings approximately five feet above the 100-year floodplain. A preliminary grading plan for Alternative C is included as **Figure 2-16**.

2.4.5 DRAINAGE

A Drainage Plan has been prepared for Alternative C (**Appendix K**) to manage surface water flow and prevent downstream impacts. The development of Alternative C would include several storm drainage improvements. Roof leaders would be connected directly to a below-ground pipe system, and parking lots would be constructed with a 1 percent minimum slope and 5 percent maximum slope toward the inlets. Inlets would be placed at appropriate intervals to capture stormwater runoff and convey it to the grassy swales that surround the site. The grassy swales would accommodate overland drainage to allow the site to drain under overflow conditions. The overland drainage release would be around the perimeter of the site (**Figure 2-17**). The grassy swales would convey the stormwater to a series of stormwater detention basins (**Figures 2-5 and 2-6**). A total of 105 acre-feet of storage would be provided in the stormwater detention system to account for the increase in runoff created by increased impervious surfaces and encroachment of fill into the floodplain. The detention system would be identical to that proposed for Alternative A.

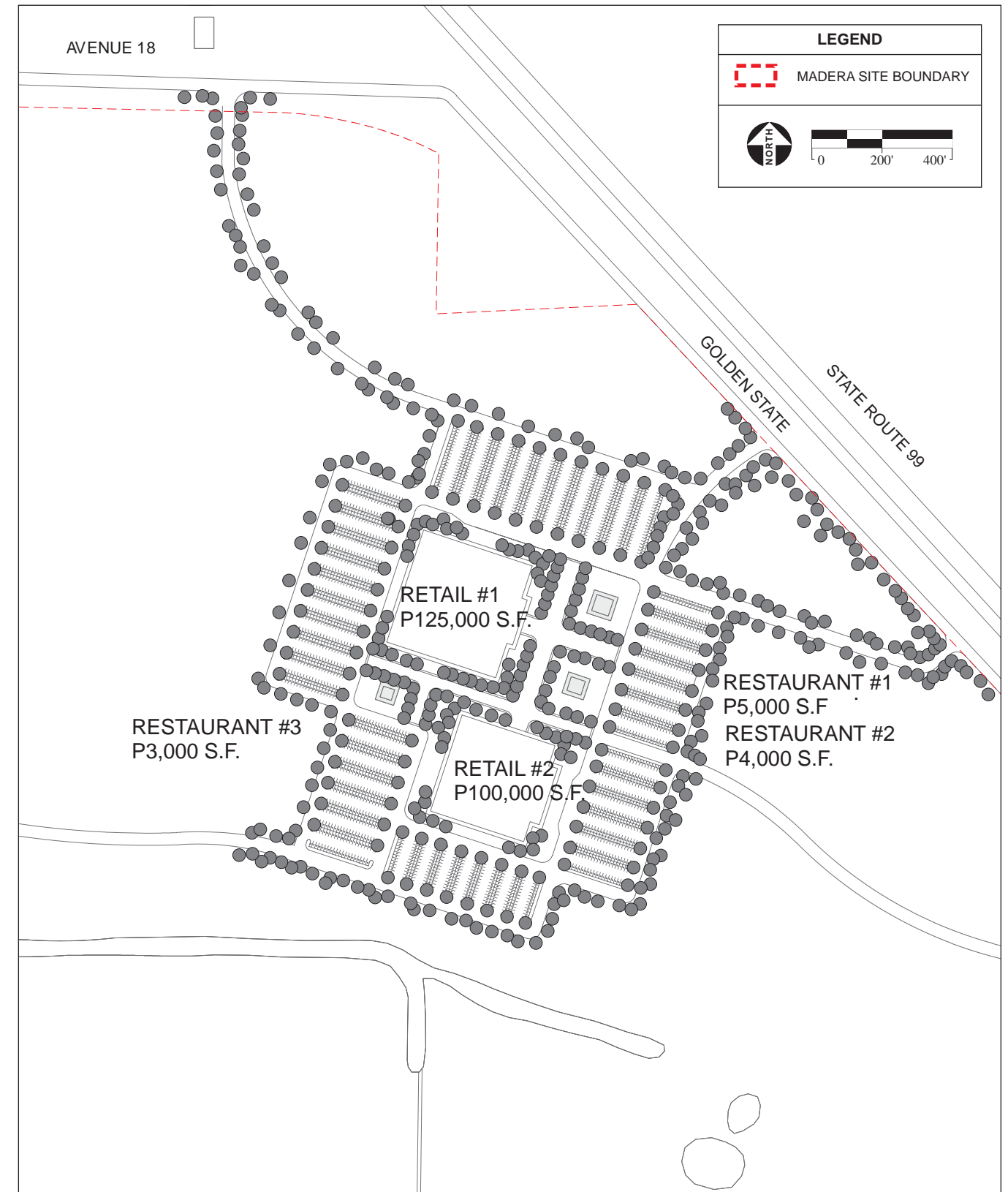
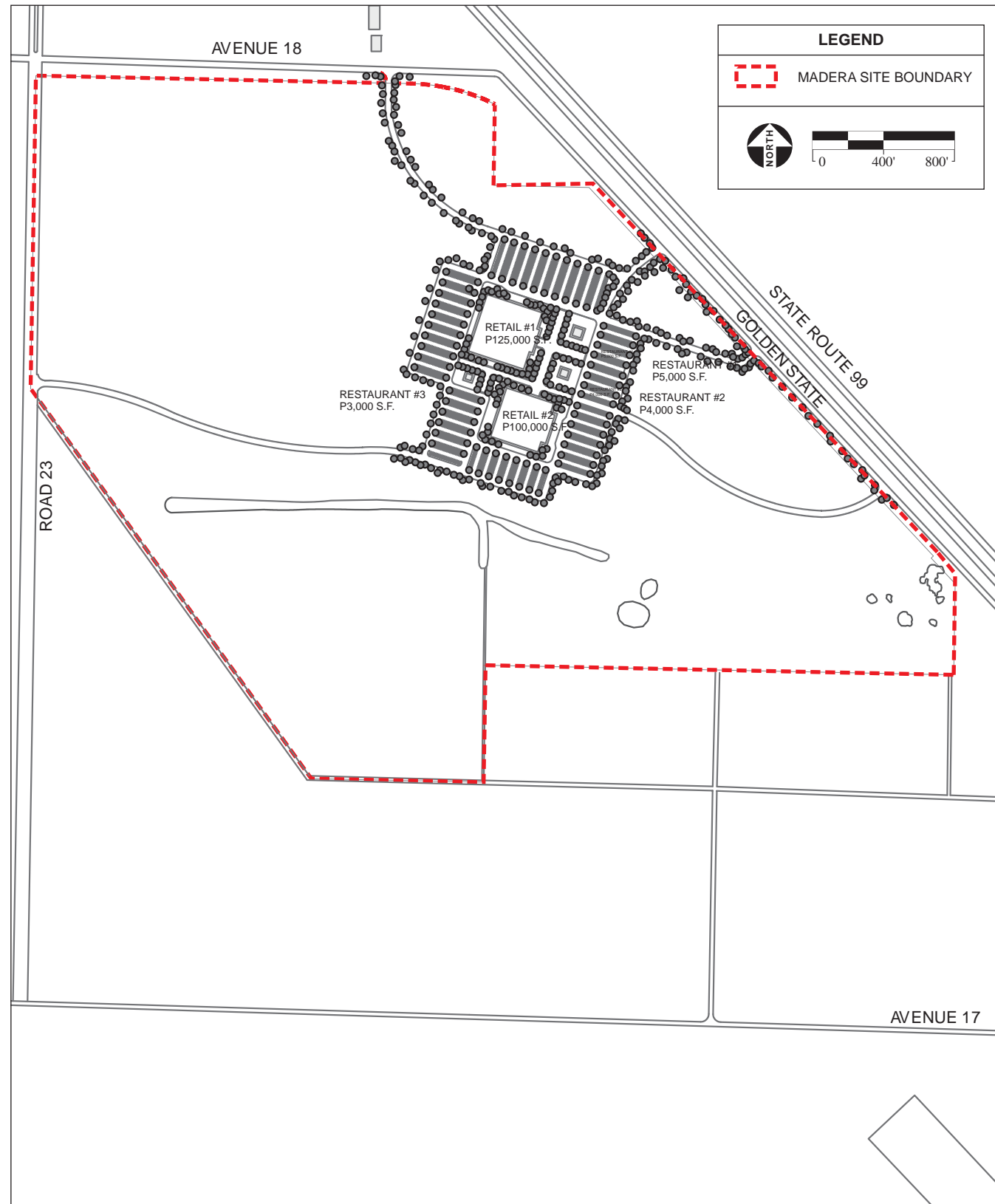
2.4.6 WASTEWATER TREATMENT AND DISPOSAL

As with Alternative A, several options exist for wastewater treatment and disposal, each complying with the standards noted for Alternative A. Development of Alternative C would produce an average day flow of approximately 18,000 gpd of wastewater. Weekend flows would typically be 25,000 gpd and weekday flows would average 15,000 gpd. See **Appendix I** for further discussion.

Like Alternative A, wastewater may be treated at an on-site WWTP or at the City of Madera's WWTP. Design of an on-site WWTP and recycled water plan and connection plans for connection to the City of Madera WWTP would not differ from those of Alternative A, except where noted below.

Should an on-site WWTP be utilized, recycled water would be stored in a water storage tank, which would hold approximately 100,000 gallons and would be constructed of welded steel. A recycled water pump station, on-site landscape irrigation facilities, and dual plumbing facilities would be constructed for use of recycled water.

Treated effluent may be disposed of via surface water disposal, sprayfields, leachfields, or a combination of spray and leach fields. Effluent disposal would be the same as that described in Alternative A, except that the amount of effluent would be much less. If treated effluent is disposed of by spray disposal, 2 acres of sprayfields and a 4 million gallon storage basin would be necessary or approximately 1 mile of recycled water line for irrigation of the City of Madera golf course. If treated effluent is disposed of by sub-surface disposal, 5 acres of leachfields and a 2 million gallon storage basin would be needed. If treated effluent is disposed of by a combination of spray and leach fields, 2 acres of disposal area and a 3 million gallon storage basin would be necessary. The location of the WWTP, the spray and leach fields, and the storage basin under each of these options are shown in **Figure 2-18**.





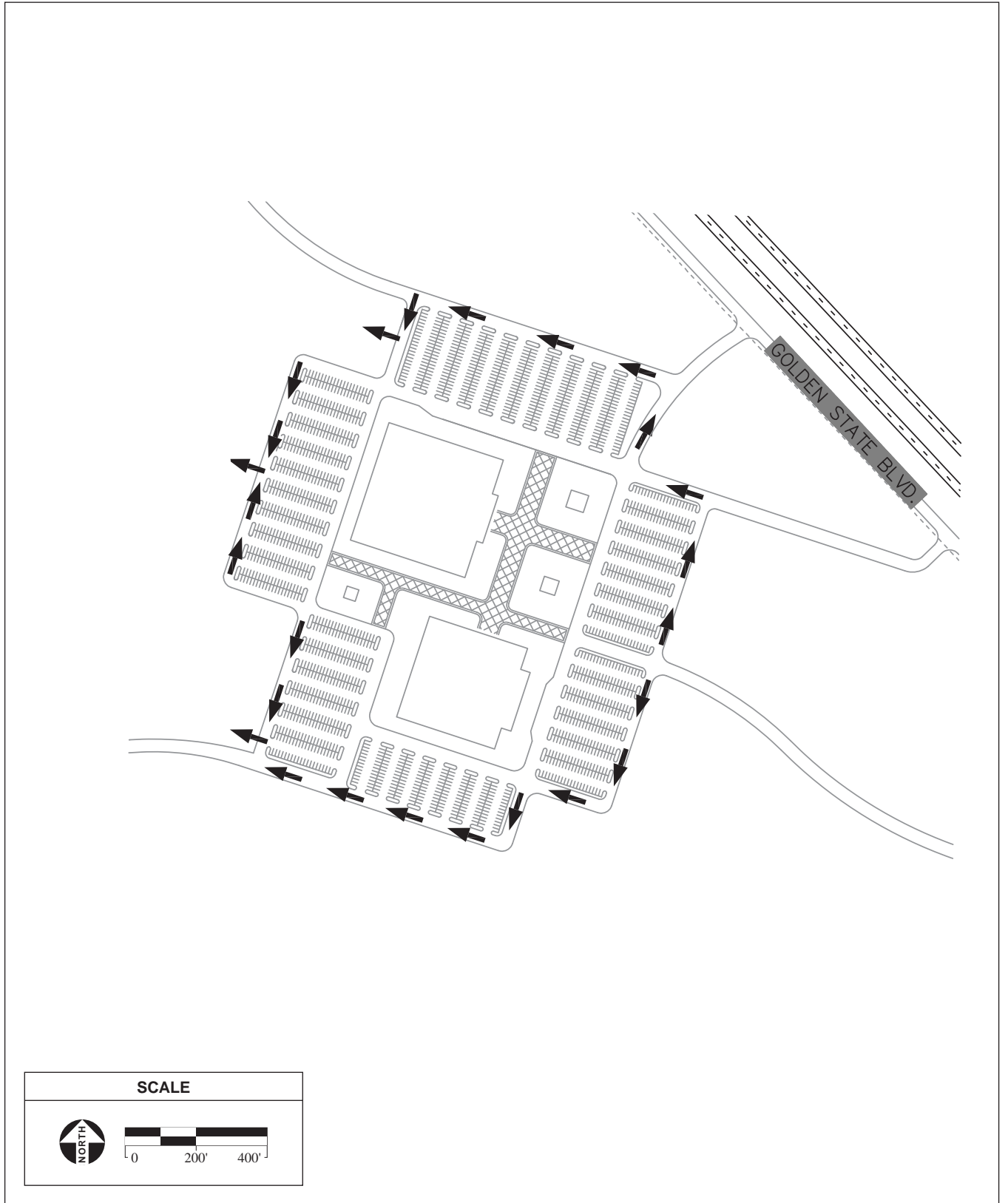
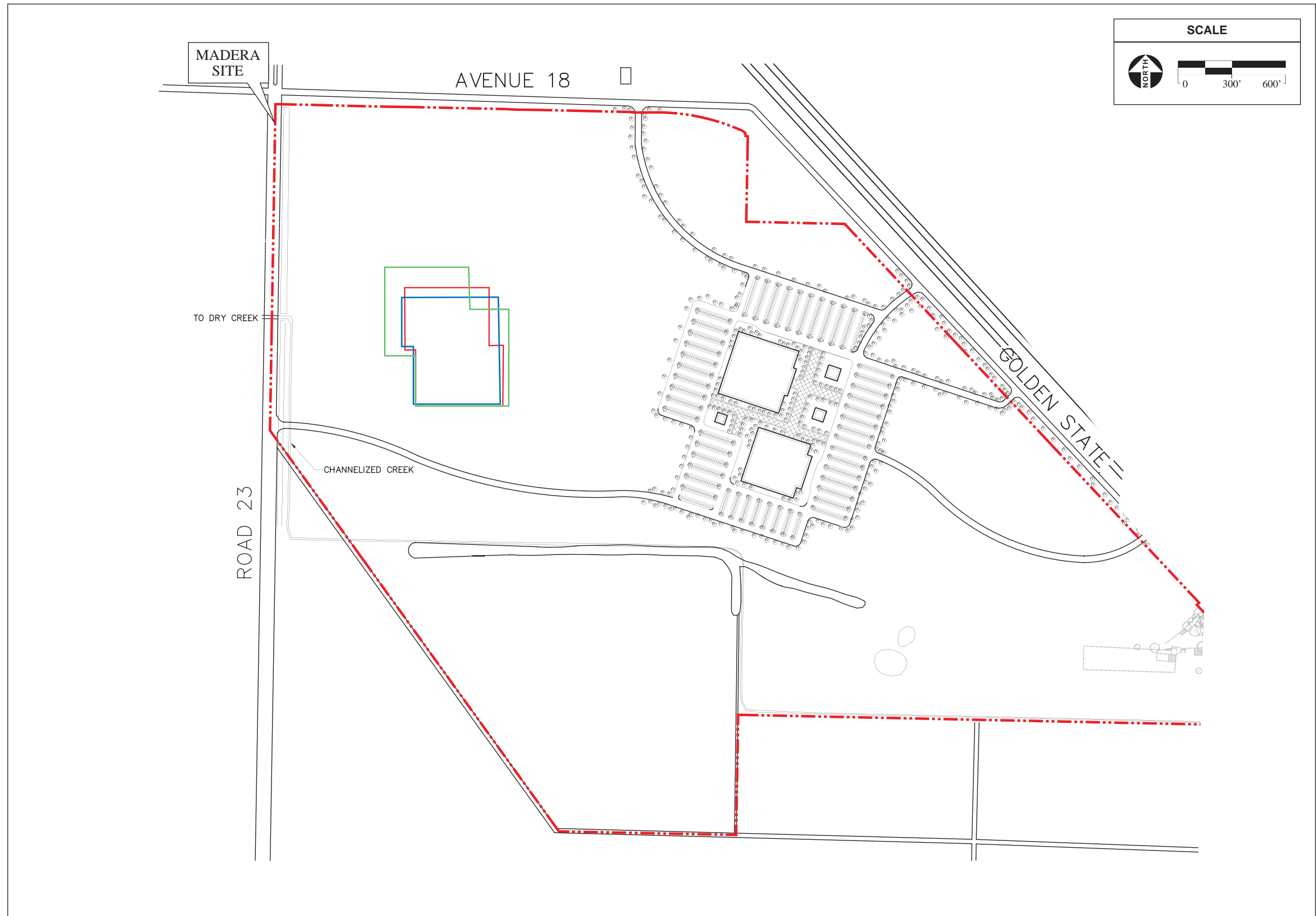
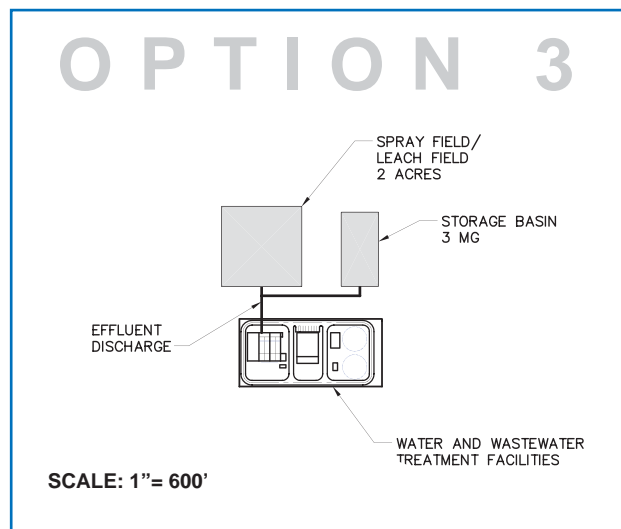
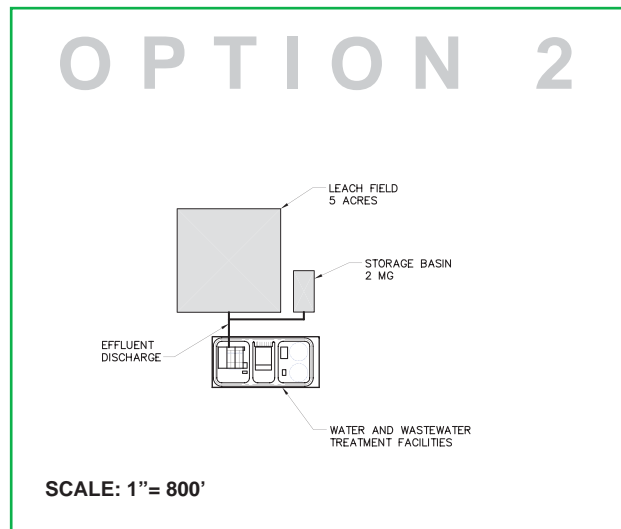
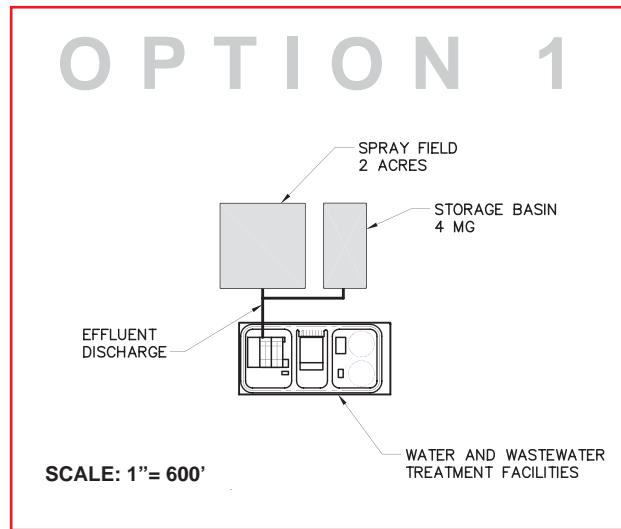


Figure 2-17
Alternative C – Overland Drainage Flow



2.4.7 WATER SUPPLY

Alternative C would require much less water than Alternative A. The estimated water demand for Alternative C is 23,000 gpd / 16 gpm. Should an on-site WWTP be developed, recycled water would be used for indoor non-potable uses and for landscaping, dropping the average day demand to approximately 11,000 gpd / 8 gpm. Water for domestic use, emergency supply, and fire protection would be provided by on-site wells or by a City of Madera looped system.

Requirements for either water supply option are discussed in **Section 2.2.8** and in **Appendix I**. If water is provided wholly by on-site wells, additional facilities would include two on-site wells (one for continuous supply and one for redundancy in case of malfunction or maintenance of the primary well) with a capacity of either 16 (no water recycling) or 8 (with water recycling) gpm each, a 600,000-gallon steel water storage tank, and a water distribution system. Under the City of Madera option, water would primarily be supplied by an on-site 16 (no water recycling) or 8 (with water recycling) gpm well with the City Well No. 26 utilized for redundancy, maintenance, and fire flow (a storage tank may be necessary if fire flow is not adequate). An iron and manganese treatment plant may be necessary for treatment of water prior to use. As described under Alternative A, for on-site wells, the top of the well casing and wellhead facilities would be raised at least three feet over the base flood elevation to minimize potential risks of contaminating the drinking water supply during a flood event.

2.4.8 FUEL STORAGE

Fuel storage requirements would be similar, although reduced in size, when compared with those proposed in **Section 2.2.9** for Alternative A. Fuel storage practices would be similar to those proposed for Alternative A.

2.4.9 MEMORANDA OF UNDERSTANDING

Given the change in use proposed for Alternative C, the MOUs with the City, County and MID, and the Building and Construction Trades Council and UNITE HERE Labor Agreements described in **Section 2.2.10** would not apply.

2.4.10 TRIBAL-STATE COMPACT

Provisions within the Tribal-State Compact do not apply to Alternative C, as gaming activities would not be included within this alternative.

2.5 ALTERNATIVE D – NORTH FORK LOCATION

Alternative D would be located on the North Fork site (**Section 1.2.2**). Alternative D would require that the North Fork site be transferred from individual trust to Tribal trust status or the approval of a lease agreement between the individual trust beneficiaries and the Tribe. Alternative D would consist of a smaller-scale version of Alternative A, without retail, high limit gaming, entertainment, hotel, or pool components (see **Section 2.7.3** for a discussion of sizing the Alternative D components).

Table 2-5 shows the breakdown of proposed uses with associated square footages for Alternative D. **Figure 2-19** shows the site plan for the proposed casino, including supporting facilities. The design of the casino would differ from that of Alternative A in that it would be much smaller and it would be expected to be constructed as economically as possible. An architectural rendition can be found in **Figure 2-20**.

Approximately 139 full time employees and 23 part-time employees (or 153 full-time equivalents) are expected under Alternative D. ~~Except for provisions related to revenues, Tribal State Compact (or Secretarial procedures) requirements are not expected to differ from those of Alternative A.~~ The opening date for the Alternative D casino resort would be 2010. The Alternative D casino would be designed to incorporate Type I or Type III fire protection features similar to those of Alternative C and consistent with the California Building Code. Vegetation in and around the developed areas would be irrigated and landscaped for aesthetic and fire protection values.

2.5.1 MANAGEMENT CONTRACT

Alternative D would require NIGC approval of a management contract between the Tribe and SC Madera Management, LLC before gaming could take place on the North Fork site, as with Alternative A. In order to approve a contract, the NIGC must determine that the contract will not violate the law and that the contract meets certain requirements relating to term, management company payment, and protection of tribal authority. The NIGC also conducts extensive background checks of the management company's key personnel.

2.5.2 CASINO

Alternative D would consist of a mixture of uses including a primary gaming area and administrative facilities. Food and beverage facilities would be included in the casino, including a service bar, a coffee shop and a food court/deli. Also included in the casino square footage would be the casino floor, entryways, rewards center and the cage.

The casino gaming floor would encompass an area of 8,888 square feet. There are 2,963 square feet of circulation area proposed in association with the casino floor. There are 1,000 square feet of cage space proposed for the casino. Several restrooms and vestibules are also proposed in association with the casino complex, with a combined square footage of approximately 2,000 square feet.

Alcohol would be served throughout the casino including the gaming floor. Accordingly, patrons would be required to be 21 years old or over. The Tribe will adopt a "Responsible Alcoholic Beverage Policy" that will include but not be limited to checking identification of patrons and refusing service to those who appear to have had enough to drink. Smoking would be permitted within the casino.

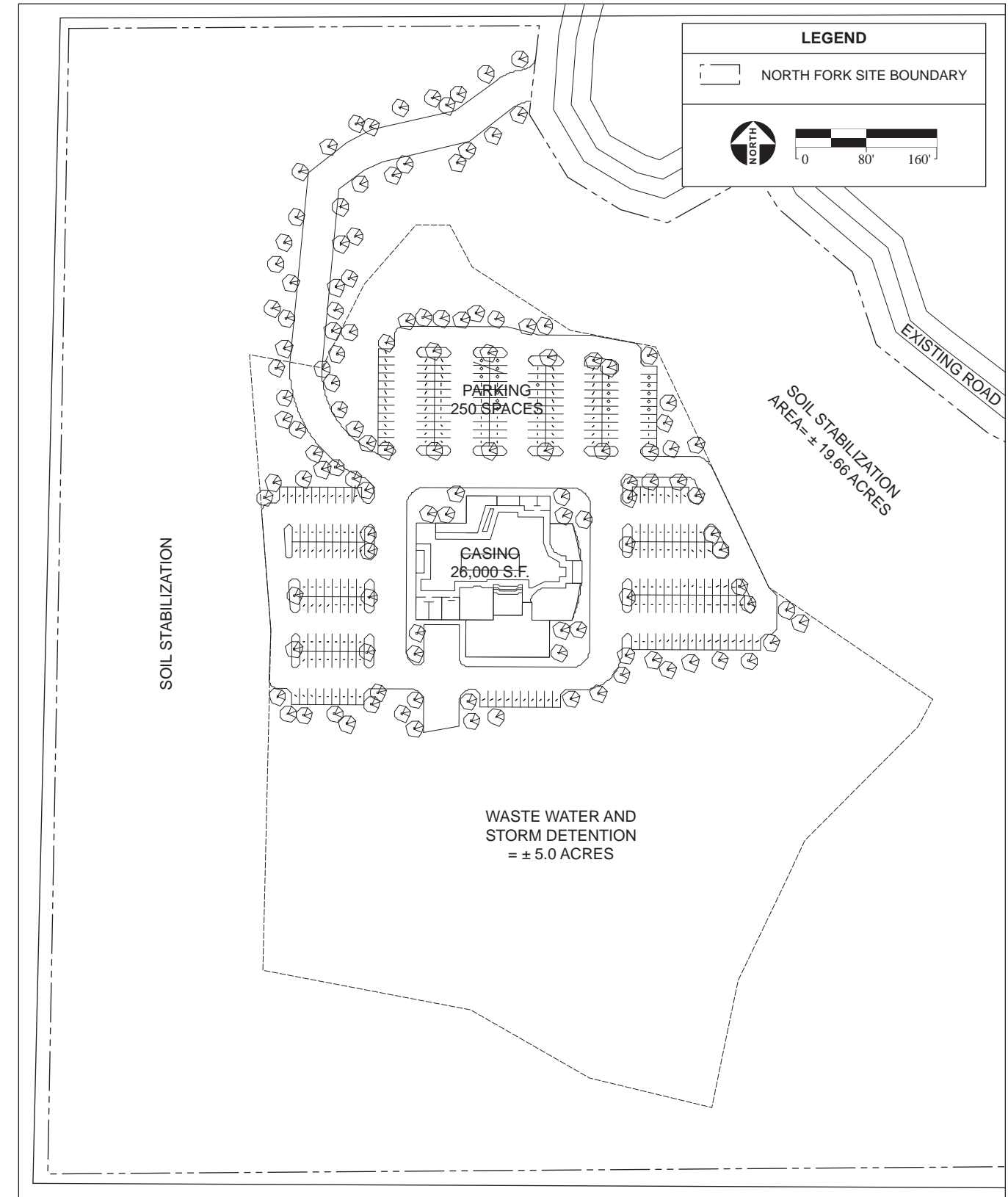
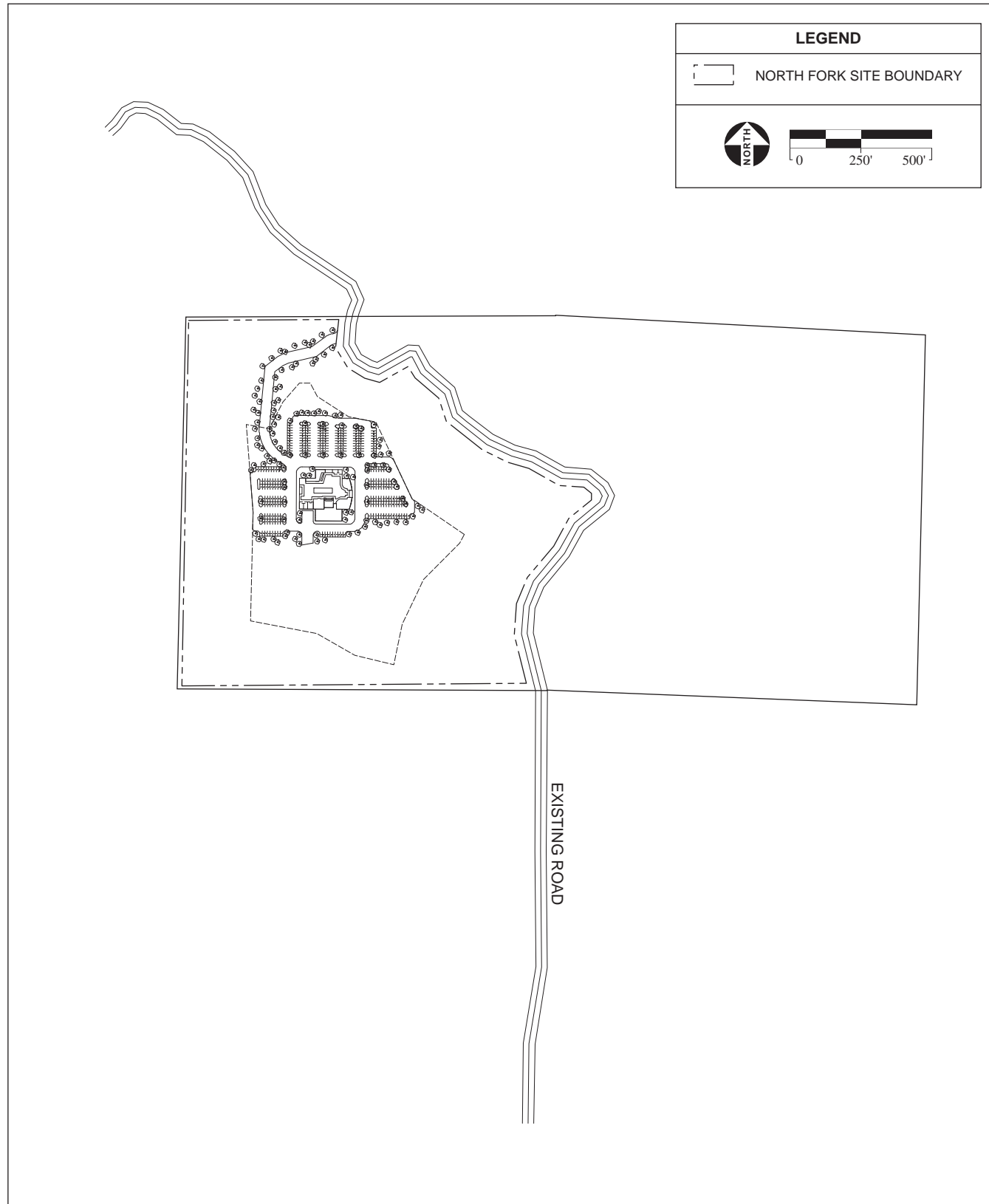




TABLE 2-5
ALTERNATIVE D – NORTH FORK LOCATION COMPONENTS

Area	Seats/Rooms/Parking Spaces	Square Footage
CASINO & ENTERTAINMENT		
Casino		
Casino Gaming		8,888
Casino Circulation		2,963
Entry Vestibules (3 total)		750
Restrooms (2 total)		1,250
Rewards Center		600
Cage		1,000
Back of House		
Back of House		6,000
Food and Beverage		
Service Bar		500
Coffee Shop	30	1,350
Food Court/Deli	60	2,700
ALTERNATIVE D TOTAL SQUARE FOOTAGE		26,001
PARKING		
Surface Parking Spaces	250	
Alternative D Total Parking Spaces	250	

NOTE: All figures are approximate.

SOURCE: Friedmutter Group, 2005; AES, 2005.

2.5.3 PARKING

Alternative D would include a total of 250 surface parking spaces to serve the patrons and employees of the casino and supporting facilities.

2.5.4 CONSTRUCTION AND GRADING

Alternative D would be constructed after the North Fork site is transferred from individual trust to Tribal trust, or a lease to allow on-site gaming occurs. Construction activities would take approximately six months and would involve earthwork; placement of concrete foundations; steel, wood, and concrete structural framing; masonry, electrical and mechanical work; building and site finishing; and paving, among other construction activities. Construction spending for Alternative D would be approximately \$41 million.

Unlike the Madera site, the current topography of the North Fork site would require a considerable amount of earthwork activity in order to obtain a level site. The Grading and Drainage Plan (**Appendix K**) indicates extensive cut and fill would be required to create a relatively flat surface for the development of a casino and related facilities. It is estimated that 600,000 cubic yards of earthwork would be required for Alternative D. A preliminary grading plan for Alternative D is included as **Figure 2-21**.



SOURCE: Robert A. Karn & Associates, 2005; AES, 2006

Figure 2-21
 Alternative D – Preliminary Grading Plan

2.5.5 DRAINAGE

A drainage plan has been prepared for Alternative D (**Appendix K**) to manage surface water flow and prevent downstream impacts. The development of Alternative D would include several storm drainage improvements. Roof leaders would be connected directly to a below-ground pipe system, and parking lots would be constructed with a 1 percent minimum slope and 5 percent maximum slope toward the inlets. Inlets would be placed at appropriate intervals to capture stormwater runoff and convey it to the grassy swales that surround the site. The grassy swales would accommodate overland drainage to allow the site to drain under overflow conditions. The overland drainage release would be around the perimeter of the site (**Figure 2-22**). The grassy swales would convey the stormwater to a stormwater detention basin (**Figure 2-23**). A total of 1 acre-foot of storage would be provided in the stormwater detention system to account for the increase in runoff created by increased impervious surfaces.

2.5.6 WASTEWATER TREATMENT AND DISPOSAL

As with Alternative A, several options exist for wastewater treatment and disposal. Development of Alternative D would produce an average day flow of 22,000 gpd of wastewater. Weekend flows would typically be 30,000 gpd and weekday flows would average 19,000 gpd. See **Appendix I** for further discussion on flow rates and treatment options.

OFF-SITE WASTEWATER TREATMENT

Wastewater treatment may occur at the County-operated WWTP that serves the Community of North Fork. This WWTP is located one mile northwest of the North Fork site (**Figure 2-24**). Wastewater would travel through a proposed pipeline along Minarets Road and then south on Highway 274 to the North Fork WWTP. The WWTP has a capacity of 31,000 gpd and is currently near capacity. However, plans are underway to expand the existing WWTP to a capacity of 60,000 gpd (Dunavan, 2004). 99 service connections and 22 standby connections are currently hooked up to the WWTP. Treatment plant facilities include a raw sewage pump station, extended aeration treatment facilities, chlorine disinfection, an effluent pump station, storage pond, and a distribution pump station. Sprayfields are currently utilized to dispose of disinfected effluent; the expanded WWTP will also utilize leachfields. Alternative D would increase flows to the WWTP and would bring the expanded WWTP close to capacity. Additional expansion of the WWTP would be necessary to allow further growth in the Community of North Fork. It is expected that a MOU would be negotiated with the County to allow for hook up to and expansion of wastewater treatment facilities.

ON-SITE WASTEWATER TREATMENT

Alternatively, wastewater may be treated at an on-site WWTP, located to the south of the casino (**Figure 2-25**). To meet the wastewater treatment criteria, the Tribal Government would use an

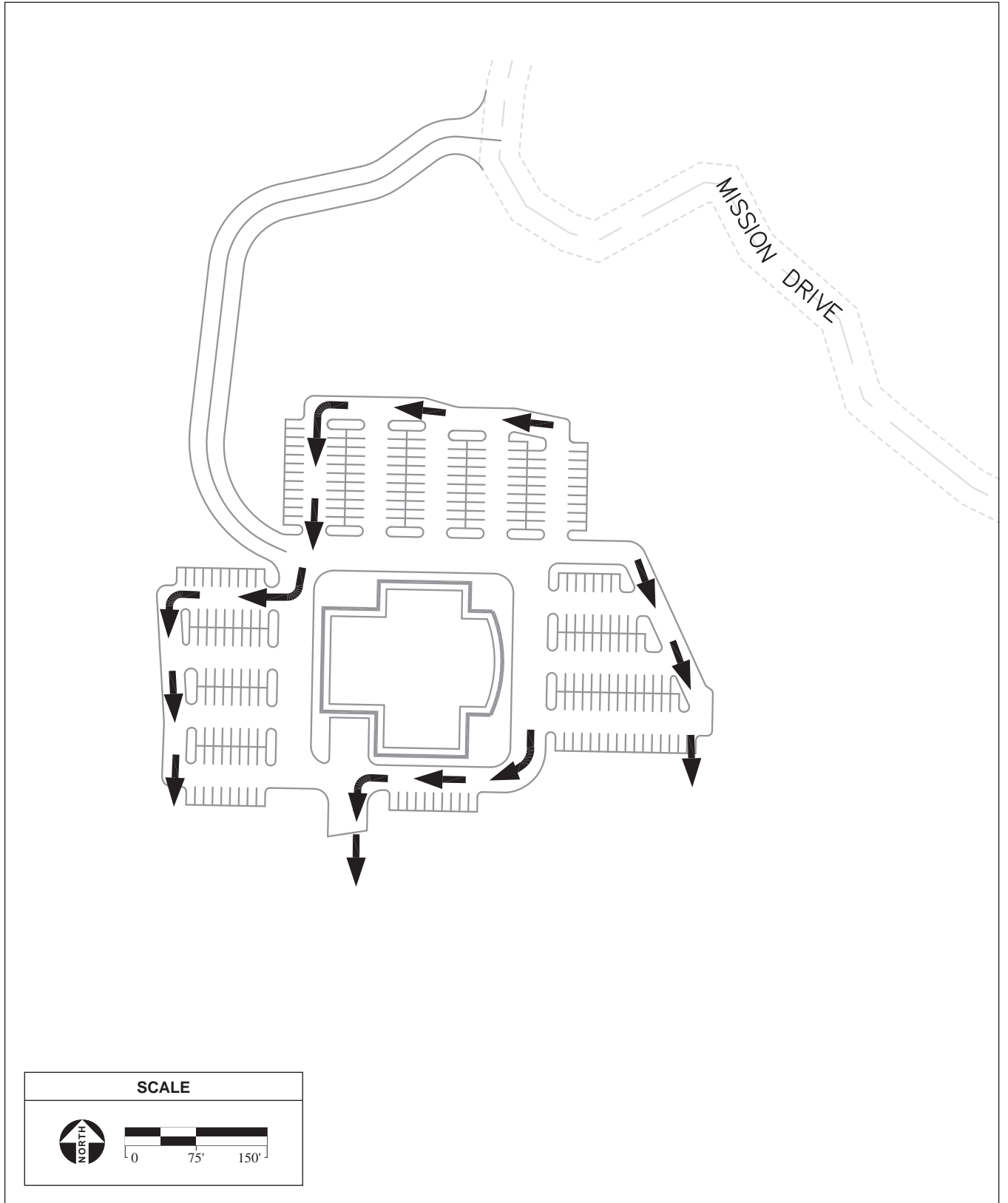
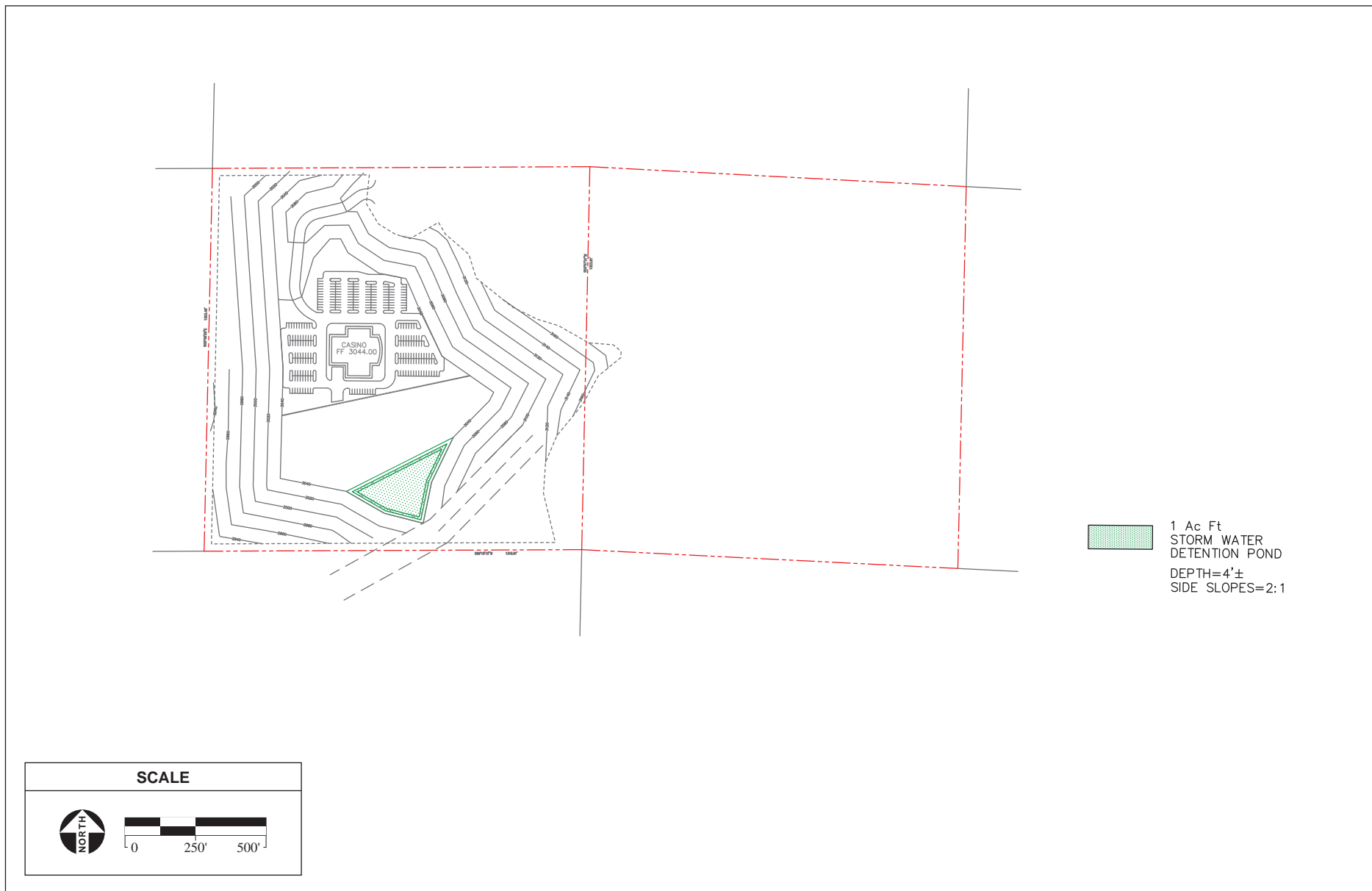
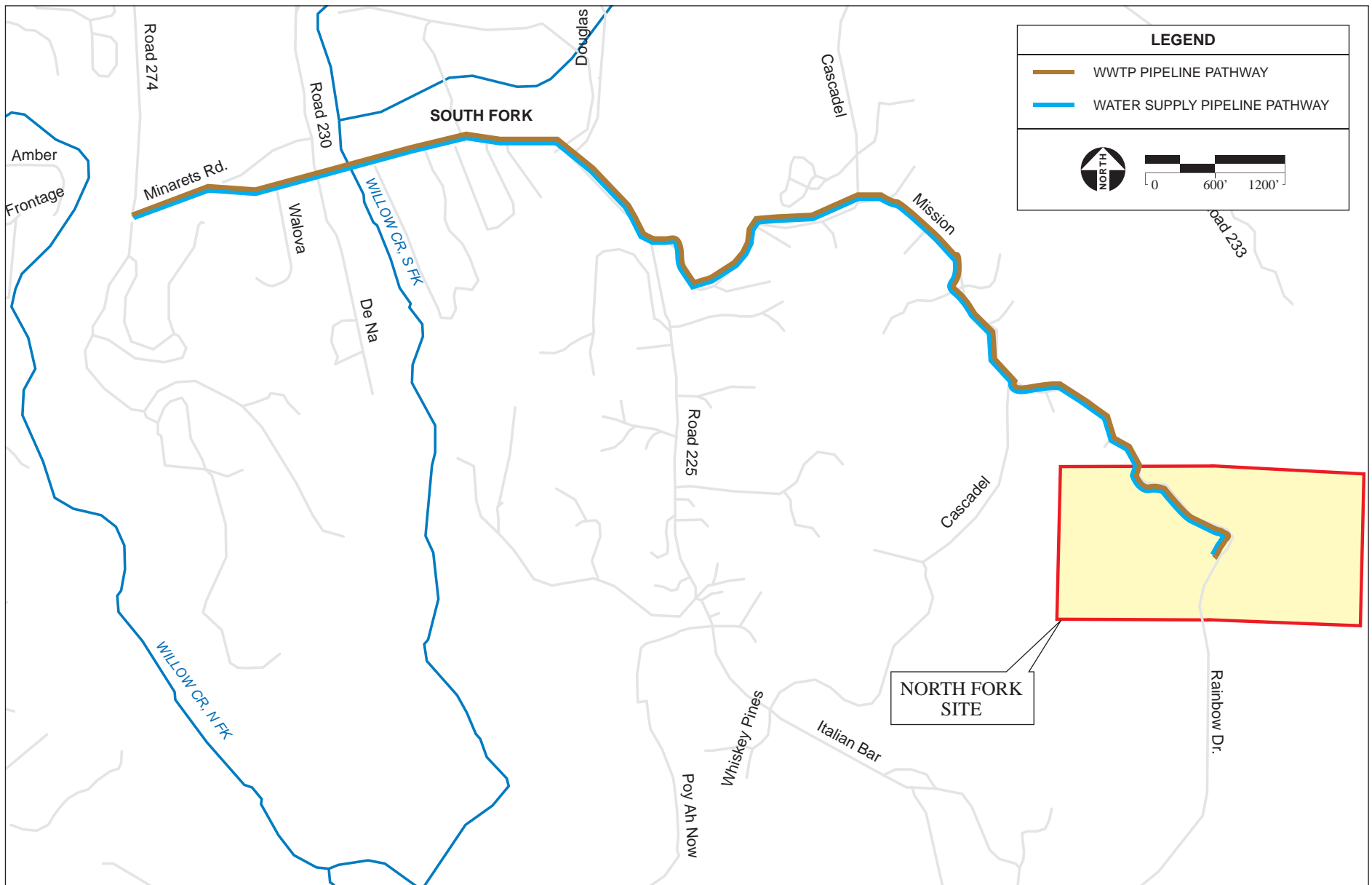


Figure 2-22
Alternative D – Overland Drainage Flow

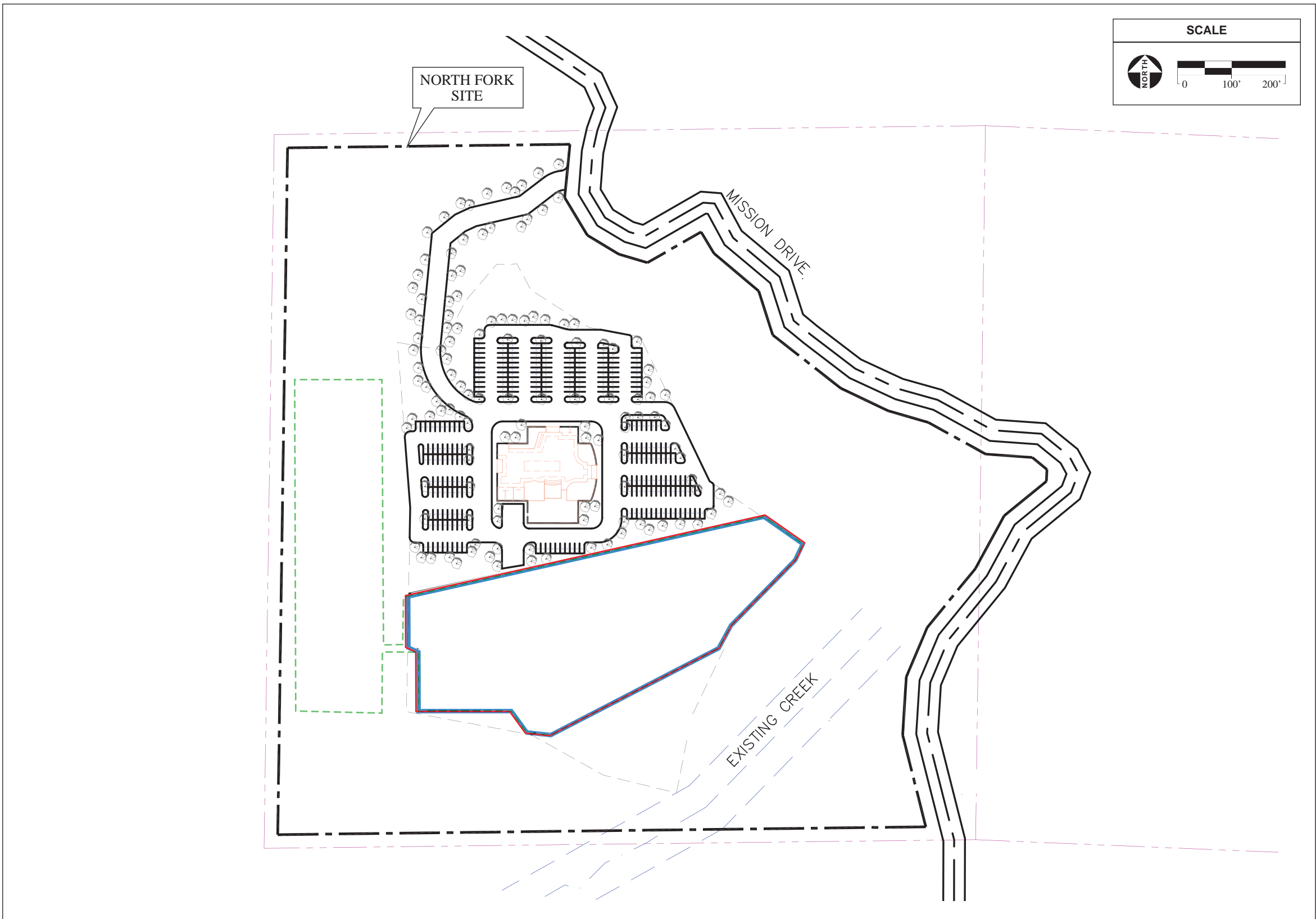
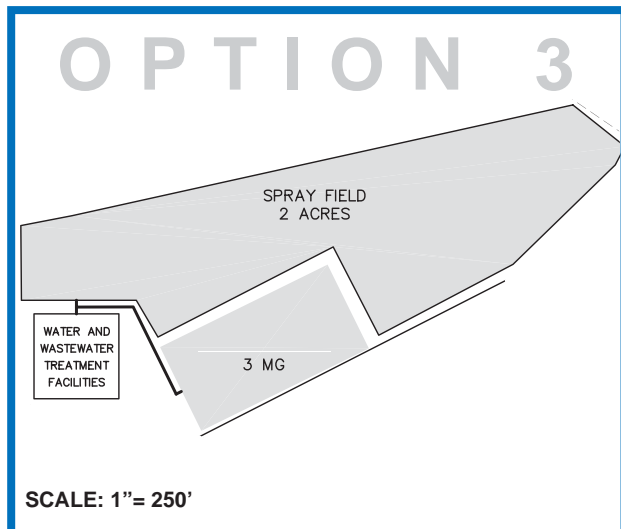
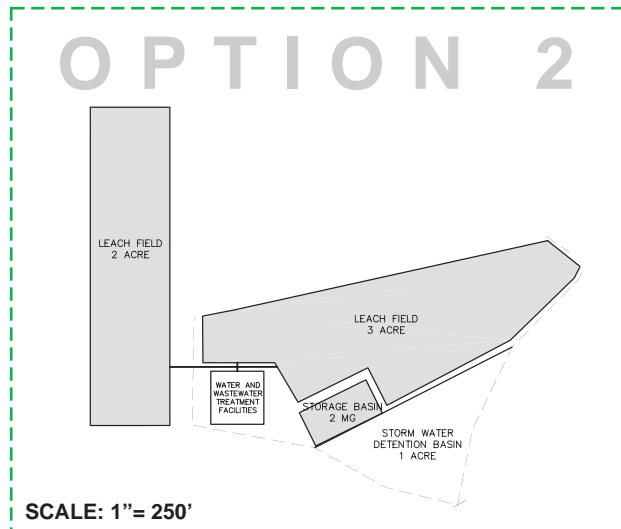
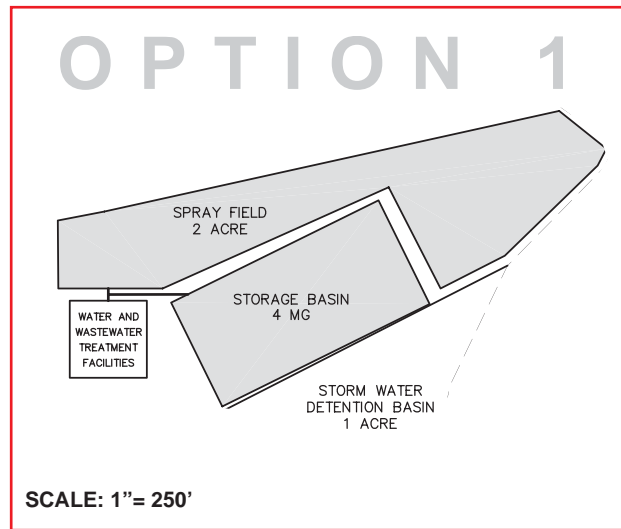




SOURCE: Hydrosience Engineers, 2005; AES, 2006

North Fork Casino EIS / 204502 ■

Figure 2-24
Alternative D – Municipal Water/Wastewater Options



immersed membrane bioreactor (MBR) system to provide the highest quality water for reuse or disposal, as discussed in **Section 2.2.7**. The location of the wastewater treatment facility would be determined by the treated effluent disposal method. A detailed description of the wastewater treatment facility is presented in **Appendix I**.

Reclaimed water from the on-site wastewater treatment plant would be utilized for casino toilet flushing and landscape irrigation. As described in **Section 2.2.7**, all water used for reclamation would meet Title 22 standards of the California Code of Regulations.

A pipeline would collect wastewater from the casino. A raw wastewater lift station could convey casino wastewater to the headworks of the WWTP. It is likely that a triplex sewage lift station would be used.

TREATED EFFLUENT REUSE FACILITIES

Effluent reuse would require a recycled water storage tank, a recycled water pump station, on-site landscape irrigation facilities, and dual plumbing. The purpose of the recycled water storage tank would be to provide equalization storage for on-site recycled water use for toilet flushing, on-site landscaping, and effluent discharge. Recycled water would also be used to supply water for fire protection, such as sprinkler systems and fire hydrants. For Alternative D, the recycled water storage tank would hold approximately 100,000 gallons and would be constructed of welded steel. A booster station may be required to maintain pressure in the recycled water distribution system.

The primary transmission line from the recycled water storage tank would supply the gaming facility and landscaping with recycled water. Surplus recycled water would be used for landscape irrigation or disposed of as discussed in the following section. In order to use recycled water for “in-building” purposes, the plumbing system within the building would have recycled water lines plumbed separately from the building’s potable water system with no cross connections. The dual plumbing systems would be distinctly marked and color-coded.

TREATED EFFLUENT DISPOSAL

The average day disposal flows would be approximately 30,000 gpd. Treated effluent may be discharged through surface water disposal, spray disposal, sub-surface disposal, or a combination of these methods.

Surface Water Disposal

An unnamed tributary of Willow Creek flows through the North Fork site. Willow Creek empties into the San Joaquin River, upstream of Millerton Lake. The designated beneficial uses of the San Joaquin River include use as a surface water body for municipalities, communities, industries, and warm freshwater habitat. The San Joaquin River is designated as part of the RWQCB’s 303(d) listing of impaired water bodies. The unnamed tributary is the proposed discharge point and is

located within the North Fork site. In order to discharge effluent to the tributary, an NPDES permit would be required. Since the point of discharge is fully contained within trust lands, the NPDES permit would be issued and regulated by the USEPA.

Sprayfield Disposal

The location of the wastewater treatment plant and spray fields is shown in **Figure 2-25**. Under this option, 2 acres of land in the southern corner of the North Fork site would be used for spray disposal. A seasonal storage basin would be located near the WWTP and would hold 4 MG of treated effluent.

Sub-Surface Disposal

Leachfields may be used to dispose of treated wastewater effluent. The location of the wastewater treatment plant and leach fields is shown in **Figure 2-25**. A maximum of 5 acres of leachfields would be required for effluent disposal. A seasonal storage basin would contain 2 MG of treated effluent. Field-testing would be required to determine if any portions of the North Fork site are not conducive to leachfields.

Combination of Surface and Sub-Surface Disposal

Under this option, sprayfields would be used in conjunction with leachfields. The combined area would be approximately 2 acres. A seasonal storage basin would also be required to hold 3 MG. The location of the WWTP and combination spray and leach fields is shown in **Figure 2-25**.

2.5.7 WATER SUPPLY

Water demands from the Alternative D facilities are estimated to be 27,000 gpd / 19 gpm. Should an on-site WWTP be developed, recycled water would be used for indoor non-potable uses and for landscaping, dropping the average day demand to 14,000 gpd / 10 gpm.

Water for domestic use, emergency supply, and fire protection would be provided by on-site groundwater or by Madera County. The Madera County Maintenance District 8A provides water to the town of North Fork and a U.S. Forest Service complex. The water system has one well, designated the Library well, which pumps 240 gpm into a 200,000-gallon storage tank. The well was drilled in 1994 to a depth of 520 feet. An additional existing well, known as the North Fork Center Well, is currently inactive but available for future use. To exercise this option, the Tribe would connect to the water line at the intersection of Minarets Road (Road 225) and Road 274. A water connection pipeline would follow the same path along Minarets Road as a connection to the North Fork WWTP (**Figure 2-24**). It would connect to the municipal water line at the intersection of Minarets Road and Road 274. If the Madera County Maintenance District supplies water, it is likely that the District would require investigation of the North Fork Center Well capacity and treatment requirements. Further investigation is necessary to determine if enough water is available in the District's existing 200,000-gallon storage tank to meet fire flow capacity for

Alternative D. If fire flow capacity is not met, then an on-site water storage tank would be required.

Alternatively, water may also be supplied solely by an on-site well. If on-site groundwater were used, two on-site wells would be drilled. One well would be used for continuous supply and the other for redundancy in case of malfunction or maintenance of the primary well. Each well would have a firm water supply capacity of either 19 (no water recycling) or 10 (with water recycling) gpm.

Water from the on-site wells would be stored in a water storage tank. The actual required capacity of the tank is dependant on the development's fire flow requirements. Based on storage requirements for similar facilities and the recommendation of the Madera Fire Marshall, the recommended capacity of the storage tank is 400,000 gallons. A pump station would be utilized to maintain pressure in the distribution system. The pump station would be required to convey water from the storage tank to the casino. The ultimate pumping capacity would be dependent on fire flow requirements.

2.5.8 FUEL STORAGE

Fuel storage requirements would be substantially reduced in size and scope when compared to those proposed in **Section 2.2.9** for Alternative A. Fuel storage practices would be similar to those proposed for Alternative A.

2.5.9 MEMORANDA OF UNDERSTANDING

Given the alternate location proposed for Alternative D, the MOUs with the City, County, and MID described in **Section 2.2.10** would not apply.

Provisions included within the Building and Construction Trades Council and UNITE HERE Labor Agreements, described in Section 2.2.10, additionally apply to Alternative D.

2.5.10 TRIBAL-STATE COMPACT

The Tribal-State Compact in **Appendix X** applies only to a casino on the Madera site, and thus would not apply to Alternative D. Given that Class III gaming is proposed under Alternative D, however, a Tribal-State Compact would need to be negotiated prior to operation of the casino. It is likely that the terms of the compact would be similar to the Madera site compact contained in **Appendix X**, except that revenue sharing requirements may be reduced given the more marginal profits that may be expected under Alternative D.

2.6 ALTERNATIVE E – NO ACTION

Under Alternative E, the No Action Alternative, neither site would be developed as described under any of the alternatives identified. The Madera site would not be taken into trust and would

continue to be utilized for open space, agricultural, and rural residential uses. The North Fork site would continue to be utilized for open space and rural residential uses. None of the Memoranda of Understanding nor the Tribal-State Compact would apply to the No Action Alternative.

2.7 ALTERNATIVES ELIMINATED FROM FURTHER CONSIDERATION

2.7.1 ALTERNATIVE SITES FOR GAMING

TRUST LANDS

HUD Tract

At present, there are no lands owned by the Tribe in fee or held by the United States in trust for the benefit of the Tribe that have been determined to be eligible for gaming. The only land held in trust for the benefit of the Tribe is a 61.5-acre tract located on a steep hillside in the small town of North Fork (the “HUD tract”). The U.S. Department of Housing and Urban Development (HUD) provided the Tribe with funds to purchase the HUD tract in 2000 on the understanding that the Tribe would use the tract for low income Indian housing, an endangered species conservation reserve, and related uses (Kroll, 2000). In 2001, the Tribe entered into a local cooperative agreement with Madera County for low-income Indian housing. Under the agreement, the North Fork Rancheria Indian Housing Authority (“NFRIHA”) agreed to provide payments for each low-income Indian housing unit to the County in exchange for services. On June 27, 2002, the NFRIHA entered into a municipal services agreement with Madera County for water and sewer hookups for the housing development.

The Tribe applied to the BIA to have the HUD tract accepted into trust for the benefit of the Tribe and stated in its fee-to-trust application that the Indian housing plan for the tract “does not include space for commercial development and the Tribe has no intention at the time to alter the plan once the land is placed into trust... The Tribe does not contemplate, nor is there room for, commercial development on the property.” In late 2002, the BIA placed the HUD tract in trust for the Tribe on the understanding that the Tribe would use the land for tribal housing and related uses. Since then, the North Fork Rancheria Housing Authority has expended nearly \$2.5 million of HUD funding to develop the HUD tract. This funding has been used to construct a community center and to develop infrastructure, including roads, water, sewer, and pads for nine single-family homes. One of the nine homes and a youth center being built as an addition to the community center are currently under construction. Once the nine homes are built, the development of additional homes will depend on physical and environmental development constraints, infrastructure, and funding availability. While the Tribe had at one time anticipated the construction of up to 45 homes on the HUD tract, the steep topography has made development of the parcel far more difficult and expensive than anticipated and it is unclear how many additional homes can be built on the HUD

tract. **Figure 2-26** includes a rough display of proposed land uses over a topographical map of the HUD tract.

Section 20 of the Indian Gaming Regulatory Act (“IGRA”) provides that lands acquired by the Secretary in trust for the benefit of an Indian tribe after October 17, 1988 are not eligible for gaming unless one of the exceptions set forth in Section 20 of IGRA is applicable. Because the HUD tract was not taken into trust pursuant to the procedures applicable to lands to be used for gaming, no federal agency has determined that the lands qualify for one of the exceptions in Section 20 of IGRA. The HUD tract would be eligible for gaming only if, among other things, the Tribe requested an eligibility determination and: (1) the lands were deemed to have been taken into trust as part of the restoration of lands for an Indian tribe that is restored to federal recognition pursuant to Section 20(b)(1)(B)(iii) of IGRA, or (ii) pursuant to Section 20(b)(1)(A) of IGRA, the Secretary determined that, after consultation with the Indian tribe and appropriate State and local officials, including officials of other nearby Indian tribes, it 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 California concurred in the Secretary’s determination.

However, eligibility for gaming was never considered, as the Tribe does not intend to use the HUD tract for anything other than a housing development and related uses. The Tribe is fully committed to addressing the housing needs of its more than 1,400 tribal citizens, and the development of the HUD tract for housing is a critical component of its strategy to address those needs. As explained above, the Tribe has stated unequivocally to the federal government and the community that it would not use the HUD tract for commercial purposes, and has never considered using the land for any other purpose besides the present use. In addition to this intention not to change the use of the HUD tract, development of the HUD tract for commercial purposes (such as a casino) would be very difficult due to the steep and varied topography and sensitive biological features (the presence of habitat for the threatened valley elderberry longhorn beetle habitat, for instance) (HUD, 1999). Also, access to the HUD tract is via a single steep access road from a two-lane County roadway. The topography, biological factors, limited access, and rural location would necessitate the development of a very small facility. Few jobs would be created. The draw to the facility would likely be further limited by the proximity of three existing tribal gaming facilities located within 20 miles of the town of North Fork. The expensive construction costs and limited returns would likely constrain or eliminate the Tribe’s options for financing a casino development on the trust land, further limiting the potential revenue stream to fund tribal programs. Therefore, for the reasons stated above, development of the HUD tract for commercial purposes would not meet the purpose and need for the project and has been eliminated from further consideration.

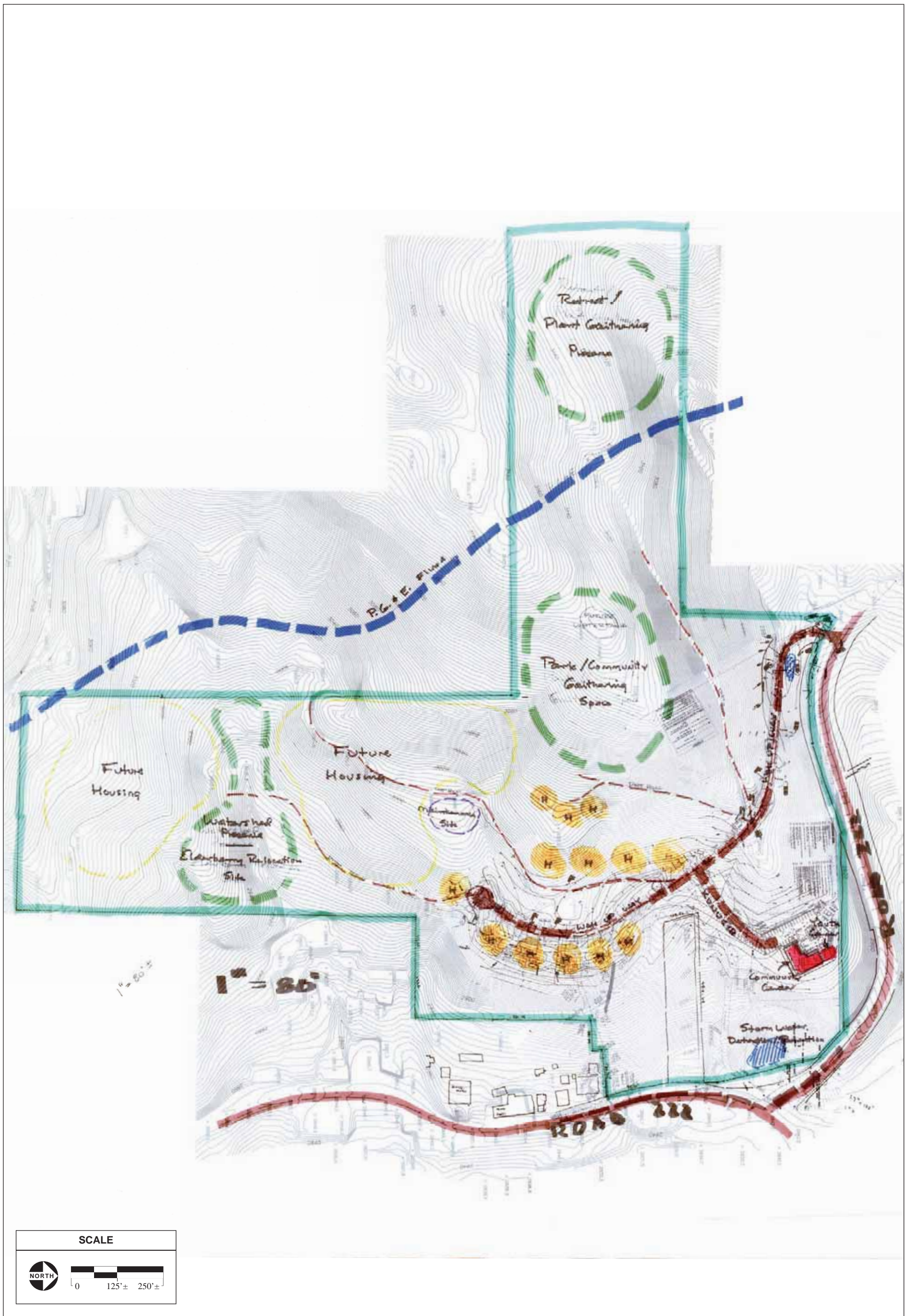


Figure 2-26
HUD Tract – Land Use Plan

North Fork Rancheria

The 80-acre North Fork Rancheria is located near the HUD tract, approximately two miles east of the town of North Fork. The original boundaries of the North Fork Rancheria were restored in 1987 pursuant to the Stipulation for Entry of Judgment (Madera County) in *Tillie Hardwick et al. v. United States of America*, Civil No. C-79-1710-SW (N.D. Cal. 1987). The stipulation provided that the lands within the exterior boundaries of the Rancheria shall be treated as any other federally recognized Indian reservation. Thus, the lands within the North Fork Rancheria are technically eligible for gaming under the IGRA. However, none of the lands within the exterior boundaries of the North Fork Rancheria are owned by, or held in trust for, the Tribe. Instead, all of such lands are held in trust for individual Indians. Neither the stipulation nor case law provides the Tribe with any special right to acquire or lease these lands on behalf of the Tribe. None of the beneficial owners of the North Fork Rancheria lands are required to convey an interest in those lands to the Tribe, and the Tribe would not be able to conduct gaming on the North Fork Rancheria lands unless it was able to obtain beneficial title to or a leasehold interest in those lands.

In addition, many of the same constraints to development of the HUD tract are also present on the North Fork Rancheria (particularly varied and steep topography). Unlike the HUD tract, no development has been completed or is proposed for the North Fork Rancheria other than scattered existing rural residences on the Rancheria. Also unlike the HUD tract, most of the Rancheria is undeveloped, with numerous and varied biological resources present throughout.

The Tribe also believes that a facility in the North Fork vicinity would generate considerable political opposition while doing little to advance the needs of its many tribal citizens or of the community. A relatively small facility on the Rancheria or the HUD tract would provide few jobs and generate only minimal revenues for the Tribe and even fewer for the larger community. Further, a facility around North Fork would likely be opposed by most local residents, many of who are retirees who recently moved to North Fork to enjoy the beauty of the Sierra foothills and escape the stress of city living. Based on informal conversations with North Fork residents and community leaders, the Tribe has concluded that local residents would resent the development of gaming operation as threatening the rural character of the North Fork area. Without the ability to cite real benefits to County residents in terms of jobs or revenues, the County Board of Supervisors would likely defer to the local community and possibly end up opposing commercial development in the North Fork area. Finally, any gaming facility in the North Fork area would likely be limited to a small facility with high construction costs, likely constraining or eliminating the Tribe's options for financing a casino development. An independent analysis by the Innovation Group (2006) confirmed that, if construction estimates were correct, a casino development on the North Fork Rancheria could not be successfully financed.

Therefore, for the reasons mentioned above, the Tribe did not consider development of a casino on the North Fork Rancheria. Nonetheless, development of a casino on the North Fork Rancheria (the North Fork site) is fully analyzed in this EIS as Alternative D (see **Section 2.5**) because commenters during the scoping period recommended that it be included as an alternative site, the site is eligible for gaming, it might be possible to lower construction costs to improve the viability of a casino development on the site, and the disruption of existing development would be limited.

NON-TRUST LANDS

Before undertaking a search for a proposed development site, Tribal representatives contacted the North Fork district representative of the Board of Supervisors of Madera County in 2003 to explore the possibility of developing a gaming facility in Madera County. The District Supervisor agreed that development of a gaming facility on the North Fork site would provide little benefit to the Tribe for the reasons discussed above. Recognizing the potential for hundreds of new jobs and other significant economic benefits for County residents, and welcoming the idea of working in cooperation with a local tribal government, the District Supervisor agreed to assist the Tribe in arranging meetings with community leaders so that the Tribe could consult with them to determine an appropriate location for its proposed gaming facility. As a result, the Tribe had the opportunity to consult with dozens of community leaders in the process of identifying an environmentally appropriate and viable location for its proposed gaming facility.

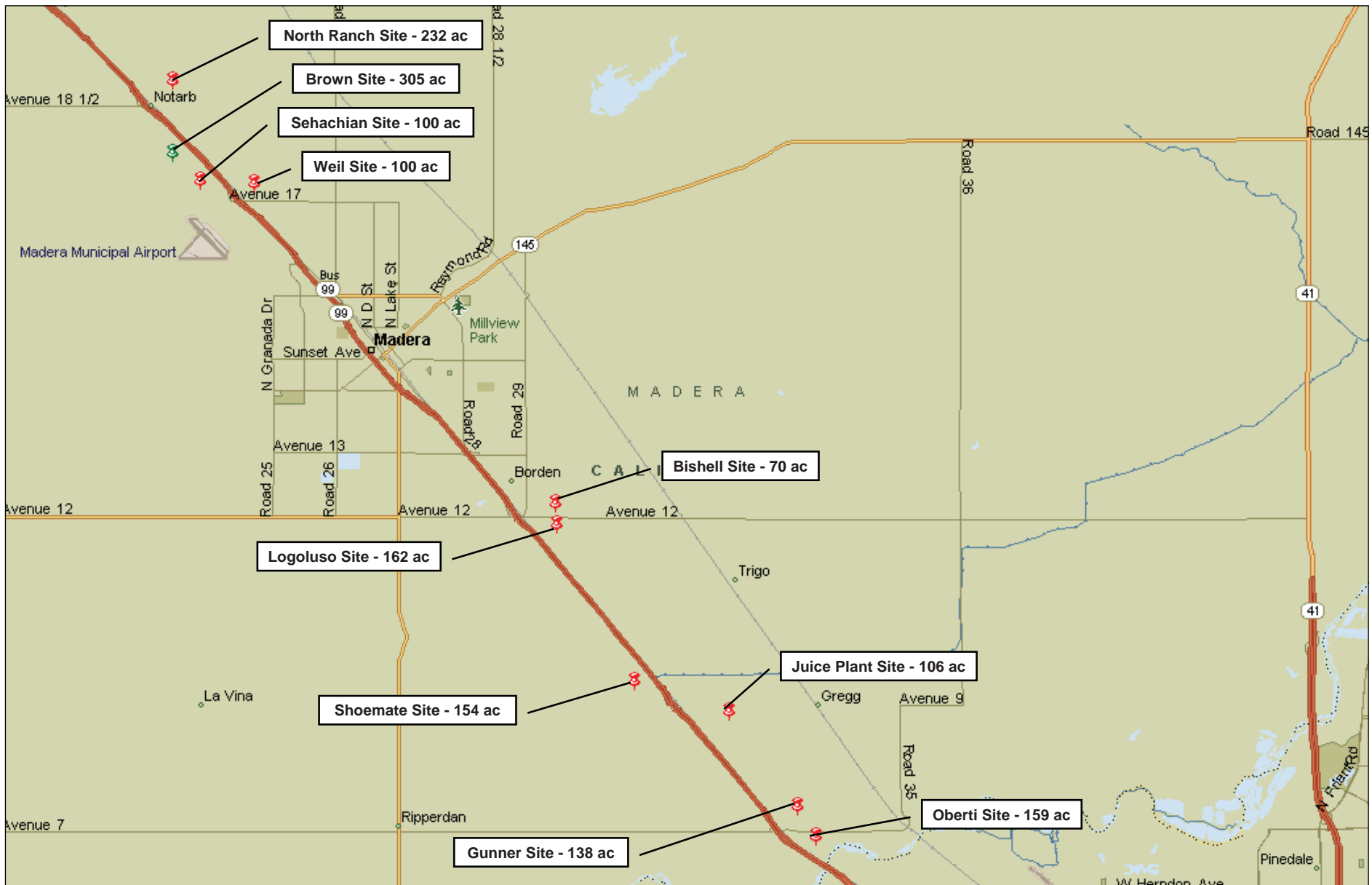
In searching for a proposed development site, the Tribe evaluated several properties that were available for purchase at the time of the Tribe's search. **Figure 2-27** displaces the general location of the properties that were considered. In considering various alternative properties, the Tribe sought a location for its proposed development with the following characteristics:

- Within the Tribe's historic area in Madera County;
- Away from existing tribal gaming operations so as to minimize competitive effects on neighboring tribes;
- Where it would provide significant economic and other benefits to County residents;
- Consistent with existing or proposed land uses;
- Away from the environmentally sensitive foothills;
- Capable of generating enough revenues to significantly advance the health, education, and welfare of the Tribe's nearly 1,400 tribal citizens (i.e. economically viable);
- A reasonable distance away from neighborhoods, schools, and churches;
- Offering excellent traffic access and circulation;
- Large enough to provide water and on-site treatment of waste water;
- Raising as few environmental concerns as possible; and
- Large enough to mitigate any environmental concerns that might arise on-site.

The Tribe primarily focused its efforts to examining sites along the SR-99 corridor. SR-99 is a four-lane highway (the only one in Madera County), on the floor of the San Joaquin Valley that serves as the primary traffic corridor through Madera County. The only other main highway corridor, State Route 41 (SR-41), is a two-lane highway that runs from the south entrance of Yosemite south to Fresno. Although the SR-41 corridor is clearly within the Tribe's historic area and a facility there would be economically viable, most of the corridor situated in Madera County lies within the environmentally sensitive foothills. Development in the foothills is problematic because of problems associated with building on steep terrain, loss of habitat for native plants and animals, water scarcity, and other concerns. Development along much of the corridor would be in conflict with the scenic nature of the corridor, which is lined with rolling pastures sprinkled with oaks and large rock outcroppings in the vicinity of the intersection of State Route 145 (SR-145) leading to the City of Madera. North of SR-145 the road narrows and winds up into the Sierra foothills to the Sierra foothill towns of Coarsegold, Oakhurst and the south entrance of Yosemite.

The Tribe felt that proposing a development along SR-41 would have raised not only environmental concerns, but also traffic concerns because of the already overburdened two-lane system. Further, the Tribe was concerned that a development along the SR-41 corridor would potentially have a very detrimental competitive effect on the gaming operations of neighboring tribes, including the Picayune Rancheria (whose Chukchansi Gold facility is located along SR-41 near Coarsegold) and the Table Mountain Rancheria in Fresno County. Finally, the Tribe was concerned that, based on its proximity to Fresno, development along the southern portion of the corridor would have primarily benefited Fresno County residents and had minimal impact on improving the lives of Madera County residents.

The Tribe considered numerous properties that were available for sale along the SR-99 corridor. Economically, the most attractive properties were located just off of Avenue 7 near the Fresno County line, as well as a few miles north at Avenues 9 and 11. Specifically, the Tribe considered the 159-acre Oberti and 138-acre Gunner properties at Avenue 7, and the 106-acre "Juice Plant" and 154-acre Shoemate properties at Avenue 9. These properties were readily accessible from the large Fresno market, raised few environmental concerns, and there was little concern about the commercial development of the sites.



However, the Tribe decided to eliminate these properties from further consideration for a variety of reasons. Access to the properties was constrained by the train tracks that run just east and parallel to SR-99. Further, the Tribe was concerned about the impact a development there would have on the gaming operations of neighboring tribes, particularly the Picayune Rancheria and Table Mountain Rancheria. The operations of both tribes draw heavily from the wealthy northeast Fresno and Clovis markets. The Tribe was concerned that those patrons would be attracted by the short travel distance to a new development at Avenue 7. Further, the Tribe was concerned that a development near Fresno would inure primarily to the residents of Fresno and not Madera County. Equally important, the Tribe was concerned that development of a facility along the southern stretch of SR-99 in Madera County would be inconsistent with existing land uses. Most of the surrounding area was used for agriculture, including orchards, a horse ranch, vineyards, and various crops.

Consequently, the Tribe turned its attention to available sites further from Fresno and closer to areas of existing development near the City of Madera. The Tribe considered the 162-acre Logoluso and 70-acre Bishell properties near the Avenue 12 interchange at Highway 99. These properties were situated in the County but were understood to be within the urban growth boundary of the City of Madera. Again, development in this area would be economically viable and would be consistent with existing plans to develop the area. However, the Tribe was concerned that a gaming facility might not fit with the proposed development of a large retail center surrounded by subdivisions of single-family homes. In addition, there was concern that the community might object to building a gaming facility near the community college located several miles east of the Avenue 12 interchange. Further, the Bishell property was deemed too small to provide the area necessary for wastewater spray fields, should the Tribe choose that option for wastewater disposal, and had potential wetland and flood plain issues. Ultimately, the Tribe concluded that a gaming facility on either property in the area, coupled with the proposed development, might put too much pressure on existing roads and infrastructure, and conflict with the County and City's vision for the area.

The Tribe did not seriously consider properties inside the City of Madera in order to avoid neighborhoods and schools and to avoid creating traffic issues. Having eliminated properties south of the City, the Tribe therefore considered properties north of the City at Avenue 17 and 18½. Specifically, the Tribe considered the 305-acre Brown property northwest of the Avenue 17 interchange, the 100-acre Sehachen property just south of the Brown property and north of Avenue 17, the 100-acre Weil property site on the northeast corner of the interchange, and the 232-acre North Ranch property at Avenue 18½. The two smaller properties (Sehachen and Weil) were rejected out of concern that they might not be large enough for wastewater sprayfields, in the event they were needed, or to accommodate other potential environmental mitigation needs. Further, the Weil property was located in close proximity to a residential neighborhood, and presented potential environmental issues based on its prior use as a dairy.

In March 2004, the Tribe announced that it had secured purchase options on the Brown and North Ranch properties located respectively at Avenues 17 and 18½. Following further discussions with community representatives and after conducting a preliminary constraints analysis, the Brown property (Madera site) ultimately became the proposed development site (the location for Alternatives A, B, and C). The North Ranch property was eliminated from further consideration for the reasons summarized below.

The North Ranch property consists of eleven adjacent parcels totaling approximately 353 acres (**Table 2-6**). It is located just northeast of the SR-99/Avenue 18½ interchange, approximately two miles north of the Madera site (**Figure 2-28**). The North Ranch property is bounded on the north by Avenue 19, light industrial land, and agricultural land; on the east by Road 24, agricultural land, and rural residential land; on the south by Avenue 18½, Dry Creek, and agricultural land; and on the west by Southern Pacific Railroad Tracks and SR-99. The North Ranch property is presently utilized for growing agricultural crops. A residence and associated outbuildings are located along the property's north-central border.

One of the primary reasons for eliminating the North Ranch property from further consideration was the encumbrance by Williamson Act contracts on more than half of the property (**Figure 2-29**). Under the provisions of the Williamson Act (California Land Conservation Act of 1965, Section 51200), landowners contract with the County to maintain agricultural or open space use of their lands in return for reduced property tax assessment. The contract is self-renewing and the landowner may notify the County at any time of intent to withdraw the land from its preserve status. Withdrawal involves a ten-year period of tax adjustment to full market value before protected open space can be converted to urban uses. Consequently, land under a Williamson Act contract can be in either a renewal status or a non-renewal status. Lands with a non-renewal status indicate the owner has withdrawn from a Williamson Act contract and is waiting for a period of tax adjustment for the land to reach its full assessed tax value.

It is possible to bypass the ten-year waiting period and cancel the Williamson Act contract. The Williamson Act discourages cancellation, however, and requires an onerous process, including various findings by the County, prior to allowing the cancellation of a contract. Specifically, the landowner must submit a petition to the Board of Supervisors for cancellation of the contract accompanied by a proposal for a specified alternative use of the land.

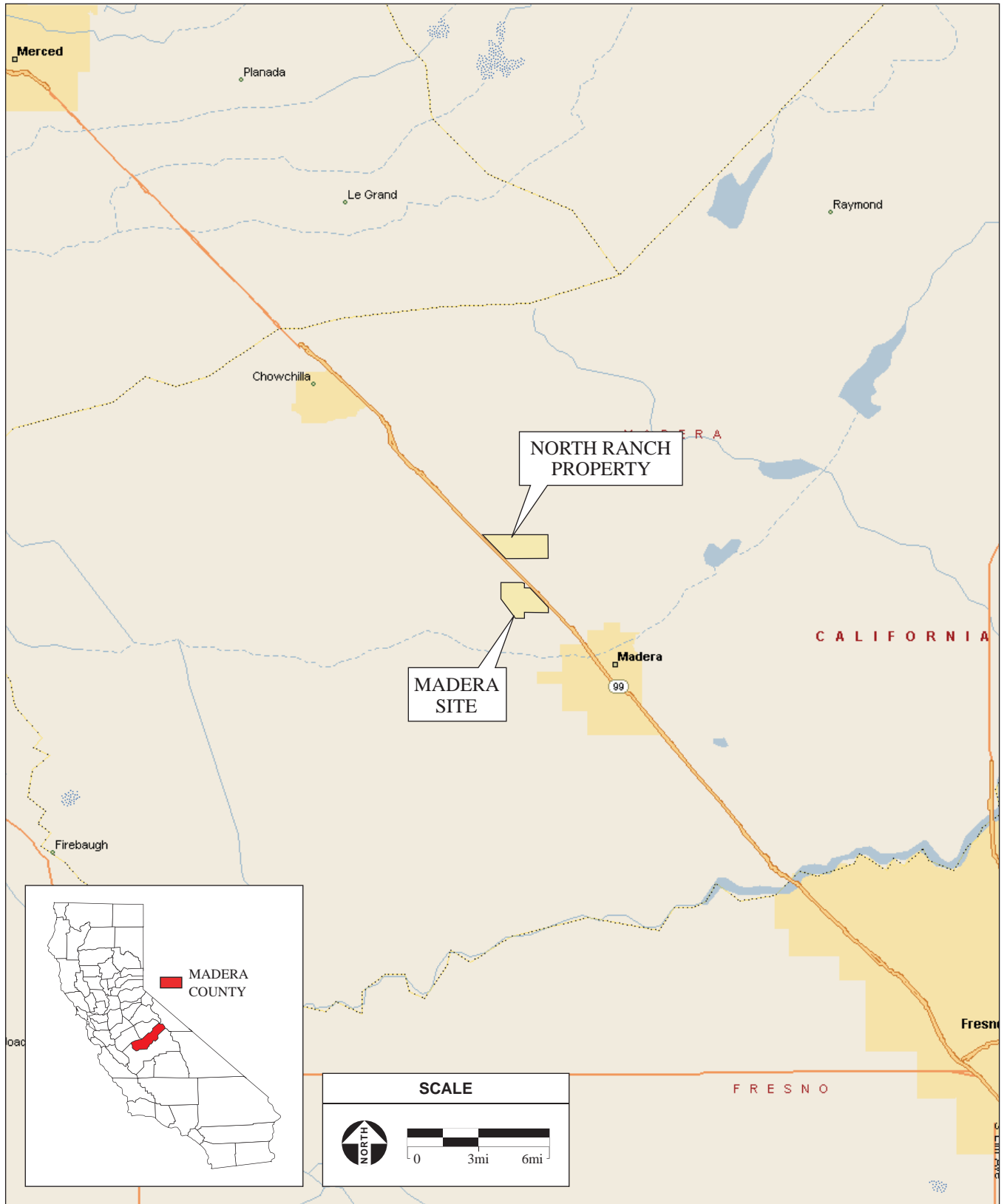
TABLE 2-6
NORTH RANCH PROPERTY – PARCELS

Assessors Parcel Number (APN)	Acres
029-260-001-000	19.77
029-260-002-000	26.63
029-280-007-000	19.54
029-280-008-000	18.54
029-280-009-000	9.77
029-280-033-000	137.94
029-280-050-000	15.98
029-280-051-000	8.76
029-280-052-000	8.76
029-280-029-000	77.14
029-280-010-000	9.77
TOTAL	352.60

SOURCE: Chicago Title Company, 2004; AES, 2004.

The Board may deny this request; however, the Williamson Act allows the Board to grant tentative approval of the cancellation if the Board makes a formal finding that the cancellation is in the public interest (this finding can only be made if the Board finds that public concerns substantially outweigh the objectives of the Williamson Act and there is no proximate noncontracted land which is available and suitable for the use proposed for the contracted land) or that cancellation is consistent with the purposes of the Williamson Act (this finding can only be made if the land is in nonrenewal, cancellation is not likely to result in the removal of adjacent lands from agricultural use, the cancellation is for an alternative use consistent with local planning designations, the cancellation will not result in discontinuous patterns of development, and there is no proximate noncontract land which is available and suitable for the use proposed for the contracted land). Successful Williamson Act contract cancellation is rare and did not appear to be a likely option for the North Ranch property Williamson Act contracts.

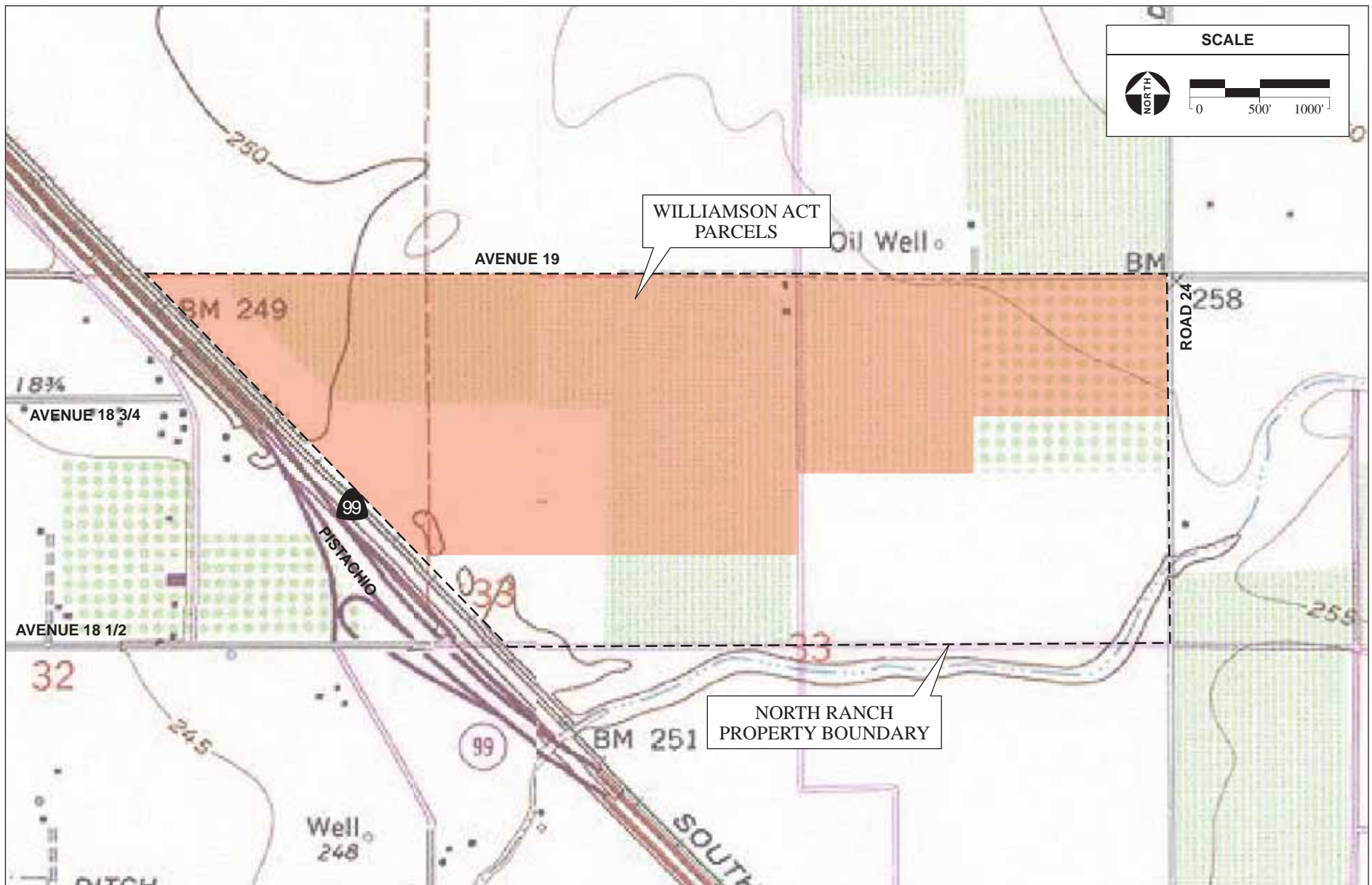
The northern-most six parcels of the North Ranch property, totaling 232.19 acres, are currently protected by the Williamson Act (**Figure 2-29**). A notice of non-renewal was filed for these parcels on May 21, 2003. Thus, the Williamson Act contracts will expire on May 21, 2013 and development on these lands would be possible at that time. The southern-most six parcels, totaling 120.41 acres and bordering Avenue 18½, are not currently protected by the Williamson Act (AES, 2004). The BIA has, in the past, been unwilling to take land into trust that is encumbered by the Williamson Act when that encumbrance may prevent the use of the site for its intended purpose.



SOURCE: Microsoft Streets & Trips, 2004; AES, 2006

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Figure 2-28
North Ranch Property – Regional Location Map



SOURCE: "Berenda, CA" & "Kismet, CA" USGS 7.5 Minute Topographic Quadrangles, Sections 32 & 33, T10S, R17E and Section 4, T11S, R17E, Mt. Diablo Baseline and Meridian; AES, 2006

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Figure 2-29
North Ranch Property – Williamson Act Parcels

Thus, assuming the BIA agreed to take the North Ranch property into trust so encumbered, any proposed development would be limited to the southern 120 acres of the property. These southern 120 acres are further constrained by the presence of Dry Creek on the property's southeastern corner. Dry Creek is an intermittent tributary to the Fresno River. It contains suitable aquatic habitat for several special status fishes, amphibians, and reptiles and is a jurisdictional water of the U.S. under the federal Clean Water Act.

Another constraint to development discovered on the North Ranch property was a close proximity to the Southern Pacific Railroad Tracks (along the property's western boundary). The close proximity of the railroad would result in frequent loud noises, which could disturb patrons of the proposed resort.

Finally, potentially hazardous materials were discovered on the North Ranch property. The property contains a 500-gallon aboveground storage tank, with no secondary containment measures and evidence of stained soils in the vicinity of the tank. The property also contains a fairly large debris pile, which appeared to contain mostly non-hazardous wastes, but was not inventoried (AES, 2004). Given the above constraints to development, the North Ranch property was eliminated from further consideration.

Old Mill Site

Several commenters during the DEIS comment period mentioned the location of the "Old Mill" in North Fork as a desirable alternative site for the development of a casino. The Old Mill site is a 135-acre site that housed a working lumber mill between 1941 and 1994. The site is currently owned by the North Fork Community Development Council (CDC), a charitable nonprofit California corporation. In 1998, after several years of community meetings, the CDC adopted a Master Plan for reuse of the mill site. The Master Plan reflects the community's desire that 60 percent of the developable land be used for some type of light industry, 30 percent for a recreational vehicle park and Visitor Center, and 10 percent for community serving uses such as picnic areas and trails. Finally, some areas were proposed to remain undeveloped, particularly in riparian areas. More recently the CDC has been overseeing various community development and cleanup related activities on the site and has just recently (January 2008) listed the site for sale in the amount of \$6,000,000 (CDC, 2008). Most recently the CDC has been pursuing the subdivision of the Old Mill site into 45 different parcels for mixed use (Christianson, 2008b).

The BIA has carefully considered these comments and has independently examined this site but has ultimately decided to eliminate this site from further consideration for the reasons stated below.

The site is the location of a long standing mill operation and has been found to be contaminated with petroleum hydrocarbons in the soil and water, pentachlorophenol (PCP) and dioxins, furans,

asbestos, and lead-based paint. Groundwater impacts from diesel fuels are believed to be the result of water leaching through impacted surface soils. Although groundwater samples collected in some onsite wells exceeded the Maximum Contaminant Level (MCL) taste and odor threshold of 100 micrograms per liter (ug/L), once the affected soils are removed from the NFLMS, the levels of diesel should decrease to levels that would not require remediation. The final phase of clean up of hydrocarbon impacted soils is expected to occur in 2008. This final phase of soil remediation will require excavation and removal of impacted soils. It is estimated 100 cubic yards of surface soils impacted with diesel hydrocarbons remain onsite. In addition to soil affected with diesel fuels, soils remain onsite that contain elevated levels of dioxins, furans, and pentachlorophenol (PCP). The areas affected with dioxins were identified as a former dip tank area and three large soil stockpiles. Samples exceeded the USEPA Preliminary Remediation Goals (PRGs) for PCP, but were below hazardous waste classification. The PCP excursions are not widespread and are limited to the dip tank area. The soil stockpiles were found to have dioxins and furans that would prevent onsite use. Given the presence of these materials onsite, several remedial actions were offered to DTSC to allow unrestricted use of the NFLMS. Remedial options include excavation, off-site disposal and treatment, on-site bioremediation, chemical treatment, and natural attenuation. Based on information provided in the March 2006 Focused Feasibility Study and Focused Health Evaluation prepared by Bryan A. Stirrat and Associates, INC, NFLMS site has been extensively sampled and constituents have been identified and delineated. As stated above, the primary areas of concern are several soil stockpiles and the former dip tank area. The CVRWQCB case worker was contacted to discuss current remedial options at the site. The remedial action that was chosen is excavation and offsite removal of impacted soils. According to the case worker, Jeff Hammel, a Soil Removal Workplan is expected to be submitted to DTSC and the CVRWQCB before fall of 2008. The workplan will outline soil removal activities for all affected onsite soils. It is believed the removal of affected soils would allow for unrestricted use of NFLMS although the potential for the presence of unknown contamination related to past uses on the site remains. Thus, although some remediation has occurred and the completion of remediation for the proposed uses (primarily light industrial) is expected by 2009, the potential for unanticipated discoveries of contamination remains elevated and therefore potential liability remains for future remediation should such contamination be uncovered.

Given that the Old Mill site is in a relatively remote location near the Rancheria and HUD sites, similar disadvantages attracting customers would be present, reducing the potential for job development and the ability of the project to create a revenue stream sufficient to fund Tribal programs. Peckinpah Creek and a tributary to this creek run through the Old Mill site, creating constraints to development through the presence of waters of the U.S. and species habitat.

Finally, when the CDC learned that the BIA was considering the Old Mill site as an alternative for the Tribe's proposed casino project, it sent two letters to the BIA stating that the site would not be sold for the development of a casino project given that such a use was inconsistent with its Master Plan (Christianson, 2008a). According to the CDC, the idea of locating a casino at the site was

discussed with the community during the preparation of the Master Plan. Apparently, the concept “gained no public support to speak of (including from the Rancheria), and actually received widespread community disapproval. The CDC Board feels confident that there is a strong community disposition against there being a casino located at the mill site (Christianson, 2008b).”

2.7.2 REDESIGN ALTERNATIVE

The proposed project has been designed to avoid and minimize impacts to the environment, including impacts to any potential jurisdictional wetlands or waters of the U.S., which are typically sensitive biological habitats. The project facilities have also been sited near the center of the site in order to maximize the distance between project facilities and nearby residences and agricultural operations. Other financially and technically feasible site designs were considered in an attempt to further reduce environmental effects. However, the relative uniformity of natural features and surrounding uses resulted in an inability to devise a site plan that would further avoid or minimize significant environmental effects. Therefore, a redesign alternative was eliminated from further consideration.

2.7.3 LARGE GAMING/HOTEL RESORT ON NORTH FORK SITE

After the North Fork site was chosen as an alternative site that would be analyzed in this EIS (see **Section 2.5**), a site plan was prepared for the development of a casino on the site. Various sized facilities were considered. A resort of a size proposed under Alternative A was ultimately eliminated from further consideration, for the reasons explained below, in favor of a smaller casino facility.

In an effort to determine whether and what sized development would be feasible, primarily from an environmental and economic standpoint, a civil engineer and a socioeconomic consultant were consulted. According to the civil engineer, although slopes are relatively steep throughout the North Fork site (estimated at 25% from the eastern to western boundary), the portion of the property to the west of the existing access road has slightly less steep slopes and would require slightly less cut and fill to prepare a building pad (Karn, 2005). This assessment was based on a review of the U.S. Geological Survey topographic map for the North Fork site. Development of the western portion of the property would also ensure that existing residences north of the access road would not need to be relocated.

It was the opinion of the proposed management company, SC Madera Management, LLC, that due to the remote location of the North Fork site and considering existing competition, any development, and especially a large development, would be difficult to finance and operate profitably (Dunkeson, 2005). Therefore, in order to determine what size facility could be feasible alternative on the North Fork site from a profitability perspective, an independent socioeconomic consultant (the Innovation Group) was contacted to make a recommendation.

In April 2005, the Innovation Group completed a market potential and facility sizing analysis for a development on the North Fork site (**Appendix R**, see Appendix 1 to the Socioeconomic Assessment). This analysis concluded that to accommodate potential gamer visits and to have as competitive a facility as possible, a facility with approximately 275 slot machines and 6 tables would be advised on the North Fork site. According to the Innovation Group, by subtracting more than 25 machines from this number, the scale of the facility would be too small to warrant visitation and provide variety, given the level of competition in the market. Similarly, adding more than 25 devices would provide for diminishing marginal returns, with the level of investment necessary far outweighing any economic benefits that could be received. In fact, the Innovation Group noted that, although a specific analysis of construction costs was not performed, due to the challenges on the site (steep slope, potentially minimal soil depth to bedrock), such costs were estimated at over \$20 million (these costs were later estimated at approximately \$41 million in the April 2005 Socioeconomic Assessment), which would make it difficult to successfully finance any casino on the site, even the optimally sized 275 slot machine variety. Thus, although a 275-slot facility has marginal potential for profitability on the North Fork site, possibly aided by an effective advertising campaign and a possible reduction in construction costs if financing could be obtained, a facility sized similarly to the proposed project would be far too expensive to construct on the North Fork site considering the potential profitability, and would not constitute a feasible alternative. The Alternative D casino was therefore sized to accommodate approximately 275 slot machines and six table games on the western side of the existing access road. A larger facility on the North Fork site was eliminated from further consideration.

2.8 PREFERRED ALTERNATIVE

Consistent with the BIA NEPA Handbook, the Department of the Interior Departmental Manual (515 DM 4), the CEQ NEPA Regulations (40 C.F.R. § 1502.14), and the CEQ NEPA Forty Most Asked Questions guidance document (46 Fed. Reg. 18026 (1981)), the BIA considers an alternative's ability to meet the purpose and need of the proposed action and the overall impact on the environment when selecting a Preferred Alternative. In this case, the proposed project (Alternative A) would best meet the purpose and need of the proposed action, given that it would maximize long-term Tribal revenues. This revenue source would be used to effectuate the purpose of IGRA to promote "tribal economic development, self-sufficiency, and strong tribal governments (25 U.S.C. Section 2702)." The development of the proposed project would meet this purpose better than the other development alternatives, due to the reduced revenues that would be expected from the operation of Alternatives B-D and the difficulty in obtaining financing for Alternative D. The proposed project would result in greater sustained revenues for the Tribe. The No Action Alternative (Alternative G) would not result in revenues to the Tribe and would therefore not meet the purpose and need of the proposed action.

Of the alternatives considered, the Madera site alternatives would result in the lowest overall impact on the human environment relative to their economic benefits to the Tribe given that the

Madera site is less biologically sensitive than the North Fork site and is closer to existing development and infrastructure. As explained above, of the three alternatives located on the Madera site (A, B, and C), Alternative A would best meet the purpose and need. Alternatives B and C would generally result in slightly lower environmental impacts, due to the reduced intensity of development. Mitigation measures, however would provide that most post-mitigation impacts of Alternative A would be similar to post-mitigation impacts of Alternatives B and C (for example, while the impacts to neighboring wells may be slightly higher under Alternative A, mitigation measures contained in **Section 5.2.2** would serve to restore neighboring well owners to a similar pre-project condition no matter which alternative is developed). Thus, Alternative A is judged by the BIA to best meet the purpose and need while minimizing impacts on the human environment. Therefore, the BIA has selected the proposed project (Alternative A) as its Preferred Alternative.