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OFFICE OF THE GREAT SEAL

AMENDMENT TO
A COMPACT BETWEEN
THE LITTLE RIVER BAND OF OTTAWA INDIANS
AND
THE STATE OF MICHIGAN
PROVIDING FOR THE CONDUCT OF TRIBAL CLASS III GAMING
BY THE LITTLE RIVER BAND OF OTTAWA INDIANS

The Compact made and entered on the 3rd day of December, 1998 by and between the LITTLE RIVER BAND OF OTTAWA INDIANS (hereinafter referred to as "Tribe") and the STATE OF MICHIGAN (hereinafter referred to as "State") approved by the Secretary of the Interior by publication in the Federal Register on February 18, 1999 at 64 Fed. Reg. 8111, is hereby amended in accordance with Section 16 of the Compact. All provisions of the Compact not explicitly added or amended herein shall remain in full force and effect.

Section 3 (Authorized Class III Games) is amended by adding the following new language as subsection A(9):

(9) Lotteries, raffles, and similar games offered on the premises of the casino as a promotional activity designed to attract additional customers to the premises.

Section 4(M)(5) is amended to read as follows:

(5) The Tribe shall make an annual payment in the amount of $50,000 or .05% of the annual Net Win at the Tribe's Class III gaming facility, whichever amount is greater, to the Michigan Gaming Control Board, or to its successor as determined by law, to be applied by the State toward the costs it incurs in carrying out functions authorized by the terms of this Compact. Such payments shall be based on a twelve month fiscal period beginning on October 1 and ending on September 30. Any payment due and owing for that fiscal period shall be made within 45 days of the end of that fiscal period.

Section 12 (A) and 12 (B) is amended to read as follows:

(A) This Compact shall be binding upon the State and the Tribe until October 31, 2028 unless modified or terminated by written agreement of both parties.

(B) At least one year prior to the expiration of this Compact, and thereafter at least one year prior to the expiration of each subsequent five (5) year period, either party may serve written notice on the other of its right to renegotiate this Compact. The parties agree that 25 U.S.C. § 2710(d)(3) through (8), or any successor provisions of law, apply to successor Compacts.

Section 17 is amended to read as follows:

Section 17. Economic Incentive Payments to State

(A) The State and the Tribe have determined that it is in their mutual best interests to maximize the economic benefits of Class III gaming for the Tribe and to work cooperatively toward that end. The Tribe has further determined that it is in the best interests of the Tribe to provide the State with an economic incentive intended to encourage the State to promote economic policies and activities that are beneficial to the Tribe's Class III gaming business and to discourage the State from authorizing adverse competition or other economic policies or activities that are harmful to the Tribe's Class III gaming business.

(B) In consideration of the agreements contained in the Stipulation Settling Lawsuit and Distributing Funds Held in Escrow entered into by the parties on January 24, 2008 in *Little River Band of Ottawa Indians et al v State of Michigan et al*, 6th Cir. No 07-1913 (W.D. Mich. No. 5:05CV0095) and in furtherance of the determinations described in subsection (A) of this section, the Tribe agrees that it shall make an annual payment of 6% of the Net Win at its Class III gaming facility to the Michigan Strategic Fund, or its successor as determined by State law, subject to all of the following conditions:

(1) Such payments shall be based on a twelve month fiscal period beginning on October 1 and ending on September 30. Any payment due and owing for that fiscal period shall be made within 45 days of the end of that fiscal period.

(2) Prior to making any payment under this subsection, the Tribe shall calculate the average annual Net Win for the three fiscal periods immediately preceding the fiscal period for which payment is due. If the Net Win for the period for which payment is due (the "Payment Period") is equal to or greater than the average annual Net Win for the three fiscal periods that preceded the Payment Period, the Tribe shall make payment in full at the rate specified by this section. However, if the Net Win for the Payment Period is less than the average annual

Net Win for the three fiscal periods that preceded it, the Tribe may reduce its payment as follows:

> The Tribe shall subtract the Net Win for the Payment Period from the average annual Net Win for the three fiscal periods that preceded the Payment Period to determine the difference, shall calculate the ratio of that difference to the average annual Net Win for the three fiscal periods that preceded the Payment Period to determine the percentage of that reduction, and may reduce the payment otherwise due by twice that percentage.

By way of example, if the annual average Net Win for the three fiscal periods that preceded the Payment Period is $100 million and the Net Win for the current Payment Period falls to $90 million, the difference would be $10 million, the percentage difference would be 10%, and the Tribe would therefore be entitled to reduce the payment otherwise due by twice that rate or 20%.

(3) If the State authorizes or consents to the opening of a new Commercial Gaming Facility within the Tribe's Competitive Market Area by any person or entity, or fails to take action to challenge or prohibit the opening of a new Commercial Gaming Facility in violation of state law within the Tribe's Competitive Market Area by any person or entity, the Tribe's payment obligation shall be suspended for the fiscal period in which such new facility opens to the public and shall remain suspended indefinitely thereafter until the first fiscal period during which the Tribe's Net Win equals or exceeds 110% of the Net Win for the fiscal period immediately preceding the period in which the payment was suspended at which time the Tribe's payment obligation will be reinstated at the rate of 4% of Net Win and shall continue at that rate for the remaining term of the Compact. This subsection may be invoked by the Tribe only once during the term of this Compact but payments at the reduced 4% rate continue to be subject to the provisions of section 17(B)(2).

(C) As used in this subsection:

(1) "Net Win" means the total amount wagered on each electronic game of chance, minus the total amount paid to players for winning wagers at such machines.

(2) "Commercial Gaming Facility" means a facility operated by any person or entity including the State that contains 85 or more electronic wagering devices that are electronic games of chance as defined in Section 3(A)(5) of this Compact or other similar electronic devices designed and intended to closely simulate an electronic game of chance, regardless of how a device is categorized under IGRA or whether the device operates independently or through any type of common server, including video lottery terminals, stand alone keno devices, and other similar devices. "Commercial Gaming Facility" shall also include multiple facilities that are adjoining or located in close walking distance to each other if they participate in a coordinated marketing arrangement that represents them collectively as a single gaming district or destination. "Commercial Gaming Facility" does not include:

(a) charitable gaming conducted under the provisions of the Traxler-McCauley-Law-Bowman Bingo Act, MCL 432.101 et seq, or

(b) a Class III gaming facility operated by a federally-recognized or acknowledged Indian Tribe (other than the Little River Band of Ottawa Indians) unless:

(i) the facility is operated by such tribe pursuant to IGRA with the approval of the state under a compact or compact amendment with the State; and

(ii) the compact or amendment permits that tribe to conduct gaming simultaneously in more than one location; and

(iii) the facility is such tribe's second or subsequent simultaneous location; and

(iv) the facility is located within the "Competitive Market Area" defined by subsection (3) below; and

(v) The Little River Band of Ottawa Indians have not consented in writing to the opening of that tribe's second or subsequent site within its "Competitive Market."

(3) "Competitive Market Area" means the counties of Manistee, Wexford, Mason, Lake, Oceana, Newaygo, Muskegon, Ottawa, and Kent.

IN WITNESS WHEREOF, the Tribal Ogema acting for the Little River Band of Ottawa Indians and the Governor acting for the State of Michigan have signified their approval by their respective signatures.

By: _____
Larry Romanelli, Ogema

By: _____
Jennifer M. Granholm, Governor

Dated: 1-24-08

Dated: 1/29/08

United States Department of the Interior

OFFICE OF THE SECRETARY
WASHINGTON, D.C. 20240

TAKE PRIDE IN AMERICA

MAR 11 2008

Honorable Jennifer M. Granholm
Governor
State of Michigan
P.O. Box 30013
Lansing, Michigan 48909

Dear Governor Granholm:

On January 25, 2008, we received an amendment to the 1998 class III gaming compact between the Little River Band of Ottawa Indians (Tribe) and the State of Michigan (State), executed on January 24, 2008 (Amendment).

Pursuant to Section 11(d)(8)(c) of the Indian Gaming Regulatory Act of 1988 (IGRA), 25 U.S.C. 2710(d)(8)(C), the Secretary may approve or disapprove the Amendment within 45 days of its submission. If the Secretary neither approves nor disapproves the Amendment within 45 days, IGRA provides that the Amendment is considered to have been approved, "but only to the extent the [Amendment] is consistent with the provisions of [IGRA]. The Amendment takes effect when notice of its approval is published in the Federal Register pursuant to Section 11(d)(3)(B) of IGRA, 25 U.S.C. § 2710(d)(3)(B).

We neither approved nor disapproved the Tribe's Amendment within the 45 day period. Therefore, the Amendment is considered to have been approved pursuant to IGRA.. We chose not to affirmatively approve the Amendment because of concerns with amended language included in Section 17 of the Compact as explained below.

Background

The Amendment is the result of a negotiated settlement of litigation between the Tribe and the State over the obligation of the Tribe to continue making revenue-sharing payments of 8% of net win from electronic games of chance to the State under its existing compact notwithstanding the State's decision to operate Club Keno. The U.S. District Court for the Western District of Michigan, in *Little River Band of Ottawa Indians and Little Traverse Bay Bands of Odawa Indians v. Michigan*, held that the State, as a party to the compact, was not an "other person" within the meaning of the compact's exclusivity language and its operation of Club Keno, therefore, did not terminate the Tribe's revenue-sharing payment obligation.

Under the Amendment, the revenue-sharing payment is reduced to 6% of net win, and the exclusivity provision will apply to state-run gaming operations as well as to other commercial gaming operations. However, the exclusivity zone is no longer state wide,

but limited to ten counties included in the Tribe's "competitive market area." If a commercial or state-run gaming facility is authorized in the competitive market area, the payments cease immediately, and only resume at a lower rate of 4% of net win if net win from the Tribe's gaming facility climbs to 110% of what it was before the exclusivity breach. However, the term "gaming facility" does not include a facility that operates fewer than 85 electronic gaming devices. The Amendment also provides for a reduction in payment should the profits of the Tribe decrease below the average of the previous three years. In addition, should the Tribe open a second gaming establishment, the payment to the State for that facility would be 6% of net win as compared to the current compact payment of 10% to 12% of net win.

Analytical framework

Our analysis of this revenue sharing agreement begins with section 25 U.S.C. § 2710(d)(4). This section provides that "nothing in this section shall be interpreted as conferring upon a State or any of its political subdivisions authority to impose any tax, fee, charge or other assessment upon an Indian tribe . . . to engage in Class III gaming activity." As a result, the Department of the Interior has sharply limited the circumstances under which Indian tribes can make direct payments to a state for purposes other than defraying the costs of regulating Class III gaming activities.

As our previous compact decision letters have stated, in order to determine whether revenue sharing violates 25 U.S.C. § 2710(d)(4), we first look to whether the State has offered meaningful concessions. We have traditionally viewed this concept as one where the State concedes something that it was otherwise not required to negotiate and it provides a benefit to the Tribe, i.e. exclusivity or some other benefit. In other words, we examine whether the State has made meaningful and significant concessions in exchange for receiving revenue sharing.

The next step in our analysis is to determine whether these concessions result in a substantial economic benefit to the Tribe. The payment to the state must be appropriate in light of the value of the economic benefit conferred on the Tribe. This analysis (meaningful concessions by the State and substantial economic benefit conferred on the tribe) allows us to ascertain that revenue-sharing payments are the product of arms-length negotiations, and not tantamount to the imposition of a tax, fee, charge or other assessment prohibited under 25 U.S.C. § 2710(d)(4).

Conclusion

There is no question that the Tribe has provided sufficient documentation to show that it is in a far better position under the terms of the Amendment than it would be under the terms of the existing compact as interpreted by the U.S. District Court for the Western District of Michigan. For that reason, we do not believe that the Amendment should be disapproved. However, we are sufficiently troubled by the reduction in the exclusivity zone, the 85 gaming-device exemption within that zone, and the contingent 4% net win continued payment to be unable to determine with certainty that new Section 17 of the

Compact meets the two-prong test articulated in the analytical framework section of this letter so as to warrant an affirmative approval of the Amendment. This Amendment is entered into in connection with the settlement of pending litigation, and thus presents a set of unique circumstances resulting in our decision to neither approve nor disapprove the Amendment within the 45-day statutory time frame.

We wish the Tribe and the State success in their economic venture. An identical letter is being sent to the Chairman, Little River Band of Ottawa Indians.

Sincerely,

George T. Skibine
Acting Deputy Assistant Secretary –
Policy and Economic Development

Clay and Franklin Counties for Individual Assistance (already designated for Public Assistance).

Craighead and Greene Counties for Individual Assistance (already designated for emergency protective measures [Category B], limited to direct Federal assistance, under the Public Assistance program).

Cross, Garland, Lonoke, Saline, and St. Francis Counties for Public Assistance.

Craighead, Greene, and White Counties for Public Assistance (already designated for emergency protective measures [Category B], limited to direct Federal assistance, under the Public Assistance program).

Prairie County for Public Assistance (already designated for Individual Assistance).

(The following Catalog of Federal Domestic Assistance Numbers (CFDA) are to be used for reporting and drawing funds: 97.030, Community Disaster Loans; 97.031, Cora Brown Fund; 97.032, Crisis Counseling; 97.033, Disaster Legal Services; 97.034, Disaster Unemployment Assistance (DUA); 97.046, Fire Management Assistance Grant; 97.048, Disaster Housing Assistance to Individuals and Households In Presidential Declared Disaster Areas; 97.049, Presidential Declared Disaster Assistance—Disaster Housing Operations for Individuals and Households; 97.050, Presidential Declared Disaster Assistance to Individuals and Households—Other Needs; 97.036, Disaster Grants—Public Assistance (Presidentially Declared Disasters); 97.039, Hazard Mitigation Grant.)

R. David Paulison,

Administrator, Federal Emergency Management Agency.

[FR Doc. E8–8558 Filed 4–18–08; 8:45 am]

BILLING CODE 9110–10–P

DEPARTMENT OF HOMELAND SECURITY

U.S. CUSTOMS AND BORDER PROTECTION

Approval of Inspectorate America Corporation, as a Commercial Gauger

AGENCY: U.S. Customs and Border Protection, Department of Homeland Security.

ACTION: Notice of approval of Inspectorate America Corporation, as a commercial gauger.

SUMMARY: Notice is hereby given that, pursuant to 19 CFR 151.13, Inspectorate America Corporation, Plot 49 Castle Coakley St., Christiansted, St. Croix, VI 00820, has been approved to gauge petroleum, petroleum products, organic chemicals and vegetable oils for customs purposes, in accordance with the provisions of 19 CFR 151.13. Anyone wishing to employ this entity to conduct gauger services should request and receive written assurances from the entity that it is approved by the U.S. Customs and Border Protection to conduct the specific gauger service requested. Alternatively, inquires regarding the specific gauger service this entity is approved to perform may be directed to the U.S. Customs and Border Protection by calling (202) 344–1060. The inquiry may also be sent to *cbp.labhq@dhs.gov*. Please reference the Web site listed below for a complete listing of CBP approved gaugers and accredited laboratories.

http://cbp.gov/xp/cgov/import/operations_support/labs_scientific_svcs/commercial_gaugers/.

DATES: The approval of Inspectorate America Corporation, as commercial gauger became effective on January 15, 2008. The next triennial inspection date will be scheduled for January 2011.

FOR FURTHER INFORMATION CONTACT: Randall Breaux, Laboratories and Scientific Services, U.S. Customs and Border Protection, 1300 Pennsylvania Avenue, NW., Suite 1500N, Washington, DC 20229, 202–344–1060.

Dated: April 10, 2008.

Ira S. Reese,

Executive Director, Laboratories and Scientific Services.

[FR Doc. E8–8464 Filed 4–18–08; 8:45 am]

BILLING CODE 9111–14–P

DEPARTMENT OF THE INTERIOR

Office of the Secretary

Invasive Species Advisory Committee

AGENCY: Office of the Secretary, Interior.

ACTION: Notice of Public Meetings of the Invasive Species Advisory Committee.

SUMMARY: Pursuant to the provisions of the Federal Advisory Committee Act, notice is hereby given of meetings of the Invasive Species Advisory Committee. The purpose of the Advisory Committee is to provide advice to the National Invasive Species Council, as authorized by Executive Order 13112, on a broad array of issues related to preventing the introduction of invasive species and providing for their control and minimizing the economic, ecological, and human health impacts that invasive species cause. The Council is co-chaired by the Secretary of the Interior, the Secretary of Agriculture, and the Secretary of Commerce. The duty of the Council is to provide national leadership regarding invasive species issues. The purpose of a meeting on May 12–14, 2008 is to convene the full Advisory Committee and to discuss implementation of action items outlined in the National Invasive Species Management Plan, which was finalized on January 18, 2001.

DATES: Meeting of the Invasive Species Advisory Committee: Monday, May 12, 2008 through Wednesday, May 14, 2008; beginning at approximately 8 a.m., and ending at approximately 5 p.m. each day. Members will be participating in an off-site tour on Thursday, May 15, 2008.

ADDRESSES: National Park Service Building, 240 West 5th Avenue, Anchorage, AK 99501.

FOR FURTHER INFORMATION CONTACT: Kelsey Brantley, National Invasive Species Council Program Analyst and ISAC Coordinator, (202) 513–7243; Fax: (202) 371–1751.

Dated: April 15, 2008.

Lori Williams,

Executive Director, National Invasive Species Council.

[FR Doc. E8–8533 Filed 4–18–08; 8:45 am]

BILLING CODE 4310–RK–P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of Tribal-State Class III Gaming Amendment Taking Effect.

SUMMARY: This publishes notice of an Amendment to the 1998 Class III Gaming Compacts between the State of Michigan and the Little Traverse Bay Bands of Odawa Indians and the Little River Band of Ottawa Indians taking effect.

EFFECTIVE DATE: April 21, 2008.

FOR FURTHER INFORMATION CONTACT: George T. Skibine, Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219–4066.

SUPPLEMENTARY INFORMATION: Under Section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100–497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the **Federal Register** notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. This Amendment is entered into in connection with the settlement of pending litigation and thus presents a set of unique circumstances resulting in our decision to neither approve nor disapprove the

Amendment within the 45-day statutory time frame.

Dated: March 25, 2008.

Carl J. Artman,

Assistant Secretary—Indian Affairs.

[FR Doc. E8–8494 Filed 4–18–08; 8:45 am]

BILLING CODE 4310–4N–P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[ID–210–5101–ER–D050, IDI–35183/NVN–84663]

Notice of Intent To Prepare an Environmental Impact Statement for the Proposed China Mountain Wind Project

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of intent.

SUMMARY: The Bureau of Land Management (BLM) Jarbidge Field Office, Twin Falls District, Idaho, intends to prepare an Environmental Impact Statement (EIS) for the proposed China Mountain Wind Project, located on 30,700 acres of public, state, and private lands in the Jarbidge Foothills, southwest of the town of Rogerson in Twin Falls County, Idaho, and west of the town of Jackpot in Elko County, Nevada. The EIS will analyze the potential environmental impacts of the construction and operation of a proposed wind power generation facility, associated transmission facilities, and access roads. The EIS will be prepared in accordance with the Federal Land Policy and Management Act of 1976 (FLPMA) (43 U.S.C. 1701), as amended; the National Environmental Policy Act of 1969 (NEPA) (42 U.S.C. 4321), as amended; and the Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500–1508). This notice initiates the public scoping process to identify relevant issues associated with the proposed project.

DATES: The scoping period will commence with the publication of this notice. The formal scoping period will end 60 days after the publication of this notice. Comments regarding issues relative to the proposed project should be received on or before June 20, 2008 using one of the methods listed below. The BLM will announce public scoping meetings through local news media, newsletters, and the BLM Web site: *http://www.blm.gov/id/st/en/fo/jarbidge.html* at least 15 days prior to the first meeting.

ADDRESSES: You may submit comments by any of the following methods:

- *E-mail: id_chinamtn_eis@blm.gov.*
- *Fax:* (208) 736–2375 or (208) 735–2076.
- *Mail:* Project Manager, China Mountain EIS, Jarbidge Field Office, 2536 Kimberly Road, Twin Falls, Idaho 83301.

Comments can also be hand delivered to the Jarbidge Field Office at the address above. Documents pertinent to this proposal may be examined at the Jarbidge Field Office.

FOR FURTHER INFORMATION CONTACT: China Mountain Wind Project Manager, Jarbidge Field Office, 2536 Kimberly Road, Twin Falls, Idaho 83301, telephone (208) 732–7413.

SUPPLEMENTARY INFORMATION: China Mountain Wind, LLC, has submitted a right-of-way application to BLM to build a commercial wind power generation facility capable of generating up to 425 megawatts (MW) of electricity. Up to 185 wind turbines, each having a generating capacity between 2.3 and 3.0 MW, would be installed on an area covering approximately 30,700 acres in the Jarbidge Foothills, southwest of Rogerson, Idaho and west of Jackpot, Nevada. The proposed project area includes public land administered by the BLM Elko District, Wells Field Office in northeastern Nevada, public lands administered by the BLM Twin Falls District, Jarbidge Field Office, and State of Idaho and private lands in south-central Idaho.

Administrating ownership	Acres (rounded)
BLM—Jarbidge Field Office, Twin Falls District, Idaho	15,300
BLM—Wells Field Office, Elko District, Nevada	4,700
State of Idaho	2,000
Private	8,700
Total	30,700

The turbines proposed for the project would have tower heights ranging from 200 to 250 feet and rotor diameters ranging from 250 to 300 feet. Each turbine would be set on a large concrete foundation. Turbines would be connected by underground electrical cable to one or two substations. Each substation would be sited on a 2-acre area and would consist of a graveled, fenced area containing transformer and switching equipment and an area to park utility vehicles. Up to 15 miles of new 3-phase 138 kV or 345 kV overhead transmissions circuit would be constructed from each substation to a switching station at the point of interconnection with an existing transmission line. The transmission line would be supported by single steel or double wood poles with a distance of 400 to 500 feet between poles. Other required facilities would include one or two fenced, graveled switching stations of approximately 2 acres each; one or more Operations and Maintenance buildings; approximately 40 miles of new access roads; approximately 30 miles of improved existing road; and a temporary concrete batch plant. This plant would be centrally located on the site, occupying an area of approximately 5 acres, and would operate during project construction. The proposed project would disturb up to 540 acres on a temporary basis and up to 180 acres on a permanent basis, following reclamation of construction disturbance. Approximately 60% of both the temporary and permanent impacts would be on lands under the administration of the BLM and approximately 40% would be on State of Idaho and private lands. The proposed project would operate year-round for a minimum of 30 years.

The purpose and need for the proposed project are: (1) Construct a wind power generation facility that utilizes wind energy resources in an environmentally sound manner to meet existing and future electricity demands in Idaho and Nevada. (2) Provide for renewable energy resources as encouraged by the Energy Policy Act of 2005 and consistent with the BLM's Wind Energy Development Policy, as described in the Record of Decision for the Final Programmatic EIS on Wind Energy Development on BLM-Administered Lands in the Western United States (December 2005).

Public Participation: The purpose of the public scoping process is to determine relevant issues that will influence the scope of the environmental analysis and EIS alternatives. General concerns in the following categories have been identified to date: Tribal concerns; wildlife (including birds and bats); vegetation (including noxious and invasive weeds); threatened, endangered and sensitive plants and animals, including sage grouse; public safety; public access; recreational opportunities; visual resources; cultural resources; rangeland resources; geology and soils; water quality; climate change and variability; hazardous materials; air quality; noise; fire management and socioeconomics. You may submit comments on issues in writing to the BLM at any public scoping meeting, or you may submit them to the BLM using one of the methods listed in the ADDRESSES section above. E-mailed