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April 28, 2010

Mr. Dale Morris, Regional Director
Pacific Regional Office, Bureau of Indian Affairs
2800 Cottage Way
Sacramento, CA 95825

Re: Fee-to-Trust Application – Tule River Indian Tribe

Dear Mr. Morris:

This law firm represents the County of Tulare and its Board of Supervisors on matters relating to a certain fee-to-trust application initially filed by the Tule River Indian Tribe in 2003. The application, which has been recently renewed, requests the United States government to acquire certain parcels of land in trust for the Tribe that are adjacent to the airport operated by the Tulare County Airport Land Use Commission and within the City of Porterville (the "airport parcels"). We write to provide you with Tulare County's objections to the proposed fee-to-trust acquisition as it is currently configured.

On January 15, 2010, the State Clearinghouse for the State of California received a "re-issue" notice from the Bureau of Indian Affairs (BIA) concerning the acquisition of "seventeen parcels of land, consisting of 40 acres, more or less, commonly referred to as Tulare County Assessor Parcel Numbers (APN) 302-400-001 through 017." The re-issue notice stated that "[t]here is no planned change in land use for any of the remaining subject parcels."

On February 16 and February 24, 2010, respectively, I spoke with Ms. Arveda Wolf in the Realty Section of your office and Mr. Patrick O'Mallan in the Environmental Section concerning this re-issue notice. I indicated that Tulare County never received proper notice of the BIA notice; indeed, the notices sent out were mailed to the City of Tulare and to various county departments who do not represent the County as a whole. The County is likely to be directly impacted by any proposed development of the airport parcels and, under 25 CFR sections 151.10 and 151.11, the Department is required to give at least a 30-day notice of any proposed acquisition and an opportunity to comment. Given the faulty notice, this did not occur.

Also of great concern was Mr. O'Mallan's confirmation that the fee-to-trust application would likely be deemed subject to a categorical exclusion from the requirements of the National Environmental Policy Act (NEPA) because it is alleged by the Tribe that there is no planned change of use for the airport parcels. Given the Tribe's public announcement that it intended to develop the airport parcels into a gaming and hotel complex, this statement is nothing short of astounding.

In specific, Mr. O'Mallan indicated that he was unaware of a Memorandum of Understanding (MOU), dated in March of 2008, between the Tule River Indian Tribe and the City of Porterville which specifically commits the Tribe to use the airport parcels for "gaming and resort use." In that MOU, the Tribe agrees to "move forward with its plans for a hotel resort and casino...." The MOU contemplates further negotiations between the City of Porterville and the Tribe to effectuate the proposed development. Although the MOU provided for negotiations through January of this year, the City of Porterville and the Tribe have negotiated a new agreement which provides that a proposed development which is not consistent with the City's "existing regulations" will be subject to a further agreement addressing impacts. It would be ridiculous to accept the assertion that the land use will not change when the City and the Tribe have obvious interest in pursuing a gaming development project. A copy of the original MOU and the new agreement are attached for your reference.

It is very troubling that the BIA states it was unaware of the original MOU and seems unaware of the Tribe's plans for a hotel/casino complex. Even if the Tribe and the City have as yet been unable to reach a development agreement, the existence of the MOU provides ample proof of the Tribe's actual intentions. We have also attached press reports of the Tribe's desire to construct a casino on the airport parcel site. If the Tribe is now claiming that it will not use the airport parcels to develop a gaming facility, then the County requests that the BIA specifically restrict the deed at the time the land is taken into trust to preclude gaming. If such a restriction is not put in place, the County could be faced with a gaming facility on this property sometime in the future and would be unable to raise objections or deal with the impacts of that facility. It is simply unfair, and, frankly, in the context of the Tribe's expressed intentions, disingenuous, to permit the Tribe to place the airport parcels in trust and preclude the County from raising the appropriate objections.

Finally, the County specifically requests that any and all notices concerning this fee-to-trust application, as well as any other fee-to-trust applications pending or in the future filed by the Tule River Indian Tribe, be directed to the County Counsel and the County Administrator at the following addresses:

Mr. Dale Morris, Regional Director
Pacific Regional Office, Bureau of Indian Affairs
April 28, 2010
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Jean Rousseau, County Administrative Officer
Administration Building
2800 West Burrel Avenue
Visalia, California 93291-4582
Phone (559) 636-5005 | FAX (559) 733-6318

Kathleen Bales-Lange, County Counsel
County Counsel / Personnel Building
County Civic Center
2900 West Burrel Avenue
Visalia, California 93291-4583
Phone (559) 636-4950 FAX (559) 737-4319

Please contact me directly at the above address and phone number if you have any questions concerning this matter. Thank you for your prompt consideration.

Cordially,



Cathy Christian

CAC/mc
Attachments

cc: Tulare County Board of Supervisors
Jean Rousseau, Tulare County Administrative Officer
Kathleen Bales-Lange, Tulare County Counsel
U.S. Senator Dianne Feinstein
U.S. Senator Barbara Boxer
Representative Devin Nunes, 21st Congressional District
California State Assembly Member Connie Conway
California State Senator Dean Florez
California State Senator Roy Ashburn
Andrea Hoch, Legal Affairs Secretary,
Office of California Governor Arnold Schwarzenegger
Sara Drake, Acting Senior Assistant Attorney General,
California Attorney General's Office

ATTACHMENT #1

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
PORTERVILLE AND THE TULE RIVER INDIAN TRIBE TO ADVANCE
FURTHER NEGOTIATIONS AND THE PERFORMANCE OF
GOVERNMENTAL PROCESSES**

1. The City and Tribe desire to work together towards the development of the Tribe's property located within the City of Porterville and subject to the land trust application currently pending before the Bureau of Indian Affairs, to be amended for gaming and resort use. Specifically the Tribe desires to develop and construct a hotel resort and casino, and the City is supportive of the concept.
2. The parties desire to resolve the prior objections and issues between the parties concerning the land fee to trust application.
3. The deal points contained herein shall be used for the development of a detailed Agreement(s) consistent with these deal points.
4. The City and the Tribe agree that following property described in Attachment 1a and 1b will be subject to this Agreement, excluding the potential location of the Porterville Fair at the City's Sports Complex property.
5. The City acknowledges that the proposed comprehensive amendment to the City's General Plan allows for commercial recreation which would include the resort development. However, the public input and testimony portion of the general plan process has not yet been concluded.
6. Upon adoption of a comprehensive General Plan Amendment, that allows for commercial recreation, the Porterville Airport Area Development Association/Agency ("PAADA," described in further detail below) shall pursue/propose a Specific/Master Plan for the property for resort and recreational use.
7. The City shall conduct the appropriate environmental review as required by CEQA with regard to any projects related to these deal points, including but not limited to any review needed for the adoption of the Agreements, review related to the General Plan update, the Specific/Master plan, and the project(s) itself. The costs for review shall be shared between the parties in proportion via future agreements before the specific costs are incurred.
8. The Tribe shall conduct the appropriate environmental review as required by NEPA concerning the project.

9. The Tribe agrees to move forward with its plans for a hotel resort and casino, including in a future phase, development of a golf course facility by PAADA.

10. The parties agree to reform the current STIG organization into the Porterville Airport Area Development Association/Agency ("PAADA"). PAADA shall remain an advisory committee unless and until the parties receive legislative authorization for the creation of a joint powers authority or other entity. If PAADA does not receive such legislative authorization, PAADA's determinations shall be deemed recommendations to the City and Tribal Council. PAADA shall be responsible for oversight and recommendations to the parties concerning the development of the airport area (defined above) as well as the exploration of other development and recreational opportunities of mutual interest to the parties. PAADA shall also serve as the reviewing body concerning proposed regulations by either party affecting the property subject to these deal points, the development applications/permits and fees concerning the property, operating and service/mutual aid agreements between the parties concerning the property, and any regulatory action needed for projects in the area subject to these deal points. Additionally, all in lieu fees for property, sales, transient occupancy, utility user, and business licenses related to the subject property/area shall be coordinated through PAADA via the Summary of STIG/PAADA Finance Mechanism attached herein as Attachment 2, and annually reviewed by PAADA.

11. PAADA shall serve as the appeals body for disputes between the parties with regard to the property/area, projects and fees. Decisions by PAADA shall be final and conclude all administrative remedies between the parties. Within the primary zone (see Attachments 1a and 1b), to the extent allowed by law, decisions by PAADA will be appealable to the Federal or State Court in accordance with the jurisdiction provisions of the Agreements between the parties and applicable law. Within the benefit zone, PAADA decisions shall be advisory.

12. PAADA shall not intervene between the parties and other regulatory authorities. PAADA shall not impair the operational management of tribal or city-owned properties, or other properties under the jurisdiction of the respective parties but not subject to these deal points.

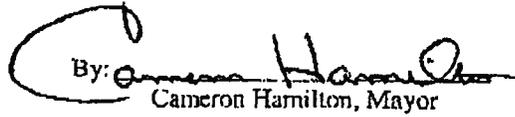
13. PAADA shall consist of five association members, of whom two members shall be appointed by the Tribal Council from its membership and two members shall be appointed by the City Council from its membership. The remaining member shall be appointed by the four PAADA committee members and serve a one year term. A majority vote of the entire PAADA membership shall be required for the adoption of a recommendation. The parties shall cooperate to develop the procedural rules for determinations by and appeals to PAADA. Said rules shall be consistent with all laws applicable to the City, including but not limited to the Brown Act.

14. The parties agree to pursue the development of Agreements consistent with these

deal points, including an Agreement(s) covering the specific development project(s) contemplated, service/mutual aid agreements, and provisions for City's cost recovery service agreements.

Approved for further negotiations through January 30, 2010.

Date: 1/30/08 CITY COUNCIL OF THE CITY OF PORTERVILLE

By: 
Cameron Hamilton, Mayor

Date: _____ TULE RIVER TRIBAL COUNCIL

By: _____
Neil Peyron, Chairman

Potential Alternative Zone Definitions

Primary Zone: Alt. 1 The Primary Zone includes the Tribal land subject to the Land to Trust Application which includes Assessor Parcel Numbers 302-400-001 through 017 and adjacent public right-of-way. It also includes the existing Sports Complex property to the north which consists of 100± acres and the City's 34± acre parcel immediately south of the Tribal land. This area is identified on the Draft PAADA Land Use Area Diagram attached hereto.

Land within this area is subject to STIG/PAADA land use, fiscal and programmatic decision making authority. It is mutually agreed that the decisions made with the Primary Zone are of utmost importance to the economic viability of the uses to be developed in this area.

Alt. 2 As depicted on the attached diagram, the Primary Zone is the location of the Resort Development and other related Commercial or Municipal Recreational uses that are the focus of the joint land use agreement and proposed Joint Powers Authority. Land within the Primary Zone is subject to STIG/PAADA's land use authority. It is mutually agreed upon that the compatibility and connectivity of these uses are of the utmost importance.

Alt. 3 The Primary Zone is identified on the attached Draft PAADA Land Use Area diagram, a portion of which is the subject of the Tribe's Land to Trust Application for the proposed Resort/Casino Development. Additional land within the Primary Zone under City ownership bears a direct relationship to the economic and operational viability of the Resort/Casino Development. Therefore it is mutually agreed that the coordinated decision making for projects within this Zone shall be made by STIG/PAADA.

Benefit Zone: Alt. 1. The Zone of Benefit is described on the attached diagram as an area that has a close relationship to the Primary Zone in that it incorporates adjacent lands and lands following access routes into and out of the area that are wholly or partially within the City jurisdiction. It is mutually agreed upon that, due to its relationship to the Primary Zone, the area could benefit from revenues derived within the Primary Zone that may benefit the area and in return benefit the development within the Primary Zone.

Alt. 2 As depicted on the attached diagram, the Zone of Benefit is that area that is either wholly or partially within the City's jurisdictional boundaries, and may benefit by revenues generated within the Primary Zone and by funding projects within this zone, may in return, benefit development within the Primary Zone.

Alt. 3 The Zone of Benefit is identified on the attached Draft PAADA Land Use Area diagram that may benefit by the Resort/Casino Development by the economic success of the project by the use of funds derived within the Primary Zone that will provide resources to undertake projects that will in return benefit development within the Primary Zone.

ATTACHMENT #2

CITY COUNCIL AGENDA: APRIL 20, 2010

TITLE: REPORT – COOPERATION AGREEMENT BETWEEN THE CITY OF PORTERVILLE AND THE TULE RIVER INDIAN TRIBE

SOURCE: CITY ATTORNEY

COMMENT: Attached is the Cooperation Agreement approved by the City Council during its Closed Session on March 16, 2010, and approved by the Tule River Indian Tribal Council at its meeting on April 1, 2010.

The Tribe has submitted an application to the United States Department of the Interior requesting that the United States take title to approximately 40 acres of Tribe-owned land within the City limits so that it will be held in trust for the benefit of the Tribe, to be utilized for non-gaming purposes. In order to address any City concerns regarding the effects said application will have on the City, the Tribe expressed its willingness to enter into an agreement that would set forth a framework for dealing with new land uses on the trust property. Consequently, the City and Tribe have approved the attached agreement.

The Agreement provides 1) that the Tribe will not engage in any new development, construction or new operation of any land use unless a written agreement is executed by the parties that assures consistency with the City's General Plan, regulations and policies in effect at the time of the proposed development, 2) that in any such agreement any and all appropriate monetary and community contributions shall be committed to the City to account for the City's share of lost revenues related to taxes, licenses, and development fees, etc., 3) that in the event the proposed development is not consistent with the City's applicable regulations, development will not proceed unless and until a written agreement between the parties is executed addressing any additional impacts, and 4) that the City will agree that it will not oppose the fee to trust application.

The Cooperation Agreement goes into effect after the Federal Government takes title to the Property in trust for the Tribe.

RECOMMENDATION: Report Only (no action).

ATTACHMENTS: Executed Cooperation Agreement Between the City of Porterville and the Tule River Indian Tribe

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Item No. 10

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**COOPERATION AGREEMENT BETWEEN THE CITY OF PORTERVILLE
AND THE TULE RIVER INDIAN TRIBE**

WHEREAS, the Tule River Indian Tribe ("Tribe") inhabits a reservation that includes over 55,000 acres of rugged foothill lands of the Sierra Nevada Mountains; and

WHEREAS, the Tribe owns approximately 40 acres of land in the City of Porterville ("City") and adjacent to the Porterville Municipal Airport, commonly referred to as Tulare County Assessor Parcel Numbers (APN): 302-400-001 through 017 ("Tribal Property"); and

WHEREAS, the Tribe has submitted an application to the United States Department of the Interior requesting that the United States take title to the Tribal Property ("Fee to Trust Application") so that it will be held in trust for the benefit of the Tule River Indian Tribe of the Tule River Reservation; and

WHEREAS, the Tribe and the City intend to establish a cooperative and mutually respectful government-to-government relationship between each other with respect to development of the Tribal Property consistent with the City's general plan and land use regulations and policies, and assuring mitigation of any potential impacts that may be associated with any future development of the Tribal Property; and

WHEREAS, the Tribe wishes the City to support the Tribe's Fee to Trust Application; and

WHEREAS, the parties are committed to entering into a voluntary contractual arrangement with each other to provide for development consistent with the City's land use framework, and to assure mitigation of any impacts that may be associated with any proposed development of the Tribal Property; and

WHEREAS, the parties believe that the terms and obligations contained in the Memorandum of Understanding Between The City of Porterville and The Tule Indian Tribe To Advance Further Negotiations and The Performance of Governmental Processes ("MOU") are superseded by this Agreement; and

WHEREAS, the purpose of this Cooperation Agreement is to set forth the understandings of the Tribe and the City on the topics expressly set forth in this Cooperation Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

1. Agreement Required for Development of Tribal Property

After the Federal Government takes title to the Tribal Property in trust for the Tribe, the Tribe agrees that it will not engage in any new development, construction or new operation of any land use on the Tribal Property prior to execution of a written agreement between the Tribe and the City which agreement shall assure that: 1) any intended land use of the Tribal Property shall be consistent with the City's General Plan, and all applicable City regulations and policies, including its zoning ordinance and site development standards for the Tribal Property, in effect at the time of the proposed development, construction or commencement of operation, and 2) any and all appropriate monetary and community contributions shall be committed to the City to account for the City's share of lost revenues in the form

of taxes, licenses, development impact fees and to mitigate various impacts that may arise in connection with any proposed development provided such fees would be imposed on other similarly situated developments in the City which are consistent with the City's land use regulations.

2. **Consideration of Land Uses Inconsistent with Applicable Regulations**

After the Federal Government takes title to the Tribal Property in Trust for the Tribe, in the event the Tribe intends to propose any development of the Tribal Property that is inconsistent with the City's applicable land use regulations, the parties hereby agree that development will not proceed unless and until a written agreement is executed between the parties, addressing additional monetary or community contributions, in addition to those set forth in paragraph 1, above to mitigate impacts associated with the development.

3. **City Non-Opposition**

In consideration of the covenants of the Tribe as set forth in this Agreement, the City agrees to not oppose any efforts by the Tribe to cause the Secretary to accept trust title to the Property for the benefit of the Tribe.

4. **Non-Applicability of CEQA**

The approval of this Agreement is not subject to the California Environmental Quality Act ("CEQA") as it does not constitute a project under CEQA.

5. **Severability**

If any provision of this Cooperation Agreement is held to be illegal, invalid, or unenforceable under present or future laws, such provision shall be fully severable. This Cooperation Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this Cooperation Agreement, and the remaining provisions of this Cooperation Agreement shall remain in full force and effect.

6. **Scope**

This Cooperation Agreement is intended to apply and shall be construed to apply solely to the Tribal Property, and shall not be construed to apply to any other property owned by the Tribe.

7. **Dispute Resolution Provisions**

In an effort to foster good government-to-government relationships, the Parties agree to the dispute resolution procedures set forth in this Section.

(a) Meeting: The Parties shall make their best efforts to resolve claims of breach of this Cooperation Agreement by good faith negotiations whenever possible. Any such disputes between the Parties shall first be subjected to a process of meeting and conferring in good faith in order to foster a spirit of cooperation in the efficiency in the administration of the terms, provisions and conditions of this Cooperation Agreement as follows:

(i) A Party shall give the other Party, as soon as possible after the event giving rise to the dispute, written notice setting forth, with specificity, the claims of breach of this Cooperation Agreement.

(ii) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than 10 days after receipt of the notice, unless the Parties agree in writing to an extension of time.

(b) Litigation

If such dispute is not resolved to the satisfaction of the Parties within thirty (30) calendar days after the first meeting, then the Parties may seek to have the dispute resolved in the federal district court for the Eastern District of California, or to the extent it declines jurisdiction, in the Courts of the State of California. The parties expressly agree, however that any lawsuit in the Courts of the State of California will be initiated in the Superior Court for Tulare County.

(c) Other Dispute Resolutions

This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution including, but not limited to, arbitration, mediation or utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.

8. Limited Waiver of Sovereign Immunity

(a) Waiver

Subject to the provisions of this Section, each of the Parties expressly and irrevocably waives sovereign immunity (and any defenses based thereon) in favor of the other Party as to any civil action relating to claims of breach of this Cooperation Agreement (including but not limited to, claims for injunctive, specific performance or declaratory relief), and not as to any other actions, matters or disputes. Both parties agree that any dispute that is brought as a result of this Agreement shall not include any claim for monetary awards or damages.

(b) Limitations on Tribe's Waiver

The Tribe's waiver of sovereign immunity is limited solely to disputes arising under this Cooperation Agreement that do not involve monetary awards or damages. The Tribe does not waive its sovereign immunity to permit any monetary award or damages against, and the courts will have no authority or jurisdiction to issue any monetary award or damages or order the execution or enforcement of any monetary award or damages against, any assets or revenues of the Tribe. The Tribe's waiver of sovereign immunity shall extend only to the City and shall not inure to the benefit of any third party beneficiaries or others.

9. Termination of Prior MOU

The parties agree that the MOU entered into in and around March 2008 by and between the City and the Tule River Indian Tribe is of no further force or effect and no provisions or obligations contained in the MOU shall be binding upon or inure to the benefit of either party.

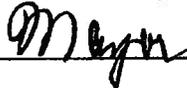
10. Termination of this Agreement

To the extent the Tribe withdraws its fee to trust application for the Tribal Property and so notifies the City of such withdrawal then either the Tribe or City may terminate this Agreement upon the giving of ninety (90) days advance written notice to the other.

Effective this 1st day of April, 2010.

City of Porterville

By: 

Its: 

Tule River Tribal Council

By: 

Its: CHAIRMAN

ATTACHMENT #3

Four challenge three Porterville incumbents

Fate of Indian casino key issue in City Council race.

Posted at 10:57 PM on Monday, May. 19, 2008

By Erik Lacayo / The Fresno Bee

PORTERVILLE -- Seven candidates are running for three spots on a City Council that is expected to face decisions that will significantly affect Porterville's future.

Many of the candidates say the two most pressing issues before the next council will be hiring a new city manager and the possible relocation of a large casino inside the city limits.

The proposed 40-acre casino would "change the face of Porterville," said Cameron Hamilton, 50, one of three incumbents running for re-election.

Council Members Pedro "Pete" Martinez, 38, and Eddie Hernandez, 46, also are running for re-election on the June 3 ballot to represent Porterville, a growing city of more than 50,000 people in southern Tulare County.

They will be challenged by Richard Laswell, 59, Greg Shelton, 43, Jerry Waller, 74, and Brian Ward, 32.

Those elected in June will have to hire a replacement for City Manager John Longley, who is expected to retire in January.

"That will be a critical juncture for our community," Hernandez said.

The new council also will have to decide how closely it wants to work with the Tule River Tribe on the relocation of Eagle Mountain Casino from its foothill reservation to property near the city's airport.

Earlier this year, the tribe and City Council reached a "memorandum of understanding" to explore bringing the casino to Porterville.

Assembly Member Bill Maze, R-Visalia, also has pending legislation that would authorize a joint-powers authority between the city and tribe to develop about 200 acres of land near the airport.

Waller and Hernandez said they would welcome a new casino that would bring jobs to Porterville.

"The tribe has been an integral part of our community," Hernandez said. "They've been a great neighbor."

But Ward, a school psychologist, said he would not welcome the casino. Gambling, he said, is a regressive tax on the poor.

"I've never heard of a casino or gambling facility strengthening families," he said.

Shelton said the casino issue should be taken directly to the voters with a referendum.

While not averse to legalized gambling, Shelton said he doesn't think a casino is "the cure to all of Porterville's ills."

Martinez and Hamilton said they want more community feedback before taking a stance on the issue.

Several attempts to reach Laswell, a counselor with the Department of Corrections, for this story were unsuccessful.

Candidates noted other important issues including government spending, public safety, education and economic development.

The challengers said red tape from the city bureaucracy is steering small businesses to other cities such as Tulare and Lindsay.

The incumbents described Porterville as a business-friendly community that has streamlined its business permitting process in recent years.

Some challengers also criticized council members' spending habits.

Waller and Shelton criticized the city for spending thousands on studies for a new library.

"We spent so much money on plans," Shelton said. "We've lost perspective on just the nuts and bolts of running the city."

Shelton serves on the city's Parks and Leisure Committee and a watchdog group for the city's use of sales taxes.

Waller, a retired businessman, criticized the city for recently giving \$15,000 to the local Boys and Girls Club. Waller said it seems the City Council shows favoritism when giving out taxpayer money to nonprofit groups.

But Hernandez, who was appointed to the City Council in 2006, said the city should support youth centers.

Investing \$15,000 in youths, he said, is cheap compared with spending \$100,000 a year on graffiti abatement.

Hernandez said he also wants to build a sports complex that he estimates would cost the city between \$10 million and \$12 million.

However, Hamilton said he wants to save the city \$10 million to \$15 million.

Hamilton, a council member for the past six years, said he wants to privatize the city's garbage collection. Savings would fund a new department for

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maintaining city roads, he said.

Many candidates said Porterville needs to improve education and keep its educated people.

Ward said his dream is to bring a satellite campus of California State University, Bakersfield, to Porterville.

Martinez, who has been on the council for five years, said he wants Porterville College to offer four-year degrees.

"How are we going to increase our educated population?" asked Martinez. "How are we going to provide jobs for all these people?"



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See next page

February 6, 2008

Bait Cars, Cameras Added to VPD Arsenal

By Rick Elkins

Visalia - When it comes to technology, Visalia police are well-armed.

From bait cars that are designed to attract car thieves, to video cameras mounted in certain areas of the city, local police are equipped to fight crime on many fronts.

Capt. Rick Haskill and Sgt. Steve Scofield both agree that technology has come a long way for law enforcement and that it is a continuing expanding field. A few years ago, the department formed a technology committee that has served as a clearing house for new technology.

“The whole idea is to see if it’s something we can share. Number two is to determine if it is compatible with what we already have,” said Haskill, who is division commander for support services.

Most fascinating are the three bait cars the department is now utilizing.

“We can park them anywhere we want. It (vehicle) will alert us by voice mail or text if the door is opened or the car is moved,” said Scofield, who oversees the auto theft, property crimes and financial crimes unit.

The three vehicles are provided the department by the National Crime Insurance Bureau. “Basically, we pay a dollar for them. When we’re done with it we give it back to them,” said Scofield.

He said the department will only use a vehicle for a while, and then switch to another vehicle. They try to put out vehicles that are popular with thieves and they park them in areas that thieves are known to work.

Once the bait has been taken, police are able to track the movement of the vehicle. Unknown to the thieves, they are being videotaped and audio-recorded as they drive. Once officers are in place, police can remotely disable the vehicle’s motor, lock the doors and flash the lights so officers can clearly identify the vehicle. Then, officers immediately swoop in and make their arrests.

“The whole idea is to be able to coordinate police response. We don’t want to disable it in a bad place,” he said, like near a school.

While police can only record the video and audio inside the car, they are working on software that will allow them to see “real-time” what is going on inside the vehicle.

The cars and new software were put in place in December and already one arrest has been made.

“Since the arrest in our bait car, our auto thefts have gone down considerably,” said Scofield. He said that on the first time, the system worked “really, really well.”

Police Chief Bob Carden recently told the city council that while vehicle thefts dropped last year – 761 from

reality in Southern California that will require conservation each and every year in order to keep our supplies and demands in balance.”

Impact Now Being Felt

While Eastern Municipal Water District has routinely approved such industrial projects in the past, a court ordered shutdown of water from the Delta south of perhaps 30% of the supply has put a kink in plans to supply both the needs of warehousing and new planned subdivisions in the Inland Empire area.

At a water conference in recent days, Southern California water officials, including the big Metropolitan Water District, are urging more conservation efforts as the state can't seem to come up with a unified plan for a water bond.

“We can't move the water through the Delta,” says ACWA (Association of California Water Agencies) General Manager Tim Quinn, who notes “wet weather won't make the difference long term anymore.”

Eastern Metropolitan is postponing nine industrial and residential projects, the big ones are Western Realco's 1.6-million-square-foot distribution center and the Rados Companies 1.1-million-square-foot distribution center. Although there are six huge warehousing projects, mostly in the Moreno Valley, in limbo while the agency studies if it can justify a “will serve” letter.

The area faces both a declining water supply and predictions of exponential growth. The Moreno Valley now has a population of 660,000 but is projected to grow to 1.5 million.

Already, the Inland Empire is the home to some of the nation's largest distribution facilities that include Toyota, APL Logistics, Whirlpool Corp. and others.

Large distribution centers looking to serve the southland like to locate on the outskirts of the metro area, the fastest growing of those areas has been the Inland Empire. But Kern, Kings and Tulare County have enjoyed some of that business as well. Inland warehousing is highly dependent on L.A. area port activity that declined for the first time in 2007 after years of rising. Fully 80% of the state's imports flow through the two L.A. area ports.

Hoping to take advantage of the spillover effect from the L.A. area are developers like the Allen Group which have large industrial parks with room to grow in Shafter and Visalia – all along busy shipping lanes. Tejon Ranch at the base of the Grapevine, and other nearby industrial areas, could benefit as well.

A double tracking of the rail line over the Tehachapis in the next few years could boost chances the Central Valley gets to be acknowledged as an “inland port” in the future as well. Increasingly logistic planners want to put truckloads on rail to move to and from distribution centers based on not just efficiency and cost, but air pollution.

Agreement Opens Door to Casino/Resort in Porterville

By Rick Elkins

Porterville - Efforts to bring a resort/casino to the Porterville Municipal Airport got a big boost when the Tule River Tribe and the City of Porterville approved a Memorandum of Understanding.

The MOU, said officials, creates the framework for a larger agreement between the two entities and defines the area near the airport where the development will be located. The agreement could lead to a joint powers agency – Porterville Area Development Association (PAADA) – to oversee the development.

The MOU basically states the city and tribe will work together towards the development of the tribe's property and that the city supports the development of a hotel resort and casino.

“This is pretty significant for a tribal government and a city government to do this,” said Rodney Martin, tribal administrator. He said the two entities are looking at the “highest and best use for the property.”

The property in question is 40 acres on the west end of the airport. The tribe has a land trust application before the Bureau of Indian Affairs, which will be amended for gaming and resort use, a key move before any development can take place.

Porterville City Manager John Longley is excited about the plan and the agreement. "This is one more step down the line. It defines the framework under which it (property) will be developed," he said.

Mayor Cam Hamilton was also pleased, but he was bothered that the plans for an 18-hole golf course at the site are on hold. "My original plan was to build a golf course. If they can bring a casino, it is exciting and disturbing at the same time. It will bring jobs and it will bring traffic," he said.

He said the establishment of the joint powers authority will move the project forward. "It's got to be a win-win. This is a way to get the city involved in the project," he said.

All parties agree the cooperation between the tribe and city is unprecedented.

"It has been fortunate with our tribe in that they have tried to do what's right for the community," said Hamilton. "Working with the city staff, city administration – they've been great throughout this process," said Martin, adding that he has been working with tribes for 30 years and this is the best cooperation he has seen.

The 40 acres are at the west end of the airport and south of the sports complex the city has located there. The city is in the process of completing work on providing water to the entire airport area, a move Longley said would open up development there.

Martin said no decision has been made as to building a resort/casino at the site, but the tribe has indicated for many years that it wanted to relocate its casino that is now about 20 miles east of Porterville on the reservation.

"We've got a ways to go. We want to work with our neighbors and we've done that extremely well," said Martin, adding that he expects the tribe to be making "a significant announcement" in the very near future.

There are critics to the proposal.

They point to several objections to the idea suggesting the existing casino attracts a large contingency of people who can ill afford to spend their week's pay on gambling. Further, they argue, that the city would be better advised to set its sights on attracting new industry to the area, including to the airport where the Tule Indians already have an industrial park. Lastly, they suggest this casino effort will take years and perhaps not succeed because the land they want to put into trust is not adjacent to the reservation.

On the other hand, there are good reasons to bring the casino out of the foothills to the Valley floor. Obviously the key reason will be to attract lots more business where it's easier to get to. And now the city can share in the benefit.

The golf course could reportedly help the city with its waste water disposal problem. The city has been under a cease and desist order for years by the regional water board.

The next step, after the announcement, he said, would be for expected passage of a bill by Assemblyman Bill Maze that will pave the way for the joint powers agreement and then finalizing the placement of the property in the reservation trust.

Longley said the ultimate goal is a resort with gaming. He said work is being done to finalize the city's general plan, then a master plan for the airport and environmental documents. He said much of that work should be completed this year.

"Estimations are it will move along fairly quickly. I got the feeling from tribal leaders that they want it to move along very quickly," said Longley.

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Eagle Mountain Casino Will Move Closer to Downtown Porterville

March 10, 2008

PORTERVILLE, CA - The City of Porterville and the Tule River Indian Tribe have signed a memorandum of understanding to move the Eagle Mountain Casino closer to downtown Porterville. The new location is 40 acres owned by the tribe near the Porterville Municipal Airport.

Currently the Eagle Mountain Casino is on Reservation Road about 13 miles off of Highway 190. The new location will include the casino and a 135-room hotel. A future golf course has also been planned.

For more information about the Tule River Indian Tribe, visit www.tulrivertribe-nsn.gov.

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Tule River Tribe plans Porterville casino

June 28, 2008

PORTERVILLE, CA – The Tule River Tribe hope to build a new casino with a 150-room hotel and outlet mall on a 40-acre industrial strip of land they own next to the Porterville Airport. The tribe operates the Eagle Mountain Casino on the Tule River Reservation which lies a distance from major traffic. A previous project to move the casino to Highway 190 failed, but the tribe believes this project has a likely chance of success.

The City of Porterville is supportive of the project and has signed a memorandum of understanding with the tribe. The city will work in partnership with the tribe in exchange for sales tax revenues. The area has been declared an economic revitalization zone.

Legislation to approve the project has been introduced in Sacramento and is working its way through the committee process.

The ultimate approval will come from the U.S. Department of Interior. The tribe is waiting for results of its application. Since the land is off the tribe's reservation, the federal government must consider other factors such as commuting distance of tribal members and additional environmental impacts.

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