



STAFF REPORT

TO: City Council
FROM: City Manager *G. Kovall*
DATE: June 24, 2008

SUBJECT: Presentation by Twenty-Nine Palms Band of Mission Indians on Gaming Project

RECOMMENDATION: The City Council receives the report and provides input.

ORDER OF PROCEDURE:

- Presentation (Gary Kovall Presenting)
- Council Questions
- Public Comment
- Council Discussion

BACKGROUND: The Twenty-Nine Palms Band of Mission Indians is currently in the planning stages of their future gaming facility and accompanying amenities in the City of Twentynine Palms. Over the past several months they have conducted many presentations to community groups in the Morongo Basin to seek input on their project, many comments of which have caused them to consider changes in the scope of their project. Most recently they have also been working through responses to their environmental analysis.

Legal Counsel Gary Kovall of the Twenty-Nine Palms Band of Mission Indians will be present at the City Council meeting to discuss the project with the Council and gain input.

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

Review of Staff Report: X City Manager X City Attorney _____ City Engineer _____ Department Head

KEY NEGOTIATION POINTS OF MUNICIPAL SERVICES AGREEMENT

Attorneys Fees

The Tribe agrees to pay the City for legal fees associated with the creation of this Municipal Services Agreement.

Law Enforcement Services

The parties recognize that the gaming facility to be developed and operated by the Tribe will necessitate an increased presence by the City Police Department in the area surrounding the Tribal lands. The parties have agreed that, based on the size of the tribes proposed gaming facility and the projected number of patrons and employees, the addition of one new police officer and one police vehicle on a 24 hour/7 day per week basis will reasonably address this need. Furthermore, parties agree that all additional costs associated with the addition of one officer and vehicle, per the Law Enforcement Services Contract Schedule A, between the City and the County of San Bernardino will be paid, to include an extra 10% management fee for City administration of said contract.

The tribe shall pay the City for police services, on a quarterly basis, the sum of fifty-two thousand, one hundred and twenty-five dollars (\$52,125). The parties agree that this sum will enable the Police Department to add one new police officer and one new police vehicle on a 24 hour/7 day per week basis, including all associated additional costs, and represents reasonable compensation for the additional burdens to be undertaken by the Police Department as a result of the Tribe's gaming facility. This sum shall be subject to annual review and appropriate adjustments based on the experience of the parties with the Tribe's gaming facility and consistent with then current costs to the City of providing these services. This figure shall not be reduced unless such reduction is agreed to by the City.

The City Police Department shall have authority to enforce State and local criminal laws on tribal lands to the extent authorized by Public Law 280. When practical, the City Police Department will attempt to notify the tribes public safety or security director if any, and shall coordinate and cooperate with appropriate tribal officers, if any, except when, in the good faith and reasonable judgment of the law enforcement officers involved, there safety, or the integrity of an investigation or in enforcement action, would be materially compromised by doing so.

Fire Protection

The Tribe recognizes that significant fire protection will be required on a 24 hour/7 day a week basis by the Tribe's proposed development of their Tribal lands, which is planned to include a six-story hotel. The parties have agreed to the general parameters of this mitigation as follows:

The tribe shall pay one million dollars (\$1,000,000) to the Twentynine Palms Water District for the purchase of a fully equipped 100' aerial fire apparatus to be housed at the Water District's fire station nearest the Tribal hotel facility. Funds shall be paid to the Water District prior to any construction of the hotel on the site. The Water District agrees to have the apparatus available on the scheduled opening day of the hotel facility to be located on tribal lands.

The tribe shall pay forty thousand dollars (\$40,000) to the Twentynine Palms Water District to purchase advanced training necessary for the firefighters to properly use the aerial fire apparatus.

The tribe shall pay seven hundred fifty thousand dollars (\$750,000) for the construction costs to add-on-to and/or modify the Water District's fire station apparatus bays and living quarters to house the 100' aerial fire apparatus and the personnel necessary to staff the 100' aerial fire apparatus. Construction shall be commenced at a time that permits it to be fully operational on the scheduled opening date of the hotel to be located on Tribal lands.

Tribe shall pay the Water District, on a quarterly basis, the sum of one hundred sixty-one thousand two-hundred fifty dollars (\$161,250) for all of the personnel, fire apparatus, and equipment necessary to operate and respond to emergencies on Tribal lands. This sum shall be subject to annual review and appropriate adjustments based on the experience of the parties with the Tribe's gaming facility and consistent with then current costs to the Water District of providing these services. This figure shall not be reduced unless such reduction is agreed to by the city.

Emergency Medical Services

The Tribe agrees to contract with an Emergency Medical Services Provider and the community.

Road and Traffic Circulation

The Tribe will cause to be conducted a traffic study to determine the traffic impacts of its proposed uses of the tribal lands. The Tribe will mitigate traffic and circulation issues in conformity to the traffic study requirements and the San Bernardino Association of Governments Congestion Management Plan. The Tribe agrees to update the traffic study, and mitigate traffic and circulation issues identified in the update, before future planned expansion projects. The Tribe further agrees to the following:

- The payment of one million dollars (\$1,000,000) thru a reimbursement agreement for the reconstruction of Adobe Road from Highway 62 to Baseline Road. This project will entail the reconstruction of the roadway and the construction of street improvements. The reimbursement agreement is that the Tribe will reimburse the City two hundred and fifty thousand dollars per year for four years, commencing on the date the road construction project contract is closed.
- The construction of local roads adjacent to tribal lands to their half width, including street improvements as per the general plan (Baseline, Desert Knoll, and Twilight).
- The payment of a street maintenance fee of seventy-five thousand dollars (\$75,000) annually to mitigate traffic impacts on local roadways.

Additionally, the Tribe agrees to work with the School District in the acquisition and development of additional land adjacent to Palm Vista Elementary School and/or accomplishing other actions to mitigate any impacts of the casino and to foster a cooperative and mutually beneficial relationship.

Solid Waste Disposal

The tribe shall contract for solid waste disposal with the City's franchised waste hauler. They tribe will have in place a recycling program.

Water Resources

The Tribe shall obtain its water supply for the Tribal lands from the Twentynine Palms Water District. No use shall occur on the Tribal lands until water service is completed and inspected by the Twentynine Palms Waster District. The Tribe will pay fees, obtain required water infrastructure, and construct to Water District standards.

Wastewater Management

The tribe will provide for dry hookups for the planned the City wastewater system. The tribe will provide for mitigation measures to ensure neighbors do not smell foul odor from the planned wastewater treatment facility.

Prohibited Activities

This city has requested, and the tribe agrees, that the tribe will restrict the age for gambling, and the casino, 21 years of age, or older. No one under the age of 21 years will be allowed to gamble, or remain in rooms where gambling takes place.

The Tribe agrees to prohibit nude entertainment, dancing, or venues containing nudity or sexually oriented business activity.

Employment of City Residents

The tribe shall work in good faith with the City, to employ qualified residence at the Tribe's gaming facility to the extent permitted by applicable law. The Tribe shall offer training programs to assist city residents to become qualified for positions at the Tribe's gaming facility to the extent permitted by applicable law. Nothing in this section shall be interpreted to limit or modifying anyway, the Tribe's policy of Indian preference in employment.

Separation from Neighboring Properties

The Tribe agrees to construct a solid, decorative wall where parking lots and other gaming facilities abut residences or non-tribal properties. Graffiti will be removed from said wall within 24 hours of occurrence.

Public Transportation

The Tribe will construct a bus stop, to include a pull-out, bus shelter, bench, and display panel for bus route information. The above-mentioned bus stop and location will be coordinated with the Morongo Basin Transit Authority. To promote public transportation to and from the Tribal gaming facility, the Tribe agrees to pay seven thousand five hundred dollars (\$7,500) per year to the Morongo Basin Transit Authority.

Night Sky Ordinance

The Tribe agrees that lighting at all facilities on tribal property will meet or exceed the requirements of the City's Night Sky Ordinance.

Joshua Tree National Park Cultural Center

In an effort to mitigate the effects of additional visitors on the community's recreational facilities, the Tribe will pay two million dollars (\$2,000,000) to Joshua Tree National Park for the planned Cultural Center. Said Cultural Center will display historic artifacts from Indian culture.

Transient Occupancy Tax

The Tribe agrees to pay the City a transient Occupancy Tax of 9% from gross revenues derived from Tribal Hotel and RV Park guests.

Support of Public Facilities

The City has requested, and the Tribe agrees, that the Tribe will make an annual contribution of one hundred thousand dollars (\$100,000) to support the ongoing operation of public facilities in the city.

Air Quality

The Tribe will not expose off-reservation residents to unwelcome odors/dust that could disrupt normal activities or diminish the quality of the environment. The Tribe will incorporate appropriate measures, such as the use of water trucks and soil cements, to mitigate transient dust during project construction. Tribe agrees to grade land only on an as needed basis for immediate construction.