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**DRAFT**  
ENVIRONMENTAL IMPACT STATEMENT  
TRIBAL ENVIRONMENTAL IMPACT REPORT

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

FEE-TO-TRUST AND CASINO-HOTEL PROJECT  
**APPENDICES**



**MARCH 2011**

**EIS Lead Agency:**

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



**TEIR Lead Agency:**

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



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# ***APPENDICES***



# ***APPENDIX A***

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*Cooperating Agency Letters*



August 30, 2006

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

Dear Mr. Blevins:

This letter represents the City of Barstow's intent to participate in the NEPA/TEIR process, as a cooperating agency, in relation to the administrative draft of the Scoping Report that is currently under review by the BIA.

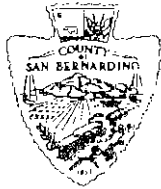
Should you have any questions, or if I can be of any further assistance, please do not hesitate to contact me at (760)255-5160.

Very Truly Yours,

Paul Warner  
Interim Community Development Director

PW/hr

Board of Supervisors  
County of San Bernardino



RECEIVED  
RES 7/18/06

BILL POSTMUS  
CHAIRMAN  
SUPERVISOR, FIRST DISTRICT

cc: DECREMS

July 7, 2006

Mr. Clay Gregory  
Bureau of Indian Affairs  
2800 Cottage Way  
Sacramento, CA 95825

Reg Dir AD ✓  
Dep Reg Dir T  
Reg Adm Officer \_\_\_\_\_  
Phone RPM  
Emergency Required No  
E-mail \_\_\_\_\_  
Memo \_\_\_\_\_  
Tele \_\_\_\_\_

Dear Mr. Gregory:

Thank you for your letter inviting the County to participate as a cooperating agency in your agency's preparation of an Environmental Impact Statement for the proposed fee-to-trust acquisition and casino project of the Big Lagoon Rancheria and Los Coyotes Band of Cahuilla and Cupeno Indians.

Although we appreciate the opportunity to participate in the National Environmental Policy Act review of this project, we must decline your invitation to participate as a cooperating agency.

Please feel free to contact me if you have any questions or need information specific to the County during the course of the NEPA process.

Sincerely,

BILL POSTMUS  
Chairman, Board of Supervisors  
San Bernardino County

cc: Brad Mehaffy, NIGC, NEPA Coordinator  
Virgil Moorehead, Chairperson, Big Lagoon Rancheria  
Catherine Siva Saubel, Spokesperson, Los Coyotes Band of Cahuilla and Cupeno Indians  
Regional Realty Officer, Pacific Region  
Mark Uffer, County Administrative Officer

MEMORANDUM OF UNDERSTANDING  
BY AND BETWEEN THE  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY, REGION 9  
AND THE BUREAU OF INDIAN AFFAIRS  
PROPOSED LAND ACQUISITION IN TRUST ON BEHALF OF THE  
BIG LAGOON RANCHERIA AND THE LOS COYOTES BAND OF CAHUILLA AND  
CUPENO INDIANS FOR GAMING PURPOSES  
SAN BERNARDINO COUNTY, CALIFORNIA

I. Purpose

This Memorandum of Understanding (MOU) establishes an understanding between the Bureau of Indian Affairs (BIA) and the U.S. Environmental Protection Agency (EPA) regarding the responsibilities of each agency with respect to the review of both the Draft and Final Environmental Impact Statement (EIS) for this action. The EPA will be a cooperating agency during consultation and review of the Draft and Final EIS. EPA's participation will be coordinated through the Region 9 Environmental Review Office, Communities and Ecosystems Division.

II. Authority

National Environmental Policy Act (NEPA), 42 U.S.C. §§4371 *et seq.*, and Council on Environmental Quality regulation entitled "*Cooperating agencies*," 40 C.F.R. §1501.6.

III. Responsibilities

- I. The BIA is the lead agency in the federal government's effort to prepare the Draft and Final EIS and will be responsible for assuring compliance with the requirements of NEPA.
2. EPA's role as a cooperating agency is to review and provide comments on those sections of the Preliminary Draft EIS(s) where EPA has regulatory authority, including but not limited to those regulatory authorities described in Appendix A, attached.
3. EPA will review and comment on sections of the Preliminary Draft EIS(s) where EPA has no regulatory authority to the extent that time and resources allow.
4. EPA will provide comments according to the scheduled deadlines established by BIA. BIA will inform EPA of all schedule changes that would affect EPA's ability to provide timely input to the document. EPA will inform BIA of conflicts that may affect EPA's ability to comment according to the scheduled deadline and BIA will accommodate EPA's extension requests if feasible.



MEMORANDUM OF UNDERSTANDING  
BIG LAGOON RANCHERIA AND LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS  
PROPOSED LAND ACQUISITION IN TRUST FOR GAMING PURPOSES

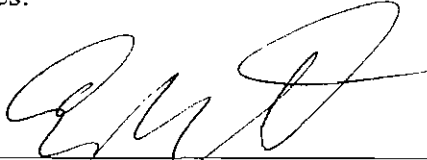
5. BIA will be the recipient of all comments on the EIS resulting from either agency or public review and comment periods. The BIA will formulate responses to comments and may request assistance from EPA on those that concern EPA's area of regulatory authority.
6. EPA's participation as a cooperating agency does not imply endorsement of the project or preferred alternatives, and does not abridge the independent review of the Draft and Final EIS by EPA, pursuant to its authority under NEPA and Section 309 of the Clean Air Act (CAA), 42 U.S.C. §7609.

IV. Administration

1. This MOU is not a fiscal or funds obligation document. Nothing in this MOU will be construed as affecting the authorities of the signatories or as binding beyond their respective authorities or to require the signatories to obligate or expend funds in excess of available appropriations.
2. This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
3. If a disagreement should develop between the signatories or between the signatories and any cooperating agency which is not a signatory to this MOU, EPA and BIA shall make good faith efforts to expeditiously attempt to resolve the disagreement. If a dispute arises, the signatories agree to meet and confer within ten (10) calendar days of notice by the aggrieved party.
4. This MOU shall terminate upon the completion of NEPA review by EPA. It may also be terminated with thirty (30) days written notice when good cause appears. However, no termination for cause may be had if the party in breach of the MOU cures the default within the 30-day notice period. Notwithstanding the above, the MOU shall terminate upon notice by BIA that the Project has been withdrawn.
5. This MOU shall be incorporated into, or referenced by the Draft and Final EIS. A statement that describes the extent of EPA's role as a cooperating agency will be placed in the introduction section of the EIS.
6. The parties agree to protect the confidentiality of the Preliminary Draft EIS when appropriate and to the extent permitted by law. In the event that a party determines that it is appropriate to release all or portions of the Preliminary Draft EIS, the lead agency will be consulted prior to releasing such documentation. The lead agency will inform all cooperating agencies of such an event.

MEMORANDUM OF UNDERSTANDING  
BIG LAGOON RANCHERIA AND LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS  
PROPOSED LAND ACQUISITION IN TRUST FOR GAMING PURPOSES

Signatures:



\_\_\_\_\_  
Enrique Manzanilla, Director  
Communities and Ecosystems Division  
EPA Region 9

August 11, 2006  
Date of Signature



\_\_\_\_\_  
Clay Gregory, Regional Director  
Pacific Regional Office  
Bureau of Indian Affairs

AUG - 4 2006  
Date of Signature