

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE COWLITZ INDIAN TRIBE  
AND  
THE WASHINGTON STATE LIQUOR AND CANNABIS BOARD  
CONCERNING AUTHORIZATION OF LIQUOR SALES**

**I. Parties**

The Parties to this Memorandum of Agreement ("MOA") are the Cowlitz Indian Tribe ("Tribe") and the Washington State Liquor and Cannabis Board (the "Board") (each a "Party," collectively "the Parties").

The Tribe is a federally recognized Indian tribe possessed of the full sovereign powers of a government. The Tribe and its wholly-owned enterprises operate on the Tribe's reservation and trust lands (as defined below, "Indian Country").

The Board is an executive department of Washington State government operating under the authority of the Governor, with statutory authority with respect to liquor regulation under Title 66 RCW.

**II. Purpose**

The introduction, possession and sale of liquor in Indian Country have for centuries been clearly recognized as matters of special concern to Indian tribes and to the United States federal government. Federal law currently prohibits the introduction of liquor into Indian Country, leaving tribes the decision regarding when and to what extent liquor transactions will be permitted. After serious deliberation, the Tribe has determined that present day circumstances make a complete ban of liquor within Indian Country ineffective and unrealistic. At the same time, the need still exists for strict regulation and control over liquor distribution.

The Parties share a strong interest in ensuring that liquor sales in Indian Country are well-regulated to protect public safety and community interests. The Parties have entered into this MOA in order to strengthen their ability to meet these mutual interests.

The Parties acknowledge that pursuant to federal law, 18 U.S.C. § 1161, the federal prohibition on sale of liquor in Indian Country does not apply to any act or transaction within any area of Indian Country provided such act or transaction is in conformity both with the laws of the State in which such act or transaction occurs and with an ordinance duly adopted by the tribe having jurisdiction over such area of Indian Country, certified by the Secretary of the Interior, and published in the Federal Register. The Tribe adopted a

liquor ordinance which was certified by the Secretary of the Interior and published in the Federal Register, on March 23, 2017.

The Parties further acknowledge that within the framework of federal Indian law, tribal law and state law, there are uncertainties and unsettled issues regarding jurisdiction, licensing, taxation, enforcement and other matters essential to the proper regulation of liquor sales in Indian Country.

The Parties therefore agree that it is in the best interests of the Tribe and the Board, on behalf of the State of Washington, to enter into an agreement to provide certainty and cooperation in this area of mutual concern.

This MOA is intended to provide a general framework for government-to-government cooperation and coordination regarding the sale of liquor by the Tribe and its wholly-owned enterprises in Indian Country.

### **III. Definitions**

- A. "Board" means the Washington State Liquor and Cannabis Board and its staff.
- B. "Indian Country" means the lands of the Tribe as defined by 18 U.S.C. § 1151, including the Tribe's reservation and all lands held in trust or restricted fee status by the United States for the Tribe or its Tribal Members that are not within the reservation of another federally-recognized Indian Tribe.
- C. "CTLO" means the Cowlitz Tribal Liquor Ordinance.
- D. "MOA" means this Memorandum of Agreement.
- E. "Parties" means the Board and the Tribe.
- F. "Tribal Enterprise" means a wholly-owned business enterprise of the Tribe.
- G. "Tribal Member" means an enrolled member of the Tribe.
- H. "Tribally-Licensed Business" means a business licensed, but not wholly-owned, by the Tribe pursuant to the CTLO.
- I. "Tribe" means the Cowlitz Indian Tribe.

## IV. Terms of Agreement

### A. Liquor Licensing.

1. Tribe and Tribal Enterprises. The Parties agree that the State's licensing process does not sufficiently address unique jurisdictional and other matters that arise in Indian Country under federal and tribal law and that the State and tribes may disagree with respect to the application of state law to Tribal liquor sales. Therefore, the Parties agree that in lieu of obtaining and/or maintaining one or more state licenses for the sale of liquor in Indian Country, the Tribe and its Tribal Enterprises will hereafter make liquor sales in Indian Country pursuant to the terms of this MOA. Notwithstanding the foregoing, the terms of this MOA extend to only the locations identified in Exhibit A.
2. Tribal Members and Tribally-Licensed Businesses. Tribal Members and Tribally-Licensed Businesses located in Indian Country will comply with all applicable State licensure requirements and state law, and prior to issuance of any State license, will obtain approval from the Tribe to sell liquor in Indian Country pursuant to CTLO. No enterprise owned and operated by a Tribal Member or Tribally-Licensed Business will be considered a "location" for purposes of this MOA.
3. Liquor purchased from an entity licensed by the Board cannot be consumed in areas covered by this MOA, and liquor purchased from one of the locations covered by this MOA and identified in Exhibit A cannot be consumed on the premises of an entity licensed by the Board.

### B. Location of Sales.

1. Initial Locations. The Tribe intends to make liquor sales in Indian Country at the following locations:
  - a) ilani  
Address: 3710 NW 319<sup>th</sup> St., Ridgefield, WA 98642  
(Will become 1 Cowlitz Way Ridgefield, WA 98642)

The Parties agree that liquor sales will be allowed at the locations specified above, as outlined in Exhibit A. Such sales, as well as additional liquor sales not currently described herein that the Tribe may wish to add or modify at these or

other locations in the future, will hereafter be governed by the terms of this MOA in lieu of otherwise applicable state law.

2. New or Expansion of Initial Locations. The Tribe may amend or expand the locations where liquor is sold and/or served as listed in subsection (IV)(B)(1) in accordance with the terms set forth in this MOA. The Tribe will notify the Board in writing of the addition of a new location for sale or service of alcohol and/or the addition of privileges at an existing location. For new locations within the footprint of an existing facility or for the addition of privileges at an existing location, said notification will be provided at least 30 days prior to the effective date of said change. For new locations outside the footprint of an existing facility, said notification will be provided at least 60 days prior to the effective date of said change. The information to be provided will include:

- a) The identity of the entity which is operating the facility;
- b) Location of the premises;
- c) Certification that the premises is located in Indian Country;
- d) Certification to the Board that the Tribe has adequately addressed the issues necessary to prevent the misuse of alcohol and prevent minor access to alcohol at the locations pursuant to subsection (C)(2) and (3) below; and
- e) An update to the Operating Plan referenced in subsection (C)(2) and (3) below.
- f) If new location is outside the original footprint, the Tribe will identify how the location will be policed, i.e., tribal police or other law enforcement agency for service calls or regular patrols.
- g) If the new location has off-premises sales and there is a drive through window, the Tribe will provide written verification that no liquor sales will take place through said drive through window.

The Board will then do the following:

- a) Determine if the additional location necessitates fee re-negotiation.
- b) Notify the appropriate parties in Enforcement to determine impact.

3. Without resolving jurisdictional questions that may arise, the Board and the Tribe agree that it is in the best interests of both Parties that notice be provided to neighboring jurisdictions prior to the opening of a new location where liquor sales will be made.
  - a) For the locations noted in subsection (IV)(B)(1) and when the Tribe proposes to open an additional location at a new and unique address in Indian Country, the Board will provide written notice to the city, or if outside city limits, the county in which the sales will occur. The Tribe agrees to make contact with the city or county about the new location. The Board and the Tribe agree that the primary purpose of the contact/notice is to facilitate an exchange of information that may be helpful to all parties concerned in addressing unanticipated impacts with the understanding that such notice related to Indian Country is primarily a matter of intergovernmental courtesy.
  - b) When any other business operating in Indian Country applies for a liquor license, the Board agrees that such license will not be granted without the business first obtaining express written consent of and licensure by the Tribe, as required by the CTLO.

#### C. Tribal Authority and Jurisdiction

1. Conditions. Without determining the scope of the legal authority of either Party to regulate the sale of liquor by the Tribe in Indian Country, the Parties agree that it is in the mutual interest of the Tribe and the Board that the Tribe and its Tribal Enterprises be authorized to sell liquor under the terms of this MOA. Therefore, when the following conditions are met, the Board agrees that for the purposes of Title 66 RCW, and related provisions of state law, the Tribe and its Tribal Enterprises will be treated as holding the necessary authority to make liquor sales. To the extent necessary, the Board agrees to work with the Tribe and with any third party distributors to assure such distributors that the Tribe is legally authorized to purchase liquor pursuant to the terms of this MOA.
2. Liquor Sales Authority. The Board agrees the Tribe and its Tribal Enterprises are authorized to sell and serve liquor in Indian Country provided they have submitted an approved Operating Plan containing the following elements:
  - a) The location, nature, and times of liquor sales (see Exhibit A);

- b) The training of staff involved in liquor sales. It is required that persons responsible for serving alcohol for on-premises consumption possess a Mandatory Alcohol Server Training (MAST) permit (see Exhibit B);
  - c) A regulatory enforcement and compliance plan (see Exhibit C);
  - d) Consideration of proximity of alcohol sales to a school, church, or non-tribal public institution;
  - e) Confirmation that the land on which alcohol sales are to occur is either reservation or trust land held by the Tribe (see Exhibit D);
  - f) Any lease, purchase, partnership or franchise agreement with a non-tribal entity which directly relates to the location where alcohol is sold or served;
  - g) A copy of the Tribe's ordinance permitting the sale of liquor in Indian Country (see Exhibit E); and
  - h) Other information as deemed necessary by agreement between the Board and the Tribe.
3. On-Premise Consumption. In addition, for locations providing liquor service by the drink for on-premises consumption, the Tribe will include in its Operating Plan the following factors, as applicable to each particular location:
- a) The location, nature, and times of liquor sales (see Exhibit A);
  - b) A description of how the Tribe will prevent the sale of alcohol to persons under 21 years of age and those who appear to be intoxicated (see Exhibit B);
  - c) A security plan. Those serving alcohol must at minimum possess a valid Mandatory Alcohol Server Training permit (see Exhibit B);
  - d) The nature of any special events or entertainment events hosted on the premises, including security and alcohol service plans for these special events (see Exhibit B); and



- e) Any other special conditions considered necessary to protect public safety based on the type of events to be held at the Tribe's facilities.
4. Consultation and Agreement on the Operating Plan. In consultation with the Tribe, the Board will then determine if the Tribe has met the public safety requirements consistent with Title 66 RCW and Title 314 WAC, together with the provisions of this MOA. The Board acknowledges that no one license type under Title 66 RCW is applicable to the Tribe's operations and that one purpose of this MOA is to allow flexibility with respect to the Tribe's operations. The Tribe and the Board agree that consultation with respect to the Operating Plan will occur in good faith and the Board's approval will not be unreasonably withheld. The Board will make every effort to accommodate the Tribe's interests as reflected in the Tribe's proposed Operating Plan and any disapproval will include a clear explanation of the decision, its necessity in order to prevent misuse of alcohol and service to minors, and proposed alternatives. If the Tribe objects to the disapproval or to approval of any conditions imposed by the Board, it may invoke the dispute resolution provisions of subsection (F). The Board hereby approves the initial Operating Plan as attached as Exhibit A and the Safety and Training Provisions as attached as Exhibit B.
  5. Annual Payment to the Board. The Tribe agrees to pay the Board \$6,000 annually in lieu of any license fees. This annual fee will be due on or before April 20th of each year this MOA is in effect. Either Party may invoke a renegotiation of this fee based on substantial changes to the Operating Plan (Exhibit A) or the Enforcement/Compliance Plan (Exhibit C) where said changes substantially modify the regulatory effort required by the Board. Notice by the Party requesting renegotiation of this annual fee will include a written reason for the request.
  6. Spirits Retailer Fees. The Board agrees that in lieu of the spirits retailer license fees imposed by RCW 66.24.630, the Board will accept payment as under subsection IV(C)(5) of the MOA and will not impose nor pursue collection of such licensing fees/taxes on sales by the Tribe and the Tribal Enterprises. In the event that new licensing fees or taxes on Spirits Retailers are added, or the existing licensing fees/taxes are modified, repealed, or replaced, as the result of legislation, initiative, referendum, court decision or otherwise, the Parties agree that the fee for services as outlined herein and in the MOA shall remain in effect pending agreement of the Parties to a revised fee for regulatory services as the Parties agree is appropriate under the circumstances and that the Board shall not impose nor pursue collection of the new fees and taxes on sales by the Tribe and

the Tribal Enterprises. The Parties agree to meet and pursue discussions of the applicability of any new fees or taxes on an expedited basis.

7. DOR Suspension Requests. The Parties acknowledge that RCW 82.08.155 provides that the Department of Revenue ("Department") may request that the Board suspend a taxpayer's spirits license if the Department determines that a taxpayer is more than thirty (30) calendar days delinquent in reporting or remitting spirits taxes. The Board asserts that a failure by the Tribe or a Tribal Enterprise to pay a spirits tax alleged to be due and owing by the Department would constitute a breach of this MOA. However, the Tribe disagrees that such a result would necessarily ensue and preserves its right to dispute any tax assessment by the Department without penalty under this MOA and to prove in dispute resolution proceedings under this MOA that the Board's licensing authority under 18 U.S.C. § 1161 does not allow the Board to prohibit Tribal liquor sales or purchases by reason of asserted State tax noncompliance. In the event that the Board believes that the Tribe or a Tribal Enterprise has failed to remit a spirits tax that the Department asserts to be validly and legally due and owing, the Board will notify the Tribe in accordance with Part V of this MOA. Within 90 days following the date of the notice, the Parties agree to meet and confer in an effort to resolve the issue consistent with any related settlement between the Tribe or a Tribal Enterprise and the Department or determination by a court of competent jurisdiction regarding the underlying tax assessment. If the Parties are unable to resolve the issue within six months after the date of the notice, either Party may involve the dispute resolution provisions of Section IV(F) of this MOA. This Section C.7 does not apply to sales where the Tribe or a Tribal Enterprise is the retail customer.
8. Reporting Requirements. In the event the Board's audit of a distributor or other supplier to the Tribe reveals a discrepancy that can best be reconciled through comparison to the Tribe's spirits retail sales records, the Tribe agrees, on the Board's reasonable request, to provide a detailed summary of its purchases as a spirits retail licensee from that supplier for the relevant time period, including date, amount, brand, and price. This summary will serve in lieu of submission of any reporting form(s) required of other spirits retail license holders.
9. Sponsorships/Advertising. The Board acknowledges and agrees that in lieu of holding any specific licenses under state law, the Tribe will be subject to the terms of this MOA. However, should the Tribe wish to enter into arrangements with a manufacturer, importer, or distributor for brand advertising and/or promotion of events that, absent this MOA, would typically be regulated as part of a specific license, the Tribe may enter into such arrangements upon the prior



approval of the Board. This MOA grants to the Tribe the same privileges afforded Sports Entertainment venues of 5,000 seats or more under RCW 66.24.570(6), even if the Tribe's venue does not meet that 5,000-seat threshold.

D. Enforcement. The Parties will handle enforcement issues in accordance with Exhibit C.

E. Conditions and Limitations. The Board and the Tribe agree to the following conditions and limitations:

The Tribe agrees that sales of liquor by the Tribe and its wholly-owned enterprises will conform to Title 66 RCW and Title 314 WAC to the extent required by 18 U.S.C. § 1161. To the extent any terms in this MOA conflict with Title 66 RCW or Title 314 WAC, the terms of this MOA will control. The Parties agree that RCW 66.24.010(2), which provides for criminal background checks of applicants, is inapplicable to the Tribe and its Tribal Enterprises. Any other express exemptions from statute not addressed in this MOA must be negotiated individually between the Tribe and the Board.

F. Dispute Resolution.

1. Neither the Tribe, nor the Board, nor officers acting on either government agency's behalf, may petition any court to enforce this MOA unless (a) the dispute resolution process described in subsections (a) through (d) below has been followed in good faith to completion without successful resolution or (b) the other Party fails to enter into the dispute resolution process. Should a dispute arise between the Tribe and the Board upon an issue of compliance with the MOA by either government agency, or by their officers, employees or agents, the Tribe and the Board will attempt to resolve the dispute through the following dispute resolution process:

- a) Notice. Either Party may invoke the dispute resolution process by notifying the other, in writing, of its intent to do so. The notice must set out the issues in dispute and the notifying Party's position on each issue.
- b) Meet and Confer. The first stage of the process will include a face-to-face meeting between representatives of the Parties to attempt to resolve the dispute by negotiation. The meeting must be convened within 30 days after the receiving Party's receipt of the written notice described in subsection (a). The representatives of each Party will

come to the meeting with the authority to settle the dispute. If the dispute is resolved, the resolution will be memorialized in a writing signed by the Parties.

c) Mediation. The second stage of the process will be that if the Parties are unable to resolve the dispute within sixty (60) days after the receiving Party's receipt of the written notice sent under subsection (a) above, the Parties will engage the services of a mutually agreed upon qualified mediator to assist them in attempting to negotiate the dispute. Costs for the mediator will be borne equally by the Parties. The Parties will pursue the mediation process in good faith until the dispute is resolved or until the mediator determines that the Parties are not able to resolve the dispute. If the Parties cannot agree on a format for the mediation process, the format will be that directed by the mediator. If the dispute is resolved, the resolution will be memorialized by the mediator in a writing signed by the Parties, which will bind the Parties.

d) Arbitration.

i. If a Party terminates the process before completion, or if the mediator determines that the dispute cannot be resolved in the mediation process, or if the dispute is not resolved within one hundred and twenty (120) days after the date the mediator is selected, either Party may initiate binding arbitration proceedings under the rules of the American Arbitration Association ("AAA"), but AAA need not administer the arbitration. If the arbitrator determines that a Party is in violation of a material provision of this MOA, and such violation is not or cannot be cured within thirty (30) days after the arbitrator's decision, then the other Party may terminate this MOA with sixty (60) days' prior written notice.

In the event that the Tribe disagrees with any final order of the Board pursuant to Exhibit C, Section C(1)(c)(ii)(1), the Tribe may, within thirty (30) days after receiving notice of the Board's decision, initiate binding arbitration proceedings under the rules of the American Arbitration Association ("AAA"), but AAA need not administer the arbitration. Initiation of binding arbitration must be based on a final order issued by the Board and said arbitration is intended to substitute for judicial review

of Board actions provided for in RCW Chapter 34.05, Part V of the Administrative Procedures Act. Initiating such arbitration will stay the Board's action at issue in the arbitration. The Tribe may present to the arbitrator that the Board's decision was inappropriate in light of mitigating circumstances or otherwise, and the Board may present extenuating circumstances or otherwise defend its decision. The arbitrator's decision to uphold, reject, or amend the Board's decision will be final and binding on the Parties.

- iii. Each Party will bear its own legal costs incurred under either subsection (a) or (b), and all costs of the arbitrator will be shared equally.
2. If, at any time after the effective date of this MOA, the Board enters into an agreement, compact, or consent decree with any other federally recognized Indian tribe or governmental agency thereof, of or relating to the regulation of liquor in Indian Country which includes a "most favored nation" provision, then, upon the Tribe's written request, this MOA will be amended to include such provision. A "most favored nation" provision is defined as language by which the Board agrees to accord a tribe or tribal government agency the same favorable terms that are offered in later agreements with any other tribe or tribal government agency. This will not be construed to require that the Board offer the Tribe the option to receive the same terms offered to every tribe or tribal government agency, in the absence of a most favored nation provision in the MOA.
  3. In any action filed by a third party challenging either the Tribe's or the Board's authority to enter into or enforce this MOA, the Tribe and the Board each agree to support the MOA and defend each of their authority to enter into and implement this MOA; provided, however, that this provision does not waive, and must not be construed as a waiver of, the sovereign immunity of the Tribe, the Tribe, or its Tribal Enterprises.
- G. Sovereign Immunity. The Board agrees that the signing of this MOA by the Tribe does not imply a waiver of sovereign immunity by the Tribe, the Tribe, or its Tribal Enterprises and is not intended by the Tribe as a waiver of sovereign immunity, and that any action by the Board in regard to liquor sales by the Tribe will be in accord with this MOA.

- H. No Limitation. The Parties agree that the signing of this MOA and the resultant benefits and obligations will not be construed as limiting any otherwise lawful activity of the Tribe, the Tribe or its Tribal Enterprises, and will not subject the Tribe, the Tribe, or its Tribal Enterprises to any state jurisdiction not agreed to in this MOA.
- I. Updated Information. The Tribe and its Tribal Enterprises will review any Operating Plan on an annual basis and notify the Board of any substantial changes in the plan or procedures. This review is in addition to the notification of changes in the service of alcohol referenced in subsection (B)(2).
- J. Future Activities. The Parties agree that this MOA provides a successful, government-to-government basis by which to address jurisdictional and other issues arising out of the sale and consumption of liquor in Indian Country. In the future, the Tribe may wish to expand its business activities into other areas, such as becoming a liquor distiller, winery, or brewery. For that reason and others, the Parties agree to pursue and negotiate in good faith agreements for future activities permitted by state law that are contemplated by the Tribe, including operation of a liquor distillery, winery, or brewery in Indian Country.

**V. Communication and Notice**

- A. Designated Contacts. The Parties agree to maintain regular and open communication regarding the administration and implementation of this MOA. The Parties agree that the following individuals will be designated primary contacts regarding administration of this MOA:

For the Liquor and Cannabis Board:            Compliance & Policy Manager  
 Liquor and Cannabis Board  
 3000 Pacific Avenue SE  
 Olympia, WA 98504-3080

LCB Enforcement Captain  
 Liquor and Cannabis Board  
 3000 Pacific Avenue SE  
 Olympia, WA 98504-3080

For the Tribe:                                    President & General Manager  
 ilani Casino  
 1 Cowlitz Way  
 Ridgefield, WA 98642

The Parties agree that if either Party believes that the goals and objectives of this MOA are not being met, that they will meet promptly to discuss any issues and concerns.

B. Notice. Any notice that may be or is required to be sent under this MOA must be sent as follows:

If to the Liquor and Cannabis Board: Compliance & Policy Manager  
Liquor and Cannabis Board  
3000 Pacific Avenue SE  
Olympia, WA 98504-3080

With a copy to: LCB Enforcement Captain

If to the Tribe: Tribal Chairman  
Cowlitz Indian Tribe  
P.O Box 2547  
Longview, WA 98632-8594

With a copy to: General Counsel  
Cowlitz Indian Tribe  
P.O. Box 2547  
Longview, WA 98632-8594

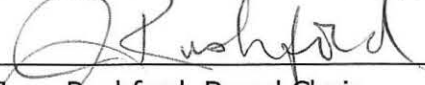
With a copy to: General Manager  
President & General Manager  
ilani Casino  
1 Cowlitz Way  
Ridgefield, WA 98642

## **VI. Effect, Duration, and Amendment**

A. While the Parties intend to reach a perpetual agreement related to licensing of tribal liquor sales, this MOA will remain in effect for an initial term of five (5) years unless the Parties mutually agree in writing that the MOA should be vacated or terminated and superseded by a new MOA between the Parties within that time frame. Should the Parties fail to negotiate a perpetual agreement during the initial term of this MOA, the MOA will automatically renew for additional one-year periods unless either Party provides written notice to the other, no later than 120 days before the expiration of the then-current one-year period, that it wishes to modify the terms of the MOA.


B. Amendment. No amendment or alteration of this MOA may arise by implication or course of conduct. This MOA may be altered only by a subsequent written document, approved by the Parties and signed by their duly authorized representatives, expressly stating the Parties' intention to amend this MOA.

This MOA is hereby made this \_\_\_\_\_ day of April, 2017.

  
\_\_\_\_\_  
Jane Rushford, Board Chair  
Washington State Liquor and Cannabis Board

  
\_\_\_\_\_  
William Iyall, Chairman  
Cowlitz Indian Tribe

  
\_\_\_\_\_  
Russ Hauge, Board Member  
Washington State Liquor and Cannabis Board

  
\_\_\_\_\_  
Ollie Garrett, Board Member  
Washington State Liquor and Cannabis Board

  
\_\_\_\_\_  
Rick Garza, Agency Director  
Washington State Liquor and Cannabis Board



**EXHIBIT A**  
OPERATING PLAN:

Locations where alcohol is or will be served by the Tribe and/or Tribal Enterprises. No liquor sales will occur between 2:00 a.m. and 6:00 a.m. Food is available 24/7.

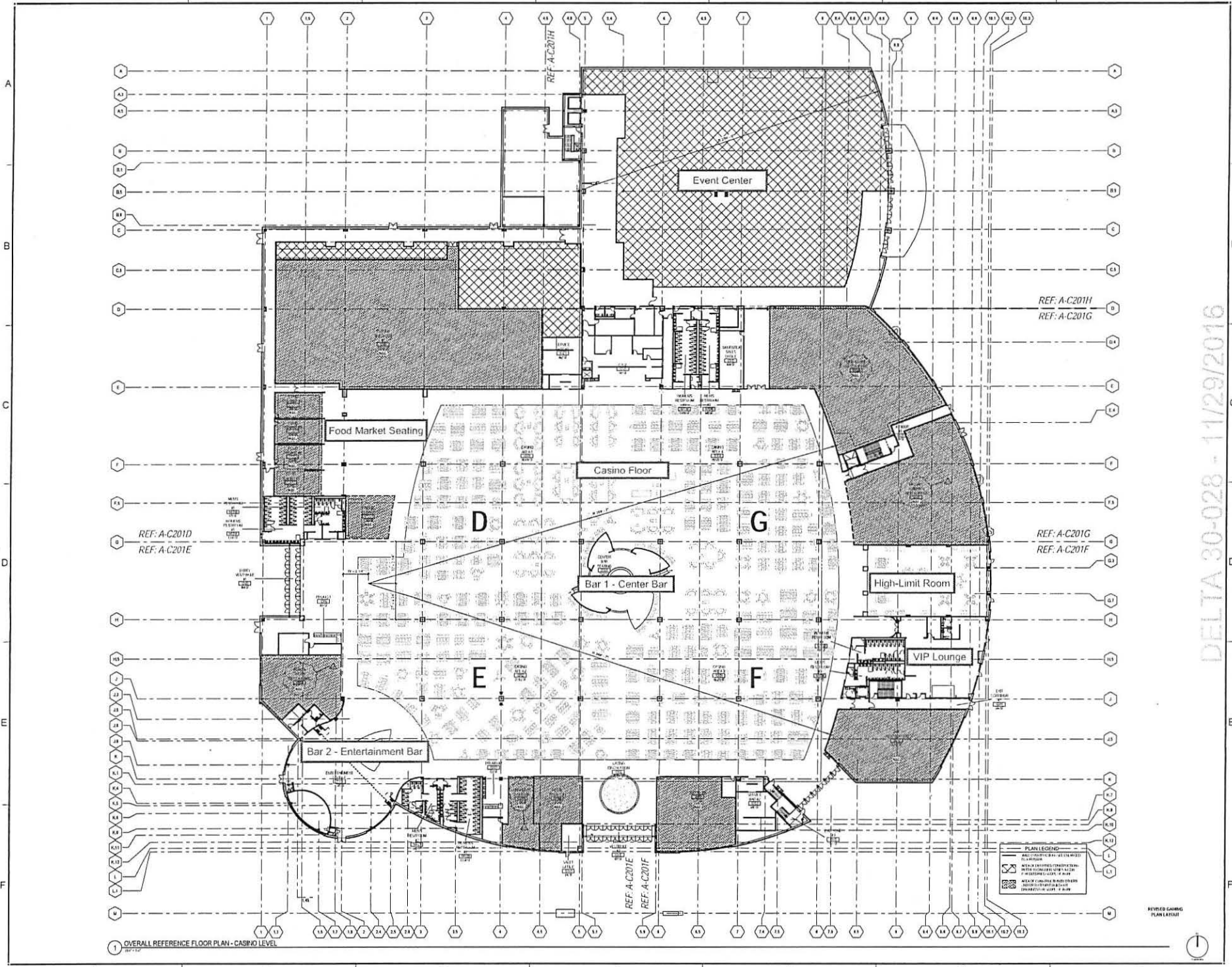
A. ilani

#	Location	Nature of alcohol service
1.	Casino floor	Beer/wine/spirits sold and served to guests for on-premises consumption by servers using service bars
2.	VIP Lounge	Beer/wine/spirits sold and served to guests for on-premises consumption
3.	Bar 1 – Center bar	Beer/wine/spirits sold and served to guests for on-premises consumption
4.	Bar 2 – Entertainment bar	Beer/wine/spirits sold and served to guests for on-premises consumption
5.	Food Market Seating Area	Beer/wine/spirits sold and served to guests for on-premises consumption by servers using service bars
6.	Event center	Events held by invitation/ticket; beer/wine/spirits sold or otherwise provided for on-premises consumption
7.	High-limit room	Beer/wine/spirits sold and served to guests for on-premises consumption
8.	Limousine	Transportation to/from Casino for select guests
9.	Shuttle bus	Transportation to/from special event with liquor service on board

Copies of the relevant site plans are included herewith. Guests may carry and consume any alcoholic beverage obtained for on premises consumption at any location listed herein through and in any other location listed herein. Alcohol purchased for off premises consumption may not be consumed on the property, except in private hotel rooms.



1 2 3 4 5 6 7



1 OVERALL REFERENCE FLOOR PLAN - CASINO LEVEL

**PLAN LEGEND**

[Symbol]	WALL
[Symbol]	DOOR
[Symbol]	MECHANICAL ROOM
[Symbol]	STAIR
[Symbol]	ELEVATOR
[Symbol]	RESTROOM
[Symbol]	BAR
[Symbol]	SEATING
[Symbol]	TABLE
[Symbol]	POOL
[Symbol]	SCREEN
[Symbol]	GLASS
[Symbol]	GLASS CURTAIN WALL
[Symbol]	GLASS PARTITION
[Symbol]	GLASS DOOR
[Symbol]	GLASS WINDOW
[Symbol]	GLASS CURTAIN WALL
[Symbol]	GLASS PARTITION
[Symbol]	GLASS DOOR
[Symbol]	GLASS WINDOW

REVISED GAMING PLAN 1/15/16

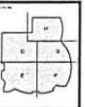
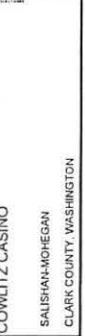
DELTA 30-028 - 11/29/2016

**INDEX**

1	OVERALL REFERENCE FLOOR PLAN - CASINO LEVEL
2	OVERALL REFERENCE FLOOR PLAN - CASINO LEVEL
3	OVERALL REFERENCE FLOOR PLAN - CASINO LEVEL
4	OVERALL REFERENCE FLOOR PLAN - CASINO LEVEL
5	OVERALL REFERENCE FLOOR PLAN - CASINO LEVEL
6	OVERALL REFERENCE FLOOR PLAN - CASINO LEVEL
7	OVERALL REFERENCE FLOOR PLAN - CASINO LEVEL

**B. MILLER GROUP**  
 ARCHITECTS  
 1000 15TH AVENUE, SUITE 1000  
 DENVER, CO 80202  
 TEL: 303.733.1000  
 WWW.BMILLERGROUP.COM

**COWLITZ CASINO**  
 SALSIPAH-MOHEGAN  
 CLARK COUNTY, WASHINGTON



**OVERALL CASINO LEVEL FLOOR PLAN**

A-C201

**EXHIBIT B**  
OPERATING PLAN:  
Safety/Training Provisions

Because the introduction, possession, and sale of liquor in Indian Country have for centuries been clearly recognized as matters of special concern to Indian tribes, the Tribe takes liquor regulation and safety extremely seriously. As a result, the Tribe has imposed strict policies and practices on its Tribal Enterprises that go above and beyond the State's requirements. Safe liquor consumption by its patrons is a top priority of the Tribe, and the Tribe makes a great effort to protect the public safety and community interest and trains its staff accordingly. The Tribe also evaluates events, utilizes its resources, and evaluates risk to best address, monitor, and appropriately control the sale and service of liquor at each of its locations and venues to preserve the public's safety.

A. Training.

1. In-House Trainer. The Tribe employs a full-time, In-House Trainer, who trains the Tribe employees on a variety of subjects. Among other things, the In-House Trainer is a certified MAST trainer.
2. Mandatory Alcohol Server Training. The following Tribal Enterprise employees must obtain and maintain a valid MAST permit through the Tribe's in-house training program:
  - a. Managers and supervisors who supervise the sale and/or service of alcohol at all venues.
  - b. Servers and bartenders at all venues.
  - c. Security staff (does not include Cowlitz Tribal Gaming Commission agents).

In addition, the Tribe typically provides in-house MAST training to an array of other employees whose job duties do not directly relate to alcohol sales or service, including without limitation, executive staff, marketing employees, gaming employees, facilities employees, hotel housekeeping employees, and more.

3. Additional training by the Tribe. The Tribe also provides ongoing training of all food and beverage service teams to heighten awareness related to public safety, including avoiding service to minors and intoxicated persons.

4. Additional training by the Board. Upon the Tribe's request, Board staff members will work with the Tribe to provide any requested training and technical assistance for the prevention of violations of alcohol laws. Board staff members will meet with the Tribe and with Tribal Police as the Parties may deem appropriate for further training, collaboration, and communication on liquor issues.

B. Safety and Security Measures.

1. Minors in General. To ensure that alcoholic beverages are not sold to or consumed by persons under age 21, the Tribe has implemented the following measures:
  - a. Staff request ID from any guest appearing to be age 30 or under who is requesting to purchase an alcoholic beverage.
  - b. Staff request ID from any guest in possession of an alcoholic beverage who appears to be of questionable age, and if guest cannot produce valid ID, the beverage is confiscated and Security is notified if necessary.
  - c. Staff accept only Board-approved forms of ID, including:
    - i. Driver's license, ID card, or Instruction Permit issued by any U.S. state or Canadian province.
    - ii. Washington temporary driver's license.
    - iii. Tribal enrollment card.
    - iv. Passport from any nation.
    - v. U.S. Military ID.
    - vi. Merchant Marine card issued by U.S. Coast Guard.
2. Minors in the Casino. In addition to the above measures for Minors in General, the Tribe has implemented the following measures specifically to ensure that alcoholic beverages are not sold to or consumed by persons under age 21:



- a. ilani maintains very extensive and sophisticated video surveillance of the premises. With advanced pan, tilt, and zoom capabilities, surveillance agents are able to clearly view virtually any activity that occurs on the Casino premises. They monitor live footage 24 hours a day, and the footage is also recorded and maintained as required by the Cowlitz Tribal Gaming Commission.
  - b. Security Officers are roving through ilani at all times and are in close contact with Surveillance and Cowlitz Tribal Gaming Commission agents at all times. Security Officers are instructed to watch for transfer of liquor from adult guests to guests under age 21.
  - c. If a person under age 21 attempts to purchase an alcoholic beverage, MAST-certified bartenders and servers notify Security, who take appropriate action as described below.
  - d. If Security or Cowlitz Tribal Gaming Commission observes a person under age 21 to be in possession of alcohol or to be exhibiting possible signs of intoxication, Security makes contact with the individual and takes appropriate action as described below.
  - e. If Security determines a person under age 21 is in possession or under the influence of alcohol (even if the alcohol was not consumed on premises), Security contacts law enforcement. Security also prepares a written incident report which is circulated to ilani management.
3. Intoxicated persons. To ensure that alcoholic beverages are not consumed by persons who appear to be intoxicated, the Tribe has implemented the following measures:
- a. All staff involved in the sale and service of alcoholic beverages are trained how to recognize the signs of intoxication.
  - b. Staff will be instructed to refuse to sell alcoholic beverages to any person who appears to be intoxicated.
  - c. Sales for off-premises consumption. If a guest who appears to be intoxicated attempts to purchase packaged alcoholic beverages for off-premises consumption, staff will politely but firmly decline to make the sale. Staff request assistance from the manager on duty when necessary.



In the event the guest becomes aggressive or belligerent after being refused service, staff or the manager will contact Security immediately. Security will contact law enforcement if necessary. Staff and managers (and Security, if applicable) will appropriately report and document the incident in accordance with policy.

- d. Sales for on-premises consumption.
  - i. If a guest who appears to be intoxicated is seen in possession of or consuming an alcoholic beverage, or attempting to order an alcoholic beverage for on-premises consumption, staff will notify Security. The guest is then assessed using MAST procedures and a determination is made if the guest is to surrender the drink if in possession of one, in which case the guest is notified by Security that due to staff's observations, the guest will not be served any additional alcoholic beverages. The guest will be offered non-alcoholic beverages and food if desired while waiting for a ride home or to another location where he or she will be spending the night by a non-intoxicated personal acquaintance, a cab or other car service, or transportation provided by ilani when necessary.
  - ii. Security is called to assist with guests who are apparently intoxicated and non-cooperative. Security determines the level of response based on the circumstances, which may include removal from the property. In that event, Security staff will first try to locate a sober driver or call a taxi for the guest. If the guest refuses a sober driver, taxi, or other reliable transportation and attempts to drive away, he or she will be notified that local police will be contacted that he has refused alternative transportation. In the event the guest does drive away, Security will promptly call 911, notify police of a suspected intoxicated driver, and provide a description of the vehicle and its direction of travel. Security will also fill out an Incident Report in accordance with standard procedures.
- e. Any team member who is suspected of overserving will be investigated through surveillance tapes and reports filed by either the appropriate manager or Security. The investigation may lead to disciplinary action up to and including termination in accordance with policy.

4. Additional security measures. The Tribe also has the following measures in place that will further ensure alcohol is safely served and consumed on site:
  - a. The Tribe has certified MAST trainer(s) on staff.
  - b. ilani is under 24-hour surveillance. Live footage is viewed around the clock, and the footage is also recorded.
  - c. Surveillance footage is retained in accordance with Cowlitz Tribal Gaming Commission regulations. Footage of specific incidents may be retained longer upon the direction of the Cowlitz Tribal Gaming Commission and ilani management.
  - d. The ratio of service staff to patrons is scheduled to be adequate to maintain the public safety for each event and is increased based on level of risk, depending on the event.
  - e. The Security staff is highly trained and experienced. Reasonable levels of Security staff are present at all times.
  - f. Cowlitz Tribal Gaming Commission agents are on site at the Casino 24/7.
  - g. The Tribe has an agreement with the Clark County Sheriff to respond to police calls at the Tribe facilities.
  - h. The Tribe understands that it, and not the Board, is responsible for all security and enforcement within a "darkened house."
- C. Special events. For certain special events at ilani, the Tribe will take the extra precautions described below. For the avoidance of doubt, these extra precautions will apply only to the special event itself, not to the rest of the Tribe's normal business operations.
  1. The Tribe will provide a quarterly schedule of special events to the Regional Captain ("Special Events"). The Tribe will update the schedule as necessary. If the Regional Captain has any concerns about the schedule or any plan for the Special Events, the Parties will meet and confer in good faith to resolve those concerns.

2. Unless prior notice is provided to Board staff of an alternate plan, alcohol sales will occur as follows for Special Events:
  - a. At point of sale locations with proper lighting and where ID may be adequately checked;
  - b. With a maximum of two (2) drinks or one bottle of wine sold to an individual patron during one transaction;
  - c. With adequate service staff to patron ratios;
  - d. With adequate security staff to patron ratios;
  - e. With staff stationed at entrances; and
  - f. With posted signs at entrances and dispensing areas as appropriate (e.g., signs at dispensing areas stating that customers must be 21 years of age or older to purchase alcohol).
3. Should the Tribe wish to deviate from this standard plan for any given Special Event, the Tribe will notify the Board in writing at least 14 days prior to the event. The Parties will meet and confer in good faith to resolve any concerns with the Tribe's alternate plan.

**EXHIBIT C**  
OPERATING PLAN:  
Enforcement/Compliance Plan

A. Licensing.

1. Tribal Enterprises. The Tribe and its Tribal Enterprises do not require licenses to sell or serve alcohol.
2. Other Business Enterprises. All Tribally-Licensed Businesses must be licensed in accordance with state law and the CTLO. However, the Parties acknowledge that the Tribally-Licensed Businesses, not the Tribe, are responsible for obtaining and maintaining the appropriate licenses.
3. Employees. All Tribal Enterprise employees who perform duties specified under State-issued Class 12 or 13 permits must hold such State-issued permits in order to perform such duties.

B. Enforcement.

1. Premises Checks.

- a. By the Tribe. The Cowlitz Tribal Police or other authorized agency may conduct its own premises checks in Indian Country to observe compliance with applicable liquor laws and this MOA and to provide support and education to Tribal Enterprises and staff. To the extent it is informed of the results of such premises checks, the Tribe will share the results of the premises checks with the Board.
- b. By the Board. The Board, through its staff, may also conduct premises checks. Prior to conducting any such check, the Board will contact Director of Facilities to provide reasonable notice of such premises check, prior to conducting the check. The Tribe may designate appropriate staff to observe the premises check provided they do not interfere with the check. The Board will share the results of such premises checks with the Tribe.
- c. Cooperation. Should either Party have any concerns arising out of a premises check or the results thereof, the Parties will meet in good faith to discuss any suggested changes to protocols of the premises checks themselves or of liquor service by the Tribal Enterprise that was checked.

## 2. Compliance Checks-Minors.

- a. By the Tribe. The Tribe may conduct its own compliance checks in Indian Country using minors ages 18, 19, or 20 through the Cowlitz Tribal Police Department or other authorized agency in accordance with Tribal regulations and policies. To the extent it is informed of the results of such checks, the Tribe will provide the results of the checks to the Board. No criminal action may be taken against any minor who purchases alcohol as part of such a compliance check.
- b. By the Board. Board staff may also conduct compliance checks. Prior to conducting any such check, the Board will contact Director of Facilities to provide reasonable notice of such compliance check, prior to conducting the check. The Tribe may delegate staff to observe the check, provided they do not interfere with the check. The Board will share the results of such compliance checks with the Tribe.
- c. Cooperation. Should either Party have any concerns arising out of a compliance check or the results thereof, the Parties will meet in good faith to discuss any suggested changes to protocols of the compliance checks themselves or of liquor service by the Tribal Enterprise that was checked.

## C. Complaints.

1. Tribal Enterprises. When a complaint regarding liquor service at any Tribal Enterprise is received by either the Tribe or the Board, or when the Tribe or the Board otherwise have reason to suspect a violation either through a premises check or compliance check, the following steps will occur:
  - a. Receipt of Complaint.
    - i. By the Tribe. If the complaint is received by the Tribe, it will be communicated to the ilani Legal Department. The ilani Legal Department will then document the complaint and provide a copy to the Board staff within seven (7) days.
    - ii. By Board. If the complaint is received by the Board, it will be communicated to the ilani Legal Department in writing within seven (7) days.

b. Investigation. The Board will investigate the complaint in its discretion and in accordance with its policies and procedures.

c. Alleged Violation.

i. Employee. If the investigation is of an alleged violation by a Tribe or Tribal Enterprise employee holding a MAST permit, the Board will provide a copy of any written report to the ilani Legal Department. The Board may take any action against the employee in accordance with its laws and regulations. Notice of any additional action taken against that employee by the Tribe will be provided to the Board. If the employee is a Tribal Member, the Tribe will investigate and take such enforcement action as is consistent with tribal law and procedures.

ii. Tribal Enterprise.

1) If the investigation is of an alleged violation by the Tribe or a Tribal Enterprise, the Board will provide a copy of any written report to ilani Legal Department. The Board may take any action against the Tribal Enterprise consistent with applicable laws and regulations, specifically to the extent applicable WAC 314-29-020, which addresses Group 1 violations against public safety.

The Tribe may assert, among other things, that some State prohibitions against "criminal" or "lewd" conduct as used in WAC 314-29-020 do not apply to tribes, tribal government agencies, tribal employees, or in Indian Country, or that some "criminal" or "lewd" conduct does not fall within the scope of the Board's authority under 18 U.S.C. § 1161.

2) If the Board alleges that the Tribe is not complying with any of the provisions of Exhibits A or B of this MOA, the Board and the Tribe will seek resolution in accordance with the dispute resolution process outlined in Section IV(F) of this MOA.

3) For purposes of this Section only, each "location" in Exhibit A will be deemed a separate location and violations against one location will not affect other locations.



2. Amendment. Should the Tribe desire in the future to take over more of the enforcement responsibilities, the Parties agree to meet in good faith to amend this MOA to provide as such.

**EXHIBIT D**

PROPERTY INFORMATION DEMONSTRATING STATUS OF LAND

amended (16 U.S.C. 1531 *et seq.*), along with Executive Order 13576, “Delivering an Efficient, Effective, and Accountable Government,” and the President’s Memorandum for the Heads of Executive Departments and Agencies of January 21, 2009—Transparency and Open Government (74 FR 4685; January 26, 2009), which call on all Federal agencies to promote openness and transparency in Government by disclosing information to the public, we invite public comment on these permit applications before final action is taken.

### III. Permit Applications

#### *Endangered Species*

Applicant: City of Idaho Falls Zoo, Idaho Falls, ID; PRT-73296B

The applicant requests a permit to export one captive-bred female snow leopard (*Uncia uncia*) for the purpose of enhancement of the survival of the species through captive breeding. This notification covers activities to be conducted by the applicant over a 5-year period.

Applicant: San Francisco Zoological Society, San Francisco, CA; PRT-69861B

The applicant requests a permit to export one captive-bred male Francois langur (*Trachypithecus francoisi*) for the purpose of enhancement of the survival of the species captive-breeding. This notification covers activities to be conducted by the applicant over a 5-year period.

Applicant: Angelica Rodriquez/ American Museum of Natural History, New York, NY; PRT-66999B

The applicant requests a permit to import biological samples from the lesser long-nosed bat (*Leptonycteris curasoae yerbabuena*) collected from the wild in Mexico, for the purpose of scientific research. This notification covers activities to be conducted by the applicant over a 5-year period.

Applicant: Point Defiance Zoo and Aquarium, Tacoma, WA; PRT-71096B

The applicant requests a permit to import one captive-bred female Malayan tapir (*Tapirus indicus*) for the purpose of enhancement of the survival of the species through zoological display and captive propagation.

Applicant: University of Illinois, Veterinary Diagnostic Laboratory, Maywood, IL; PRT-73315B

The applicant requests a permit to re-export 49 glass slides and paraffin tissue blocks derived from captive-bred Cheetah (*Acinonyx jubatus*) for the

purpose of scientific research. This notification covers activities to be conducted by the applicant over a 5-year period.

Applicant: Jerry Fife dba Fife Reptiles, Laveen, AZ; PRT-66860B

The applicant requests a permit to ten captive-bred Galapagos tortoise (*Chelonoidis nigra*) for the purpose of enhancement of the survival of the species through captive propagation.

Applicant: Fox Brown Outfitters, Indiantown, FL; PRT-71724B

The applicant requests a captive-bred wildlife registration under 50 CFR 17.21(g) for the following species to enhance species propagation or survival: Barasingha (*Rucervus duvaucelii*). This notification covers activities to be conducted by the applicant over a 5-year period.

Applicant: The Sacramento Zoological Society, dba Sacramento Zoo, Sacramento, CA; PRT-677611

The applicant requests an amendment to their captive-bred wildlife registration under 50 CFR 17.21(g) for the following species to enhance species propagation or survival: Yellow-footed rock wallaby (*Petrogale xanthopus*). This notification covers activities to be conducted by the applicant over a 5-year period.

#### Multiple Applicants

The following applicants each request a permit to import the sport-hunted trophy of one male bontebok (*Damaliscus pygargus pygargus*) culled from a captive herd maintained under the management program of the Republic of South Africa, for the purpose of enhancement of the survival of the species.

Applicant: David Hessler, Westlake OH; PRT-78797B

Applicant: Margaret Williams, Midland TX; PRT-79073B

#### **Brenda Tapia,**

*Program Analyst/Data Administrator, Branch of Permits, Division of Management Authority.*

[FR Doc. 2015-28780 Filed 11-12-15; 8:45 am]

**BILLING CODE 4333-15-P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Indian Affairs

[156A2100DD/AAKC001030/  
AOA501010.999900 253G]

### Proclaiming Certain Lands as Reservation for the Cowlitz Indian Tribe

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice of reservation proclamation.

**SUMMARY:** This notice informs the public that through the issuance of the Record of Decision on April 22, 2013 announcing the decision to acquire the subject property in trust, the Assistant Secretary—Indian Affairs proclaimed such subject property as the initial reservation of the Cowlitz Indian Tribe of Washington on November 6, 2015. The subject property was accepted by the United States in trust for the Tribe on March 9, 2015. Now that the subject property is held in trust by the United States for the Tribe, the Department is implementing its 2013 decision to proclaim the subject property as the initial reservation of the Tribe.

**FOR FURTHER INFORMATION CONTACT:** Sharlene Round Face, Bureau of Indian Affairs, Division of Real Estate Services, 1849 C Street NW., MS-4642-MIB, Washington, DC 20240, telephone (202) 208-3615.

**SUPPLEMENTARY INFORMATION:** This notice is published in the exercise of authority delegated by the Secretary of the Interior to the Assistant Secretary—Indian Affairs by part 209 of the Departmental Manual.

A proclamation was issued according to the Act of June 18, 1934 (48 Stat. 984; 25 U.S.C. 467) for the land described below. The land was proclaimed to be the Cowlitz Indian Reservation of the Cowlitz Indian Tribe, County of Clark and State of Washington.

#### **Cowlitz Indian Reservation**

Legal description containing 156.401 acres, more or less<sup>1</sup>

*PARCEL I*—BEGINNING at the intersection of the West line of Primary State Highway No. 1 and the East line

<sup>1</sup> Prior to the transfer of the subject property into trust, the Department reviewed title evidence and the legal descriptions for the parcels comprising the subject property. At the time of the April 22, 2013 Record of Decision, these parcels were separately described in County records. Since that time, some of these parcels were consolidated in County records due to the parcels' common ownership. Accordingly, the legal description and estimated acreage total have been updated to reflect this consolidation in the title record and the final survey.

of the Southeast quarter of Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence Northerly along said West line of Primary State Highway No. 1 a distance of 1307.5 feet to the Point of Beginning of this description; thence West 108.5 feet to an angle point thereon; thence Northerly along the fence 880.5 feet to the center line of a creek; thence Northerly along said creek 443 feet to the West line of Primary State Highway No. 1; thence Southerly along said West line of Highway to the Point of Beginning.

EXCEPT that portion conveyed to the State of Washington by Auditor's File Nos. G 450664 and G 147358.

*PARCEL II*—That portion of the Northeast quarter of the Northeast quarter of Section 8, and the West half of the Northwest quarter of Section 9, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

COMMENCING at a railroad spike marking the North quarter corner of Section 8, as shown in Book 27 of Surveys, page 134, records of the Clark County Auditor; thence South 88°10'18" East along the North line of the Northeast quarter of Section 8 for a distance of 1843.02 feet to the Point of Beginning; thence East to Highway Engineer's Station DB 9+50 on the DB line of SR-5 as shown on the Washington State Department of Highways Right of Way Plan "Ridgefield Junction to Woodland" Sheet 5 of 12 sheets dated August 10, 1965; thence South 01°49'42" West 20.00 feet; thence South 78°34'39" East 90.00 feet to a point 35 feet right of HES DB 10+38.74 (R/W Plan); thence South 34°20'13" East 451.85 feet to a point 65 feet left of HES Co. Rd. No. 25 44+81.63 PT (R/W Plan); thence South 16°33'29" East, 386.57 feet to a point 50 feet left of HES Co. Rd. No. 25 40+50 (R/W Plan); thence South 88°22'31" East 50.00 feet to HES Co. Rd. No. 25 40+50 said point being on the section line between Sections 8 and 9; thence South 88°22'31" East 50.00 feet; thence North 01°37'29" East parallel with the West line of the Northwest quarter of Section 9 for a distance of 100.00 feet; thence South 80°57'04" East, 42.57 feet to a point 160 feet left of the SR-5 "L" Line (R/W Plan); thence South 16°24'49" East parallel with and 160 feet from, when measured perpendicular to the SR-5 "L" Line (R/W Plan), 586.32 feet to HES L 535+50 (R/W Plan); thence South 27°43'24" East 101.98 feet to a point 140 feet left of HES L 534+50 (R/W Plan); thence South 16°24'49" East parallel with and 140 feet from, when measured perpendicular to the SR-5 "L" Line (R/W Plan), 450.00

feet to a point 140.00 feet left of HES L 530+00 (R/W Plan); thence South 15°35'42" East, 253.51 feet to the South line of the North half of the Southwest quarter of the Northwest quarter of Section 9; thence North 88°31'16" West along said South line 537.76 feet to the West line of said Northwest quarter; thence North 01°37'29" East along said West line 858.79 feet; thence North 88°07'39" West 435.00 feet; thence South 01°37'29" West 200.00 feet to the South line of the North half of the Northeast quarter of Section 8; thence North 88°07'39" West along said South line 365.31 feet; thence North 01°29'02" East parallel with the West line of said Northeast quarter 1316.97 feet to the Point of Beginning.

EXCEPT the right of way of NW 31st Avenue and NW 319th Street. Also known as Parcels II, III, VII and VIII of the Olson Survey recorded in Book 56, Page 193.

*PARCEL IV*—All that part of the Southeast quarter of Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, lying West of Primary State Road No. 1 (Pacific Highway).

EXCEPT the Henry Ungemach tract recorded in Volume 76 of Deeds, page 33, records of Clark County, Washington, described as follows:

BEGINNING at a point 19.91 chains North of the Southwest corner of said Southeast quarter; thence East 13.48 chains to creek; thence Northerly along creek to North line of said Southeast quarter at a point 6.66 chains West of the Northeast corner thereof; thence West to Northwest corner of said Southeast quarter; thence South 19.91 chains to the Point of Beginning.

ALSO EXCEPT the John F. Anderson tract as conveyed by deed recorded under Auditor's File No. F 38759, records of Clark County, Washington, described as follows:

BEGINNING at the Northwest corner of the Southwest quarter of the Southeast quarter of Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; and running thence East 514 feet; thence Southerly 340 feet; thence Northwesterly 487 feet to a point 196 feet due South of the Point of Beginning; thence North to the Point of Beginning.

ALSO EXCEPT that tract described as follows:

BEGINNING at a point 26 rods and 9 feet West of the Southeast corner of Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; and running thence West 20 rods to County Road; thence North 182 feet; thence East 20

rods; thence South 182 feet to the Point of Beginning.

ALSO EXCEPT a certain reserved tract described as follows:

BEGINNING at the intersection of the West line of Primary State Highway No. 1 (Pacific Highway) and the East line of the Southeast quarter of said Section 5, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington; thence Northerly along said West line of Primary State Highway No. 1, a distance of 1307.5 feet to the True Point of Beginning of this description; thence West 108.5 feet to an angle point therein; thence Northerly along fence 880.5 feet to center line of creek; thence Northeasterly along said creek 443 feet, more or less, to the West line of Primary State Highway No. 1; thence Southerly along said West line of highway to the True Point of Beginning.

ALSO EXCEPT that portion thereof lying within Primary State Highway No. 1 (SR-5) as conveyed to the State of Washington by deed recorded under Auditor's File Nos. G 458085, G 143553 and D 94522.

ALSO EXCEPT the right of way of NW 319th Street and Primary State Highway No. 1.

*PARCEL V*—That portion of the Northwest quarter of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a railroad spike marking the North quarter corner of Section 8 as shown in Book 27 of Surveys, page 134, records of the Clark County Auditor; thence South 88°10'18" East along the North line of the Northwest quarter of the Northeast quarter of Section 8 for a distance of 921.75 feet; thence South 01°29'02" West parallel with the West line of said Northwest quarter, 1316.26 feet to the South line thereof; thence North 88°07'39" West along said South line, 921.76 feet to the Southwest corner of said Northwest quarter; thence North 01°29'02" East along the West line of said Northwest quarter, 1315.55 feet to the Point of Beginning.

EXCEPT the right of way of NW 319th Street and NW 41st Avenue.

*PARCEL VI*—That portion of the North half of the Northeast quarter of Section 8, Township 4 North, Range 1 East of the Willamette Meridian, Clark County, Washington, described as follows:

BEGINNING at a railroad spike marking the North quarter corner of Section 8 as shown in Book 27 of Surveys, page 134, records of the Clark County Auditor; thence South 88°10'18" East along the North line of the

Northeast quarter of Section 8 for a distance of 921.75 feet to the Point of Beginning; thence continuing along said North line, South 88°10'18" East 921.26 feet; thence South 01°29'02" West parallel with the West line of said Northeast quarter, 1316.97 feet to the South line of the North half of said Northeast quarter; thence North 88°07'39" West along said South line, 921.26 feet; thence North 01°29'02" East, 1316.26 feet to the Point of Beginning.

EXCEPT the right of way of NW 319th Street.

The above-described lands contain a total of 156.401 acres, more or less, which are subject to all valid rights, reservations, rights-of-way, and easements of record.

This proclamation does not affect title to the lands described above, nor does it affect any valid existing easements for public roads, highways, public utilities, railroads, and pipelines, or any other valid easements of rights-of-way or reservations of record.

Dated: November 6, 2015.

**Kevin Washburn,**

*Assistant Secretary—Indian Affairs.*

[FR Doc. 2015-28805 Filed 11-12-15; 8:45 am]

**BILLING CODE 4337-15-P**

**DEPARTMENT OF THE INTERIOR**

**Bureau of Land Management**

[LLWO210000.16X.L11100000.PH0000 LXSIGST0000]

**Extension of Public Comment Period and Schedule of Public Scoping Meetings and Public Meetings for the Proposed Withdrawal of Sagebrush Focal Areas in Idaho, Montana, Nevada, Oregon, Utah, and Wyoming, and an Associated Environmental Impact Statement**

**AGENCY:** Bureau of Land Management, Interior.

**ACTION:** Notice.

**SUMMARY:** On September 24, 2015, the Bureau of Land Management (BLM) published a Notice of Proposed Withdrawal; Sagebrush Focal Areas; Idaho, Montana, Nevada, Oregon, Utah, and Wyoming and Notice of Intent to Prepare an Environmental Impact Statement for the Proposed Withdrawal in the **Federal Register**. This notice extends the comment period for both the proposed withdrawal and initial scoping for the environmental impact statement (EIS) being prepared to consider the merits of the proposed withdrawal and announces the times, dates, and locations of public meetings.

**DATES:** Written or emailed comments for scoping for the EIS and on the proposed withdrawal may be submitted through January 15, 2016. In addition, through this Notice the BLM is also announcing that it will hold public meetings in December 2015 to focus on relevant issues and environmental concerns, identify possible alternatives, help determine the scope of the EIS, and provide an opportunity for public comments on the proposed withdrawal. For dates and locations for the scoping meetings, please see the **SUPPLEMENTARY INFORMATION** section below.

**ADDRESSES:** Written comments should be sent to the BLM Director, 1849 C Street NW. (WO-200), Washington, DC 20240 or emailed to *sagebrush\_withdrawals@blm.gov*.

**FOR FURTHER INFORMATION CONTACT:** Contact Mark Mackiewicz, BLM, by telephone at 435-636-3616. Persons who use a telecommunications device for the deaf (TDD) may call the Federal Information Relay Service (FIRS) at 1-800-877-8339 to reach the BLM contact person. The FIRS is available 24 hours a day, 7 days a week, to leave a message or question with the above individual.

You will receive a reply during normal business hours.

**SUPPLEMENTARY INFORMATION:** The BLM filed an application requesting the Assistant Secretary of the Interior for Land and Minerals Management to withdraw, subject to valid existing rights, approximately 10 million acres of BLM-managed public and National Forest System lands located in the States of Idaho, Montana, Nevada, Oregon, Utah and Wyoming from location and entry under the United States mining law, but not from leasing under the mineral or geothermal leasing or mineral materials laws.

Pursuant to Section 102(2)(C) of the National Environmental Policy Act of 1969 (NEPA), the BLM will prepare an EIS and conduct public scoping meetings on the withdrawal from the mining law of approximately 10 million acres of BLM- and United States Forest Service-administered public lands, in 6 western states as identified in the **Federal Register** notice of September 24, 2015 (80 FR 57635). The period for initial scoping comments from the public has been extended from December 23, 2015, to January 15, 2016. These public scoping meetings will also meet the requirements under 43 CFR 2310 to provide public meetings for comment on the Notice of Proposed Withdrawal that published on September 24, 2015.

The dates, times, and locations of the meetings are as follows:

Dates & times	Locations	BLM contact
Dec. 14, 2015:		
5 p.m. to 7 p.m. ....	Harney County Chamber of Commerce, 484 North Broadway, Burns, OR 97720.	Jody Weil, 503-808-6287.
5 p.m. to 7 p.m. ....	Lakeview BLM District Office, 1301 South G Street, Lakeview, OR 97630.	Jody Weil, 503-808-6287.
5 p.m. to 7 p.m. ....	Salt Lake City BLM Office, 2370 South Decker Lake Drive, West Valley City, UT 84119.	Megan Crandall, 801-539-4020.
Dec. 15, 2015:		
4 p.m. to 6 p.m. ....	Best Western Vista Inn & Conference Center, 2645 Airport Way, Boise, ID 83709.	Erin Curtis, 208-373-4016.
5 p.m. to 7 p.m. ....	Rock Springs BLM Field Office, 280 Highway 191 North, Rock Springs, WY 82901.	Kristen Lenhardt, 307-775-6015.
5 p.m. to 7 p.m. ....	The Nugget, 1100 Nugget Avenue, Sparks, NV 89431 .....	Steve Clutter, 775-861-6629.
Dec. 16, 2015:		
2 p.m. to 4 p.m. ....	Great Northern Hotel, 2 South 1st Street East, Malta, MT 59538 .....	Al Nash, 406-896-5260.
4 p.m. to 6 p.m. ....	Shiloh Suites Conference Hotel, 780 Lindsay Blvd., Idaho Falls, ID 83402.	Erin Curtis, 208-373-4016.

**EXHIBIT E**

COWLITZ TRIBAL LIQUOR ORDINANCE



### Covered Area

The covered species historically occurred in the Richmond pine rockland habitats. Portions of the HCP covered area consist of pine rockland habitat that is either currently occupied by the covered species or suitable for restoration as habitat for the species.

### Next Steps

We will evaluate the ITP application, including the HCP, and any comments we receive to determine whether the application meets the requirements of section 10(a)(1)(B) of the Act. We will also evaluate whether a section 10(a)(1)(B) ITP should be issued, as well as conduct an intra-Service consultation pursuant to section 7 of the Act. We will use the results of this consultation and the above findings in our final analysis to determine whether to issue the ITP. If we determine that the requirements are met, we will issue the ITP for incidental take of the covered species.

### Authority

We provide this notice under section 10 of the Act (16 U.S.C. 1531 *et seq.*) and NEPA regulations (40 CFR 1506.6).

Dated: March 3, 2017.

**Mike Oetker,**

*Acting Regional Director.*

[FR Doc. 2017-05767 Filed 3-22-17; 8:45 am]

**BILLING CODE 4333-15-P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Indian Affairs

[178A2100DD/AAKC001030/  
AOA501010.999900253G]

### Indian Gaming; Extension of Tribal-State Class III Gaming Compact (Crow Creek Sioux Tribe and the State of South Dakota)

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice.

**SUMMARY:** This notice announces the extension of the Class III gaming compact between the Crow Creek Sioux Tribe and the State of South Dakota.

**DATES:** Effective March 23, 2017.

**FOR FURTHER INFORMATION CONTACT:** Ms. Paula L. Hart, Director, Office of Indian Gaming, Office of the Assistant Secretary—Indian Affairs, Washington, DC 20240, (202) 219-4066.

**SUPPLEMENTARY INFORMATION:** An extension to an existing tribal-state Class III gaming compact does not require approval by the Secretary if the extension does not modify any other terms of the compact. 25 CFR 293.5. The

Crow Creek Sioux Tribe and the State of South Dakota have reached an agreement to extend the expiration of their existing Tribal-State Class III gaming compact until June 28, 2017. This publishes notice of the new expiration date of the compact.

Dated: March 13, 2017.

**Michael S. Black,**

*Acting Assistant Secretary—Indian Affairs.*

[FR Doc. 2017-05813 Filed 3-22-17; 8:45 am]

**BILLING CODE 4337-15-P**

## DEPARTMENT OF THE INTERIOR

### Bureau of Indian Affairs

[178A2100DD/AAKC001030/  
AOA501010.999900 253G]

### Cowlitz Indian Tribe Liquor Ordinance

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice.

**SUMMARY:** This notice publishes the liquor ordinance of the Cowlitz Indian Tribe. The liquor ordinance regulates and controls the possession, sale, manufacture, and distribution of alcohol in conformity with the laws of the State of Washington. Enactment of this ordinance will help provide a source of revenue to strengthen Tribal government, provide for the economic viability of Tribal enterprises, and improve delivery of Tribal government services.

**DATES:** This code shall become effective March 23, 2017.

**FOR FURTHER INFORMATION CONTACT:** Mr. Greg Norton, Tribal Government Specialist, Northwest Regional Office, Bureau of Indian Affairs, 911 NE 11th Avenue, Portland, Oregon 97232, Telephone: (503) 231-6702, Fax: (503) 231-2201.

**SUPPLEMENTARY INFORMATION:** Pursuant to the Act of August 15, 1953, Public Law 83-277, 67 Stat. 586, 18 U.S.C. 1161, as interpreted by the Supreme Court in *Rice v. Rehner*, 463 U.S. 713 (1983), the Secretary of the Interior shall certify and publish in the **Federal Register** notice of adopted liquor ordinances for the purpose of regulating liquor transactions in Indian country. The Tribal Council of the Cowlitz Indian Tribe duly adopted the Cowlitz Tribal Liquor Ordinance on October 27, 2016.

This notice is published in accordance with the authority delegated by the Secretary of the Interior to the Assistant Secretary—Indian Affairs. I certify that the Tribal Council of the Cowlitz Indian Tribe duly adopted the

Cowlitz Tribal Liquor Ordinance by Ordinance No. 16-02 dated October 27, 2016.

Dated: March 15, 2017.

**Michael S. Black,**

*Acting Assistant Secretary—Indian Affairs.*

## SECTION 1.—INTRODUCTION

### 1.1 Authority

This ordinance is enacted pursuant to the Act of August 15, 1953, 67 Stat. 586, codified at 18 U.S.C. 1161, by the authority of the Cowlitz Tribal Council enumerated in Article VIII of the Constitution of the Cowlitz Tribe of Indians to enact legislation and regulate activities of businesses operating on the Tribe's lands, and in conformity with applicable Washington State laws and all attendant agreements with the State of Washington.

### 1.2 Purpose

The purpose of this ordinance is to regulate and control the possession, sale, manufacture, and distribution of liquor within the Tribe's reservation, trust lands, and all Indian Country as defined in 18 U.S.C. 1151, in order to permit alcohol sales by tribally owned and operated enterprises and lessees and at other tribally approved special events. The enactment of this ordinance will increase the ability of the Cowlitz Tribe to control the manufacture, distribution, sale, and possession of liquor on the Tribe's lands and will provide an important source of revenue for the continued operation and strengthening of the Cowlitz tribal government, the delivery of tribal governmental services, and the economic viability of tribal enterprises.

### 1.3 Short Title

This shall be known as the "Cowlitz Tribal Liquor Ordinance" and shall be codified as Ordinance No. 16-02 of the Cowlitz Tribal Code.

### 1.4 Jurisdiction

This ordinance shall apply to all lands now or in the future under the governmental authority of the Tribe, including the Tribe's reservation, trust lands, and Indian Country as defined under 18 U.S.C. 1151.

### 1.5 Application of 18 U.S.C. 1161

By adopting this Ordinance, the Tribe hereby regulates the sale, manufacturing, distribution, possession, and consumption of liquor while ensuring that such activity conforms with applicable laws of the State of Washington as required by 18 U.S.C. 1161 and the United States.

### 1.6 Declaration of Public Policy; Findings

The Tribal Council enacts this Ordinance, based on the following findings:

(a) The manufacture, distribution, possession, sale, and consumption of liquor in the Tribe's Indian Country are matters of special concern to the Tribe.

(b) Federal law currently prohibits the introduction of liquor into or manufacture of spirits in Indian Country, except as provided in 18 U.S.C. 1161, except in accordance with State law and the duly enacted law of the Tribe.

(c) The Cowlitz Tribe recognizes that a need exists for strict tribal regulation and control over liquor transactions within its lands because of the many potential problems associated with the unregulated or inadequately regulated manufacture, distribution, sale, possession, and consumption of liquor. The Tribal Council finds that tribal control and regulation of liquor is necessary to achieve maximum economic benefit to the Tribe, to protect the health and welfare of tribal members, and to address specific concerns relating to alcohol use on tribal lands.

(d) It is in the best interests of the Tribe to enact an ordinance governing liquor transactions on its lands.

## SECTION 2.—DEFINITIONS

### 2.1 Definitions

As used in this ordinance, the following words shall have the following meanings unless the context clearly requires otherwise:

(a) "Alcohol" means that substance known as ethyl alcohol, hydrated oxide of ethyl, ethanol, or spirits of wine, which is commonly produced by the fermentation or distillation of grain, starch, molasses, or sugar, or other substances including all dilutions and mixtures of this substance from whatever source or by whatever process produced.

(b) "Beer" means any beverage such as beer, ale, lager beer, stout, and porter obtained by the alcoholic fermentation of an infusion or decoction of pure hops, or pure extract of hops and pure barley malt or other wholesome grain or cereal in pure water and containing not more than eight percent of alcohol by weight, and not less than one-half of one percent of alcohol by volume. For the purposes of this ordinance, any such beverage containing more than eight percent of alcohol by weight shall be referred to as "strong beer."

(c) "Indian Country" means the Tribe's reservation, trust lands, and all

other lands as defined in 18 U.S.C. 1151.

(d) "Liquor" includes the four varieties of liquor herein defined (alcohol, spirits, wine, and beer), includes all fermented, spirituous, vinous, or malt liquor or combinations thereof, and mixed liquor, a part of which is fermented, spirituous, vinous or malt liquor, or otherwise intoxicating; and every liquid or solid or semisolid or other substance, patented or not containing alcohol, spirits, wine, or beer, and all drinks or drinkable liquids and all preparations or mixtures capable of human consumption, and any liquid, semisolid, solid, or other substance, which contains more than one percent of alcohol by weight shall be conclusively deemed to be intoxicating. Liquor does not include confections or food products that contain one percent or less of alcohol by weight. "Malt Liquor" means beer, strong beer, ale, stout and porter.

(e) "Sale" and "Sell" includes exchange, barter and traffic; and also includes the selling or supplying or distributing by any means whatsoever of liquor, or of any liquid known or described as beer or by any name whatsoever commonly used to describe malt or brewed liquor or of wine by any person to any person.

(f) "Spirits" means any beverage, which contains alcohol obtained by distillation, including wines exceeding twenty-four percent of alcohol by weight.

(g) "State" means the State of Washington.

(h) "Tribal Council" means the Cowlitz Tribal Council, which is the governing body of the Tribe.

(i) "Tribe" means the Cowlitz Indian Tribe, a federally recognized sovereign Indian tribe.

(j) "Wine" means any alcoholic beverage obtained by fermentation of fruits, (grapes, berries, apples, et cetera) or other agricultural product containing sugar, to which any saccharine substances may have been added before, during or after fermentation, and containing not more than twenty-four percent of alcohol by volume, including sweet wines fortified with wine spirits, such as port, sherry, muscatel, and angelica, not exceeding twenty-four percent of alcohol by volume and not less than one-half of one percent of alcohol by volume. For purposes of this ordinance, any beverage containing no more than fourteen percent of alcohol by volume when bottled or packaged by the manufacturer shall be referred to as "table wine," and any beverage containing alcohol in an amount more than fourteen percent by volume when

bottled or packaged by the manufacturer shall be referred to as "fortified wine." However, "fortified wine" shall not include: (i) Wines that are both sealed or capped by cork closure and aged two years or more; and (ii) wines that contain more than fourteen percent alcohol by volume solely as a result of the natural fermentation process and that have not been produced with the addition of wine spirits, brandy, or alcohol.

## SECTION 3.—LIQUOR SALES, POSSESSION, AND MANUFACTURE

### 3.1 Possession

The introduction and possession of liquor shall be lawful within Indian Country, provided that such introduction or possession is in conformity with the laws of the Tribe and the applicable laws of and the Tribe's agreements with the State.

### 3.2 Retail Sales

The sale of liquor shall be lawful within Indian Country, provided that such sales are in conformity with the laws of the Tribe and the applicable laws of and agreements with the State.

### 3.3 Manufacture

The manufacture of liquor shall be lawful within Indian Country, provided that such manufacture is in conformity with the laws of the Tribe and the applicable laws of and agreements with the State.

### 3.4 Age Limits

The legal age for possession or consumption of alcohol within Indian Country shall be the same as that of the State, which is currently 21 years. No person under the age of 21 years of age shall purchase, possess, or consume any liquor.

## SECTION 4.—LICENSING

### 4.1 Licensing

The Tribal Council shall have the power to establish procedures and standards for tribal licensing of liquor manufacture, distribution, and sale within Indian Country, including the setting of a license fee schedule, and shall have the power to publish and enforce such standards. For license applicants that are not tribally owned, no tribal license shall issue except upon showing of satisfactory proof that the applicant is duly licensed by the State. The fact that an applicant for a tribal license possesses a license issued by the State however shall not provide the applicant with an entitlement to a tribal license.

**SECTION 5.—ENFORCEMENT****5.1 Enforcement**

The Tribal Council shall have the power to develop, enact, promulgate, and enforce regulations as necessary for the enforcement of this Ordinance and to protect the public health, welfare, and safety of the Tribe, provided that all such regulations shall conform to and not be in conflict with any applicable tribal, Federal, or State law. Regulations enacted pursuant to this Ordinance may include provisions for suspension or revocation of tribal liquor licenses, reasonable search and seizure provisions, and civil and criminal penalties for violations of this Ordinance to the full extent permitted by Federal law and consistent with due process.

Tribal law enforcement personnel and security personnel duly authorized by the Tribal Council shall have the authority to enforce this Ordinance by confiscating any liquor sold, possessed, distributed, manufactured, or introduced within Indian Country in violation of this Ordinance or of any regulations duly adopted pursuant to this Ordinance.

The Tribal Council shall have the exclusive jurisdiction to hold hearings on violations of this Ordinance and any procedures or regulations adopted pursuant to this Ordinance; to promulgate appropriate procedures governing such hearings; to determine and enforce penalties or damages for violations of this Ordinance; and to delegate to a subordinate hearing officer or panel or to the Cowlitz Tribal Court the authority to take any or all of the foregoing actions on its behalf.

**SECTION 6.—TAXATION****6.1 Taxation**

Nothing contained in this Statute is intended to, nor does in any way, limit or restrict the Tribe's ability to impose any tax upon the sale or consumption of alcohol. The Tribe retains the right to impose such taxes by appropriate statute to the full extent permitted by Federal law.

**SECTION 7.—MISCELLANEOUS PROVISIONS****7.1 Sovereign Immunity Preserved**

Nothing contained in this Ordinance is intended to, nor does in any way, limit, alter, restrict, or waive the sovereign immunity of the Tribe or any of its agencies, agents, or officials from unconsented suit or action of any kind.

**7.2 Conformance With Applicable Laws**

All acts and transactions under this Ordinance shall be in conformity with the laws of the State to the extent required by 18 U.S.C. 1161 and with all Federal laws regarding liquor in Indian Country.

**7.3 Effective Date**

This Ordinance shall be effective as of the date on which the Secretary of the Interior certifies this Statute and publishes the same in the **Federal Register**.

**7.4 Repeal of Prior Acts**

All prior enactments of the Tribal Council, including tribal resolutions, policies, regulations, or statutes pertaining to the subject matter set forth in this Ordinance are hereby rescinded.

**7.5 Amendments**

This Ordinance may only be amended pursuant to an amendment duly enacted by the Tribal Council and certification by the Secretary of the Interior and publication in the **Federal Register**, if required.

**7.6 Severability and Savings Clause**

If any part or provision of this Ordinance is held invalid, void, or unenforceable by a court of competent jurisdiction, such adjudication shall not be held to render such provisions inapplicable to other persons or circumstances. Further, the remainder of the Ordinance shall not be affected and shall continue to remain in full force and effect.

[FR Doc. 2017-05815 Filed 3-22-17; 8:45 am]

**BILLING CODE 4337-15-P**

**DEPARTMENT OF THE INTERIOR****Bureau of Indian Affairs**

[178A2100DD/AAKC001030/  
AOA501010.999900253G]

**Indian Gaming; Extension of Tribal-State Class III Gaming Compact (Rosebud Sioux Tribe and the State of South Dakota)**

**AGENCY:** Bureau of Indian Affairs, Interior.

**ACTION:** Notice.

**SUMMARY:** This notice announces the extension of the Class III gaming compact between the Rosebud Sioux Tribe and the State of South Dakota.

**DATES:** Effective March 23, 2017.

**FOR FURTHER INFORMATION CONTACT:** Ms. Paula L. Hart, Director, Office of Indian Gaming, Office of the Assistant

Secretary—Indian Affairs, Washington, DC 20240, (202) 219-4066.

**SUPPLEMENTARY INFORMATION:** An extension to an existing tribal-state Class III gaming compact does not require approval by the Secretary if the extension does not modify any other terms of the compact. 25 CFR 293.5. The Rosebud Sioux Tribe and the State of South Dakota have reached an agreement to extend the expiration date of their existing Tribal-State Class III gaming compact to July 31, 2017. This publishes notice of the new expiration date of the compact.

Dated: March 13, 2017.

**Michael S. Black,**

*Acting Assistant Secretary—Indian Affairs.*

[FR Doc. 2017-05814 Filed 3-22-17; 8:45 am]

**BILLING CODE 4337-15-P**

**INTERNATIONAL TRADE COMMISSION**

[USITC SE-17-011]

**Government in the Sunshine Act Meeting Notice**

**AGENCY HOLDING THE MEETING:** United States International Trade Commission.

**TIME AND DATE:** March 28, 2017 at 11:00 a.m.

**PLACE:** Room 101, 500 E Street SW., Washington, DC 20436, Telephone: (202) 205-2000.

**STATUS:** Open to the public.

**Matters To Be Considered**

1. *Agendas for future meetings:* None.
2. Minutes.
3. Ratification List.
4. Vote in Inv. Nos. 701-TA-318 and 731-TA-538 and 561 (Fourth Review) (Sulfanilic Acid from China and India). The Commission is currently scheduled to complete and file its determinations and views of the Commission by April 17, 2017.
5. *Outstanding action jackets:* None.

In accordance with Commission policy, subject matter listed above, not disposed of at the scheduled meeting, may be carried over to the agenda of the following meeting.

By order of the Commission.

Issued: March 21, 2017.

**William R. Bishop,**

*Supervisory Hearings and Information Officer.*

[FR Doc. 2017-05892 Filed 3-21-17; 4:15 pm]

**BILLING CODE 7020-02-P**



# Cowlitz Indian Tribe

## Tribal Council Ordinance No. 16-02

Short Title: Tribal Liquor Ordinance

**WHEREAS**, the Cowlitz Indian Tribe is Acknowledged as a Sovereign Indian Nation by the United States Government; and

**WHEREAS**, the Tribal Council is the governing body of the Cowlitz Indian Tribe as authorized by the tribe's Constitution and By-laws; and

**WHEREAS**, the Tribal Council wishes to adopt an ordinance for regulation of the possession, sale, manufacture, and distribution of liquor within the Tribe's Reservation and trust lands;

**NOW, THEREFORE BE IT RESOLVED** by the Tribal Council of the Cowlitz Indian Tribe, that the following Ordinance is hereby adopted:

### "COWLITZ TRIBAL LIQUOR ORDINANCE

#### SECTION 1. – INTRODUCTION

##### *1.1 Authority*

This ordinance is enacted pursuant to the Act of August 15, 1953, 67 Stat. 586, codified at 18 U.S.C. § 1161, by the authority of the Cowlitz Tribal Council enumerated in Article VIII of the Constitution of the Cowlitz Tribe of Indians to enact legislation and regulate activities of businesses operating on the Tribe's lands, and in conformity with applicable Washington State laws and all attendant agreements with the State of Washington.

##### *1.2 Purpose*

The purpose of this ordinance is to regulate and control the possession, sale, manufacture, and distribution of liquor within the Tribe's reservation, trust lands, and all Indian Country as defined in 18 U.S.C. § 1151, in order to permit alcohol sales by tribally owned and operated enterprises and lessees and at other tribally approved special events. The enactment of this ordinance will increase the ability of the Cowlitz Tribe to control the manufacture, distribution, sale, and possession of liquor on the Tribe's lands and will provide an important source of revenue for the continued operation and strengthening of the Cowlitz tribal government, the delivery of tribal governmental services, and the economic viability of tribal enterprises.

### *1.3 Short Title*

This shall be known as the "Cowlitz Tribal Liquor Ordinance" and shall be codified as Ordinance No. 16- 02 of the Cowlitz Tribal Code.

### *1.4 Jurisdiction*

This ordinance shall apply to all lands now or in the future under the governmental authority of the Tribe, including the Tribe's reservation, trust lands, and Indian Country as defined under 18 U.S.C. § 1151.

### *1.5 Application of 18 U.S.C. § 1161*

By adopting this Ordinance, the Tribe hereby regulates the sale, manufacturing, distribution, possession, and consumption of liquor while ensuring that such activity conforms with applicable laws of the State of Washington as required by 18 U.S.C. § 1161 and the United States.

### *1.6 Declaration of Public Policy; Findings*

The Tribal Council enacts this Ordinance, based on the following findings:

(a) The manufacture, distribution, possession, sale, and consumption of liquor in the Tribe's Indian Country are matters of special concern to the Tribe.

(b) Federal law currently prohibits the introduction of liquor into or manufacture of spirits in Indian Country, except as provided in 18 U.S.C. § 1161, except in accordance with State law and the duly enacted law of the Tribe.

(c) The Cowlitz Tribe recognizes that a need exists for strict tribal regulation and control over liquor transactions within its lands because of the many potential problems associated with the unregulated or inadequately regulated manufacture, distribution, sale, possession, and consumption of liquor. The Tribal Council finds that tribal control and regulation of liquor is necessary to achieve maximum economic benefit to the Tribe, to protect the health and welfare of tribal members, and to address specific concerns relating to alcohol use on tribal lands.

(d) It is in the best interests of the Tribe to enact an ordinance governing liquor transactions on its lands.

## **SECTION 2. – DEFINITIONS**

### *2.1 Definitions*

As used in this ordinance, the following words shall have the following meanings unless the context clearly requires otherwise:

(a) "Alcohol" means that substance known as ethyl alcohol, hydrated oxide of ethyl, ethanol, or spirits of wine, which is commonly produced by the fermentation or distillation of grain, starch, molasses, or sugar, or other substances including all dilutions and mixtures of this substance from whatever source or by whatever process produced.

(b) "Beer" means any beverage such as beer, ale, lager beer, stout, and porter obtained by the alcoholic fermentation of an infusion or decoction of pure hops, or pure extract of hops and pure barley malt or other wholesome grain or cereal in pure water and containing not more than eight percent of alcohol by weight, and not less than one-half of one percent of alcohol by volume. For the purposes of this ordinance, any such beverage containing more than eight percent of alcohol by weight shall be referred to as "strong beer."

(c) "Indian Country" means the Tribe's reservation, trust lands, and all other lands as defined in 18 U.S.C. 1151.

(d) "Liquor" includes the four varieties of liquor herein defined (alcohol, spirits, wine, and beer), includes all fermented, spirituous, vinous, or malt liquor or combinations thereof, and mixed liquor, a part of which is fermented, spirituous, vinous or malt liquor, or otherwise intoxicating; and every liquid or solid or semisolid or other substance, patented or not containing alcohol, spirits, wine, or beer, and all drinks or drinkable liquids and all preparations or mixtures capable of human consumption, and any liquid, semisolid, solid, or other substance, which contains more than one percent of alcohol by weight shall be conclusively deemed to be intoxicating. Liquor does not include confections or food products that contain one percent or less of alcohol by weight. "Malt Liquor" means beer, strong beer, ale, stout and porter.

(e) "Sale" and "Sell" includes exchange, barter and traffic; and also includes the selling or supplying or distributing by any means whatsoever of liquor, or of any liquid known or described as beer or by any name whatsoever commonly used to describe malt or brewed liquor or of wine by any person to any person.

(f) "Spirits" means any beverage, which contains alcohol obtained by distillation, including wines exceeding twenty-four percent of alcohol by weight.

(g) "State" means the State of Washington.

(h) "Tribal Council" means the Cowlitz Tribal Council, which is the governing body of the Tribe.

(i) "Tribe" means the Cowlitz Indian Tribe, a federally recognized sovereign Indian tribe.

(j) "Wine" means any alcoholic beverage obtained by fermentation of fruits, (grapes, berries, apples, et cetera) or other agricultural product containing sugar, to which any saccharine substances may have been added before, during or after fermentation, and containing not more than twenty-four percent of alcohol by volume, including sweet wines fortified with wine spirits, such as port, sherry, muscatel, and angelica, not exceeding twenty-four percent of alcohol by volume and not less than one-half of one percent of alcohol by volume. For purposes of this ordinance, any beverage containing no more than fourteen percent of alcohol by volume when bottled or packaged by the manufacturer shall be referred to as "table wine," and any beverage containing alcohol in an amount more than fourteen percent by volume when bottled or packaged by the manufacturer shall be referred to as "fortified wine." However, "fortified wine" shall not include: (i) Wines that are both sealed or capped by cork closure and aged two years or more; and (ii) wines that contain more than fourteen percent alcohol by volume solely as a result of the natural

fermentation process and that have not been produced with the addition of wine spirits, brandy, or alcohol.

### **SECTION 3. – LIQUOR SALES, POSSESSION, AND MANUFACTURE**

#### *3.1 Possession*

The introduction and possession of liquor shall be lawful within Indian Country, provided that such introduction or possession is in conformity with the laws of the Tribe and the applicable laws of and the Tribe's agreements with the State.

#### *3.2 Retail Sales*

The sale of liquor shall be lawful within Indian Country, provided that such sales are in conformity with the laws of the Tribe and the applicable laws of and agreements with the State.

#### *3.3 Manufacture*

The manufacture of liquor shall be lawful within Indian Country, provided that such manufacture is in conformity with the laws of the Tribe and the applicable laws of and agreements with the State.

#### *3.4 Age Limits*

The legal age for possession or consumption of alcohol within Indian Country shall be the same as that of the State, which is currently 21 years. No person under the age of 21 years of age shall purchase, possess, or consume any liquor.

### **SECTION 4. – LICENSING**

#### *4.1 Licensing*

The Tribal Council shall have the power to establish procedures and standards for tribal licensing of liquor manufacture, distribution, and sale within Indian Country, including the setting of a license fee schedule, and shall have the power to publish and enforce such standards. For license applicants that are not tribally owned, no tribal license shall issue except upon showing of satisfactory proof that the applicant is duly licensed by the State. The fact that an applicant for a tribal license possesses a license issued by the State however shall not provide the applicant with an entitlement to a tribal license.

### **SECTION 5. – ENFORCEMENT**

#### *5.1 Enforcement*

The Tribal Council shall have the power to develop, enact, promulgate, and enforce regulations as necessary for the enforcement of this Ordinance and to protect the public health, welfare, and safety of the Tribe, provided that all such regulations shall conform to and not be in conflict with any applicable tribal, Federal, or State law. Regulations enacted pursuant to this Ordinance may include provisions for suspension or revocation of tribal liquor licenses, reasonable search and seizure provisions, and civil and criminal penalties for violations of this Ordinance to the full extent permitted by Federal law and consistent with due process.

Tribal law enforcement personnel and security personnel duly authorized by the Tribal Council shall have the authority to enforce this Ordinance by confiscating any liquor sold, possessed,



distributed, manufactured, or introduced within Indian Country in violation of this Ordinance or of any regulations duly adopted pursuant to this Ordinance.

The Tribal Council shall have the exclusive jurisdiction to hold hearings on violations of this Ordinance and any procedures or regulations adopted pursuant to this Ordinance; to promulgate appropriate procedures governing such hearings; to determine and enforce penalties or damages for violations of this Ordinance; and to delegate to a subordinate hearing officer or panel or to the Cowlitz Tribal Court the authority to take any or all of the foregoing actions on its behalf.

## **SECTION 6. – TAXATION**

### *6.1 Taxation*

Nothing contained in this Statute is intended to, nor does in any way, limit or restrict the Tribe's ability to impose any tax upon the sale or consumption of alcohol. The Tribe retains the right to impose such taxes by appropriate statute to the full extent permitted by Federal law.

## **SECTION 7. – MISCELLANEOUS PROVISIONS**

### *7.1 Sovereign Immunity Preserved*

Nothing contained in this Ordinance is intended to, nor does in any way, limit, alter, restrict, or waive the sovereign immunity of the Tribe or any of its agencies, agents, or officials from unconsented suit or action of any kind.

### *7.2 Conformance with Applicable Laws*

All acts and transactions under this Ordinance shall be in conformity with the laws of the State to the extent required by 18 U.S.C. § 1161 and with all Federal laws regarding liquor in Indian Country.

### *7.3 Effective Date*

This Ordinance shall be effective as of the date on which the Secretary of the Interior certifies this Statute and publishes the same in the Federal Register.

### *7.4 Repeal of Prior Acts*

All prior enactments of the Tribal Council, including tribal resolutions, policies, regulations, or statutes pertaining to the subject matter set forth in this Ordinance are hereby rescinded.

### *7.5 Amendments*

This Ordinance may only be amended pursuant to an amendment duly enacted by the Tribal Council and certification by the Secretary of the Interior and publication in the Federal Register, if required.


### *7.6 Severability and Savings Clause*

If any part or provision of this Ordinance is held invalid, void, or unenforceable by a court of competent jurisdiction, such adjudication shall not be held to render such provisions inapplicable to other persons or circumstances. Further, the remainder of the Ordinance shall not be affected and shall continue to remain in full force and effect.”

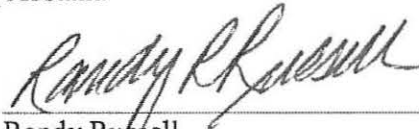
**BE IT FURTHER RESOLVED THAT** the Cowlitz Tribe requests that the Secretary of the Interior approve this ordinance and publish notice thereof in the Federal Register, and that the effective date of this Ordinance shall be upon approval by the Secretary and publication in the Federal Register.

**CERIFICATION**

The foregoing ordinance was adopted on October 27, 2016 by a telephone vote of the Cowlitz Tribal Council by a vote of 21 for 0 Against 0 Abstain.



Patty Kinswa-Gaiser  
Tribal Council Chair



Randy Russell  
Tribal Council Secretary


Amendment to the Memorandum of Agreement  
Between  
The Cowlitz Indian Tribe  
and  
The Washington State Liquor and Cannabis Board  
Concerning Authorization of Liquor Sales


This amendment is issued under the agreement identified above. The changes authorized are within the scope of the original agreement. All rights and obligations of the parties shall be subject to and governed by the terms of the agreement except as amended herein.

The purpose of this amendment is for the Washington State Liquor and Cannabis Board (WSLCB) to grant the Cowlitz Indian Tribe two additional spirits, beer, and wine restaurants located within the Ilani Casino. The attached operating plan replaces Exhibit A of the original agreement. In addition, the parties agree to increase the annual fees due to the board from \$6,000 annually to \$8,600 annually in lieu of any license fees, amending subsection IV.C.5 of the original agreement. This annual fee will be due on or before April 20 of each year the Memorandum of Agreement is in effect. The tribe agrees to pay the WSLCB \$1,300 in prorated fees to cover the restaurants from October 2017 – April 2018.

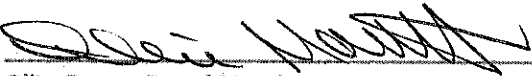
All other terms and conditions of the Memorandum of Agreement shall remain unchanged.


This Amendment is effective as of October 5, 2017.

  
\_\_\_\_\_  
Jane Rushford, Board Chair  
Washington State Liquor and Cannabis Board

  
\_\_\_\_\_  
William Iyall, Chairman  
Cowlitz Indian Tribe

*Absent*  
\_\_\_\_\_  
Russ Hauge, Board Member  
Washington State Liquor and Cannabis Board

  
\_\_\_\_\_  
Ollie Garret, Board Member  
Washington State Liquor and Cannabis Board

  
\_\_\_\_\_  
Rick Garza, Agency Director  
Washington State Liquor and Cannabis Board

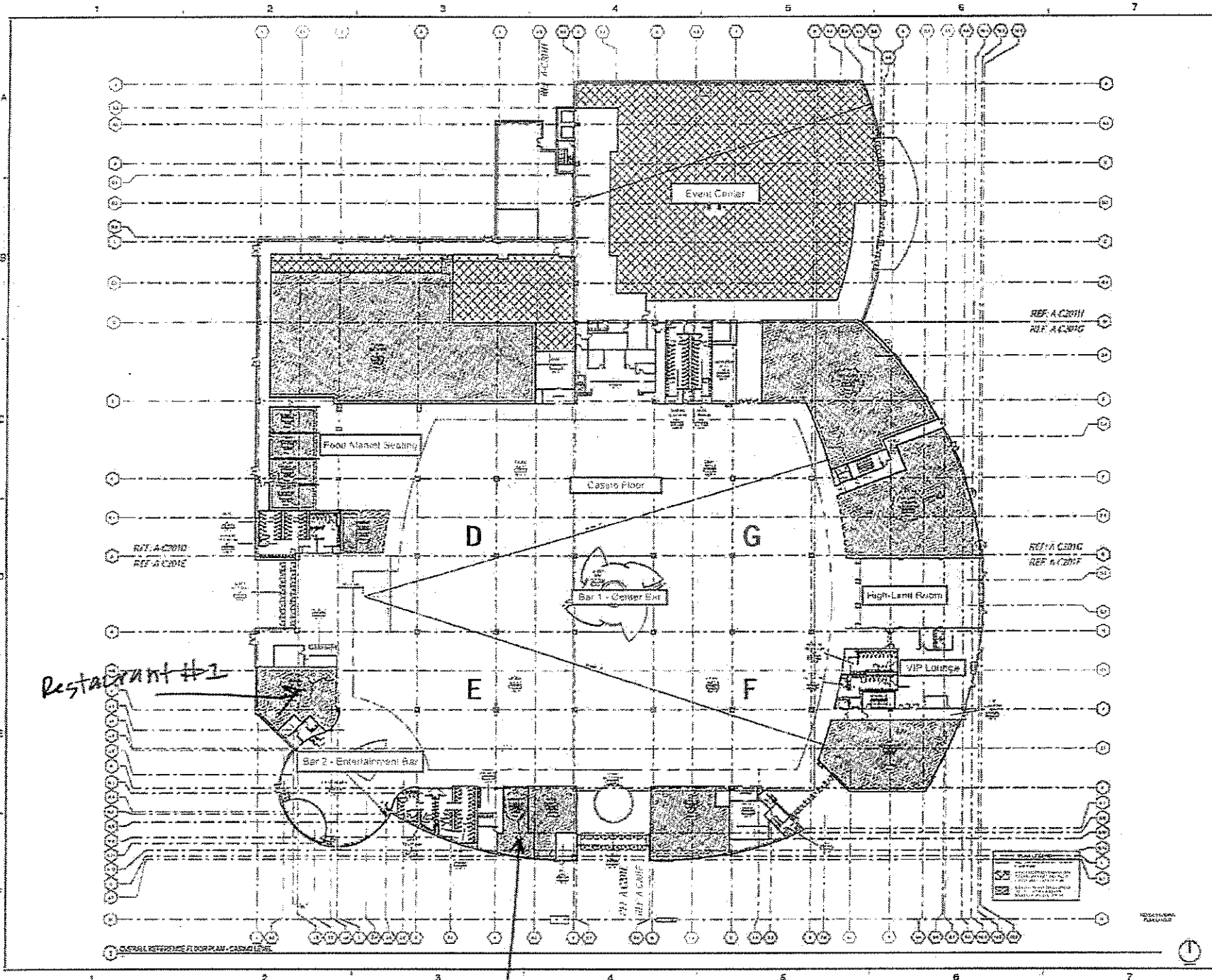
**EXHIBIT A**  
**OPERATING PLAN:**

Locations where alcohol is or will be served by the Tribe and/or Tribal Enterprises. No liquor sales will occur between 2:00 a.m. and 6:00 a.m. Food is available 24/7.

A. Ilani

#	Location	Nature of alcohol service
1.	Casino floor	Beer/wine/spirits sold and served to guests for on-premises consumption by servers using service bars
2.	VIP Lounge	Beer/wine/spirits sold and served to guests for on-premises consumption
3.	Bar 1 – Center bar	Beer/wine/spirits sold and served to guests for on-premises consumption
4.	Bar 2 – Entertainment bar	Beer/wine/spirits sold and served to guests for on-premises consumption
5.	Food Market Seating Area	Beer/wine/spirits sold and served to guests for on-premises consumption by servers using service bars
6.	Event center	Events held by invitation/ticket; beer/wine/spirits sold or otherwise provided for on-premises consumption
7.	High-limit room	Beer/wine/spirits sold and served to guests for on-premises consumption
8.	Limousine	Transportation to/from Casino for select guests
9.	Shuttle bus	Transportation to/from special event with liquor service on board
10.	Restaurant 1	Beer/wine/spirits sold and served to guests for on-premises consumption
11.	Restaurant 2	Beer/wine/spirits sold and served to guests for on-premises consumption

Copies of the relevant site plans are included herewith. Guests may carry and consume any alcoholic beverage obtained for on premises consumption at any location listed herein through and in any other location listed herein. Alcohol purchased for off premises consumption may not be consumed on the property, except in private hotel rooms.



Restaurant #2

RESTAURANT #2

NO. OF SHEETS	1
SHEET NO.	1
PROJECT NO.	
DATE	
DESIGNED BY	
CHECKED BY	
DATE	
SCALE	
INDEX	
1. FLOOR PLAN - CASINO FLOOR PLAN - CASINO FLOOR PLAN 2. FLOOR PLAN - CASINO FLOOR PLAN - CASINO FLOOR PLAN 3. FLOOR PLAN - CASINO FLOOR PLAN - CASINO FLOOR PLAN 4. FLOOR PLAN - CASINO FLOOR PLAN - CASINO FLOOR PLAN 5. FLOOR PLAN - CASINO FLOOR PLAN - CASINO FLOOR PLAN 6. FLOOR PLAN - CASINO FLOOR PLAN - CASINO FLOOR PLAN 7. FLOOR PLAN - CASINO FLOOR PLAN - CASINO FLOOR PLAN	
COWALTZ CASINO	
NATIONAL MOGAM CLARK COUNTY, MARYLAND	
PROJECT NO. 00-000000 DATE: 00-00-00	
A-C201	