

**AMENDMENT TO
A COMPACT BETWEEN
THE NOTTAWASEPPI HURON BAND OF POTAWATOMI INDIANS
AND
THE STATE OF MICHIGAN
PROVIDING FOR THE CONDUCT OF TRIBAL CLASS III GAMING
BY THE NOTTAWASEPPI HURON BAND OF POTAWATOMI INDIANS**

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

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

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

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

(5) The Tribe shall make an annual payment in the amount of \$50,000 or .05% of the annual Net Win at the Tribe's Class III gaming facility, whichever amount is greater, to the Michigan Gaming Control Board, or to its successor as determined by law, to be applied by the State toward the costs it incurs in carrying out functions authorized by the terms of this Compact. Such payments shall be based on a twelve month fiscal period beginning on January 1 and ending on December 31. Any payment due and owing for that fiscal period shall be made within 45 days of the end of that fiscal period. The Tribe shall receive a credit in the amount of \$119,050.00 for amounts already paid into the Michigan Gaming Control Board prior to the opening of the Tribe's gaming facility.

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

(A) This Compact shall be binding upon the State and the Tribe until October 31, 2030 unless modified or terminated by written agreement of both parties.

(B) At least one year prior to the expiration of this Compact, and thereafter at least one year prior to the expiration of each subsequent five (5) year period, either party may serve written notice on the other of its right to renegotiate this Compact. The parties agree that

25 U.S.C. §2710(d)(3) through (8), or any successor provisions of law, apply to successor Compacts.

Section 17 is amended to read as follows:

Section 17. Economic Incentive Payments to State

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

(B) In furtherance of the determinations described in subsection (A) of this section, and as consideration for other valuable concessions contained in this agreement, the Tribe agrees that it shall make an annual payment based on a percentage of the Net Win at its Class III gaming facility to the Jobs for Michigan Investment Fund established as a permanent fund within Michigan Strategic Fund by section 88h of the Michigan Strategic Fund Act, MCL 125.2088h, or its successor as determined by State law. In order to assure that the Tribe is able to generate sufficient revenues to meet its initial obligations and operating expenses, the annual payment shall be phased in as follows:

(1) For the 2009 and 2010 fiscal periods, the Tribe shall make a payment equal to 4% of the Net Win.

(2) For the 2011 fiscal period, the Tribe shall make a payment calculated on a sliding scale as follows: a) four percent (4%) of Annual Net Win of up to \$100 million; b) six percent (6%) of that portion of Annual Net Win that is over \$100 million.

(3) Commencing in 2012 and going forward for the remaining Term of the Compact the annual payment shall be calculated on a sliding scale as follows: a) four percent (4%) of Annual Net Win of up to \$75 million; b) six percent (6%) of that portion of Annual Net Win over \$75 million but less than \$150 million; c) eight percent (8%) of that portion of Annual Net Win that is over \$150 million.

(C) The annual payments described in section 17(B) are subject to the following additional adjustments:

(1) For the 2009, 2010, and 2011 fiscal periods, the Tribe shall make payment at the rate specified in subparagraph (B)(1) and (B)(2) above.

(2) For the 2012 fiscal period, prior to making the payment described in this section, the Tribe may adjust its payment as follows: Prior to making the payments, the Tribe may calculate the average annual Net Win for the preceding two fiscal periods. If the Net Win for the 2012 fiscal period is equal to or greater than the average annual Net Win for the preceding two fiscal periods, the Tribe shall make payment in full at the rate specified in section 17(B)(3) above. However, if the Net Win for the 2012 fiscal period is less than the average annual Net Win for the preceding two fiscal periods, the Tribe may calculate its payment, as follows:

The Tribe shall subtract the Net Win for the 2012 fiscal period from the average annual Net Win for the preceding two fiscal periods to determine the difference, shall calculate the ratio of that difference to the average annual Net Win for the preceding two fiscal periods to determine the percentage of reduction, and may reduce its payments for the 2012 fiscal period by twice that percentage.

By way of example, if the average annual Net Win for the 2010 and 2011 fiscal periods is \$200 million, and the Net Win for the 2012 full fiscal period falls to \$180 million, the difference would be \$20 million, the percentage difference would be 10%, and the Tribe may therefore reduce the payment otherwise due for the 2012 fiscal period by twice that rate or 20%.

(3) Beginning with the 2013 fiscal period, the Tribe may thereafter adjust its annual payments under section 17(B)(3) as follows: Prior to making the payment described in section 17(B)(3), the Tribe may calculate the average annual Net Win for the three fiscal periods immediately preceding the fiscal period for which payment is due (the "Payment Period"). If the Net Win for the Payment Period is equal to or greater than the average Net Win for the preceding three fiscal periods that preceded the Payment Period, the Tribe shall make payment in full at the rate specified in subparagraph (B)(ii) above. However, if the Net Win for the Payment Period is less than the average Net Win for the three fiscal periods that preceded it, the Tribe may calculate its payment, as follows:

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

By way of example, if the average annual Net Win for the preceding three years is \$200 million, and the Net Win for the preceding period falls to \$180 million, the difference would be \$20 million, the percentage difference would be 10%, and the Tribe may therefore reduce the payments otherwise due for that facility by twice that rate or 20%.

(4) If the State authorizes or consents to the opening of a new Commercial Gaming Facility within the Tribe's Competitive Market Area, or fails to take action to challenge or prohibit the opening of a new Commercial Gaming Facility in violation of state law within the Tribe's Competitive Market Area, the Tribe's payment obligation shall be modified as follows:

(a) If the Commercial Gaming Facility opens within the first four years after the Tribe commences operation of its Class III gaming facility, the Tribe's payment obligation is suspended for the fiscal period in which such new facility opened to the public and shall remain suspended indefinitely thereafter until the first fiscal period during which (i) the Tribe's class III gaming facility has been open for at least five years and (ii) the Tribe's Net Win equals or exceeds 110% of the Net Win for the fiscal period immediately preceding the period in which the payment was suspended at which time the Tribe's payment obligation is reinstated at the rate of 4% of Net Win and shall continue at that rate for the remaining term of the Compact.

(b) If the Commercial Gaming Facility opens four years or more after the Tribe commences operation of its Class III gaming facility, the Tribe's payment obligation is suspended for the fiscal period in which such new facility opened to the public and shall remain suspended indefinitely thereafter until the first fiscal period during which the Tribe's Net Win equals or exceeds 110% of the Net Win for the fiscal period immediately preceding the period in which the payment was suspended at which time the Tribe's payment obligation is reinstated at the rate of 4% of Net Win and shall continue at that rate for the remaining term of the Compact.

This subsection may be invoked by the Tribe only once during the term of this Compact but payments at the reduced 4% rate continue to be subject to the provisions of section 17(C)(3).

(5) Each annual payment under this section shall be based on a twelve month fiscal period beginning on January 1 and ending on December 31. Any payment due and owing for that fiscal period shall be made within 45 days of the end of that fiscal period.

(D) As used in this section and in section 18:

(1) "Net Win" means the total amount wagered on each electronic game of chance, minus the total amount paid to players for winning wagers at such machines. For purposes of determining "net win," the Tribe may exclude the value of promotional wagers provided that it also excludes the amounts paid out in prizes based on such promotional wagers. The formula prescribed here for computing "Net Win" applies only to the computation of the payments due under sections 17 and 18 of this compact and is not intended to preclude the Tribe from otherwise following accepted GAAP and AICPA Guidelines in its general accounting practices.

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

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

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

(i) the facility is operated by such tribe pursuant to IGRA with the approval of the state under a compact or compact amendment with the State approved on or after the date of the compact amendment adding this provision; and

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

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

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

(v) The Nottawaseppi Huron Band of Potawatomi Indians have not consented in writing to the opening of that tribe’s second or subsequent site within its “Competitive Market.”

(3) “Competitive Market Area” means the counties of Barry, Eaton, Ingham, Kalamazoo, Calhoun, Jackson, St. Joseph, Branch, Washtenaw, Kent, and Hillsdale.

Section 18 is amended to read as follows:

Section 18. Tribal Payments to Local Units of Government

(A) In addition to the payments to the State in Section 17, the Tribe shall also make payments in the manner described in this section in an amount equal to two percent (2%) of the annual Net Win to the local units of government that are located in the immediate vicinity of each tribal casino site or that are otherwise directly affected by the operation of the casino. It is the intent of the State and the Tribe that the payments to local units of government provided for in this section will be used primarily to provide financial resources to those political subdivisions of the State that actually provide services to the Tribe's Class III gaming facility or experience increased operating costs associated with the operation of the Tribe's Class III gaming facility. It is further the intent of the State and the Tribe that the payments to local governments specifically account for local governments that are affected by growth and development on and in the immediate vicinity of the Pine Creek Reservation that will result from the Tribe's operation of the casino.

(B) Local Revenue Sharing Board.

(1) The local units of government specified in Section 18(B)(2) may, at their option, form a Local Revenue Sharing Board in conjunction with the Tribe in the manner described in this subsection. In that event, the Board shall receive and direct the disbursement of the payments required by this Section.

(2) The Local Revenue Sharing Board shall be created pursuant to an inter-local agreement under the provisions of the Urban Cooperation Act of 1967, MCL 124.501 et seq., entered into between the Tribe and those local units of government that elect to participate. Each Inter-local Agreement shall provide that the Local Revenue Sharing Board shall be governed by a Board composed of the following individuals, provided that the specified unit of government has chosen to participate in the Agreement:

- (a) One (1) representative selected by the governing body of Calhoun County;
- (b) One (1) representative selected by the governing body of Emmett Township;
- (c) One (1) representative selected by the governing body of the city of Battle Creek;
- (d) One (1) representative selected by the governing body of the city of Marshall;
- (e) One (1) representative selected by the governing body of Athens Township;
- (f) One (1) representative selected by the governing body of the Tribe.

(3) The Tribe agrees that it shall not unreasonably obstruct or impede the formation of a Local Revenue Sharing Board which is amicably formed by the non-Tribal local units of government.

(4) Guidelines or bylaws establishing criteria or formulas for the distribution of revenues, and any actual disbursement of funds shall require a unanimous vote of the representatives comprising the Board. All other matters including bylaws or procedures for the general functioning of the Board and any other matters not specified in this compact shall be determined by a majority vote of the representatives comprising the Board in accordance with the Urban Cooperation Act.

(5) Funds paid by the Tribe to the Local Revenue Sharing Board shall be held in an interest bearing account and the available funds shall be disbursed by the Board consistent with the following priorities:

(a) Each unit of government in the immediate vicinity of the Tribe's Class III gaming facility shall first receive an amount equal to any specific actual increased costs incurred by that unit of government as a result of the development or operation of the Tribe's Class III gaming facility, including payment for road improvements, police, fire, and other public safety services.

(b) Of any amounts remaining a maximum of eighty percent (80%) shall be available for each unit of local government that would have received ad valorem taxes if the Tribe's Class III gaming facility and any Tribal lands located in Athens Township were subject to ad valorem property taxes. Any such unit of government shall receive from these funds the proportionate equivalent to the amount of ad valorem property taxes that the unit of government would have received had these lands been subject to ad valorem property taxes

(c) The balance of such funds remaining after the disbursements described in subparagraphs (a), (b), and (c) shall be allocated and disbursed by the Board to eligible local units of government (including, if determined by the Board, the Intermediate School district and the school district in which the Class III gaming facility is located), to be used by those units of government for any lawful local government purpose.

(6) For purposes of determining the payments under subparagraph (c) above:

(a) The taxable value of the land, including any structures or other appurtenant improvements, shall be determined in the same manner and by the same standards used for determining the taxable value of ordinary real estate under Michigan law; if the Local Revenue Sharing Board is unable to reach a unanimous decision as to the appropriate valuation of the land, this determination shall be made by an independent auditor, who shall be retained and paid by the Local Revenue Sharing Board.

(b) The term "local unit of government" means a political subdivision of the state of Michigan and includes a school district, community college district, intermediate school district, city, village, township, county, or any similar governmental entity created under state authority that has as its primary purpose

the providing of local governmental services for residents in a geographically limited area of this state; the term local unit of government does not include a private non-profit organization.

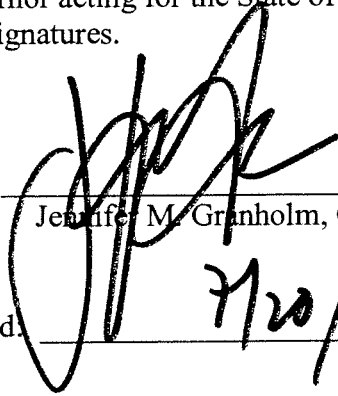
(7) For purposes of these payments, all calculations of amounts due shall be based upon a fiscal year beginning January 1 and ending December 31 of the following calendar year, unless the parties agree on a different fiscal year, and all payments due the local units of government pursuant to the terms of this Section shall be paid no later than 45 days after the end of the fiscal year. Any payments due and owing from the Tribe in the year this Compact is approved, or the final year the Compact is in force, shall reflect the actual Net Win but only for the portion of the year the Compact is in effect.

(C) So long as at least two or more eligible local units of government have executed an interlocal agreement establishing a Local Revenue Sharing Board, the Tribe shall make timely payments to the Board as provided in this Compact. In the event that the eligible local units of government fail or decline to form a Local Revenue Sharing Board pursuant to subsection (B), the Tribe shall allocate and disburse the funds required by this section consistent with the priorities described in subsection (B)(5) until such time as the eligible local units of government act to establish a Local Revenue Sharing Board.

IN WITNESS WHEREOF, the Tribal Chairperson acting for the Nottawaseppi Huron Band of Potawatomi Indians and the Governor acting for the State of Michigan have signified their approval by their respective signatures.

By: Laura W. Spurr
Laura Spurr, Tribal Chairperson

Dated: 7-23-09

By: 
Jennifer M. Granholm, Governor

Dated: 7/20/09

FILED WITH SECRETARY OF STATE

ON 10/8/09 AT 2:58PM



Nottawaseppi Huron Band of the Potawatomi

A Federally Recognized Tribal Government

2221 1 1/4 Mile Road, Fulton, Michigan 49052

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APPROVING NEGOTIATED AMENDMENT TO THE TRIBE'S
CLASS III GAMING COMPACT BETWEEN THE TRIBE
AND THE STATE OF MICHIGAN

RESOLUTION NO. 07-~~23~~-09-0

WHEREAS: On December 21, 1995 the Department of the Interior recognized the Nottawaseppi Huron Band of the Potawatomi a federally recognized Indian tribe pursuant to the federal acknowledgment process (60 Fed. Reg. 66315);

WHEREAS: Article VI, Section 1 of the Tribe's Constitution provides the Tribal Council with the general legislative powers of the Tribe;

WHEREAS: Article VI, Section 1(e) of Tribe's Constitution empowers the Tribal Council to take such actions as will promote the economic and social self-sufficiency and self-determination of the Tribe;

WHEREAS: Article VI, Section 1(b) empowers the Tribal Council to negotiate with federal, state, and local governments;

WHEREAS: Pursuant to the Indian Gaming Regulatory Act, Public Law 100-497, the Tribe along with four other Tribes, and the State of Michigan negotiated a government-to-government Class III Gaming Compact with the State of Michigan in 1998 (the "Compacts");

WHEREAS: As a result of federal litigation regarding the operation of certain State lottery games, the State of Michigan has negotiated amendments to the 1998 Compact with three of the Tribes;

WHEREAS: The amendments negotiated by the State with other Tribal parties to 1998 Compacts lowered the revenue sharing payments by the Tribes to the State of Michigan, changes the exclusivity provisions, and makes other technical changes to the Compacts;

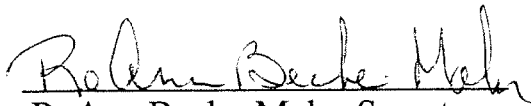
WHEREAS: Representatives of the State of Michigan initiated contact with the Tribal Council regarding negotiation of amendments to the Tribe's Compact with the State of Michigan which are similar to those the State negotiated with the other Tribal parties to 1998 Compacts and the Council determined that it would be in the best interests of the Tribe to engage in negotiations with the State rather than risk the time and expense of litigation;

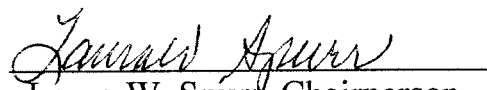
WHEREAS: After several meetings and negotiations with State, the Council and the State have now reached agreement over an amendment to the Tribe's 1998 Compact that will result in lower payments to the State of Michigan, especially in the first years of the casino operations, and will make other important and clarifying changes to the Compact that should serve as a solid foundation for the Tribe's gaming operation and the Tribe's relationship with the State.

THEREFORE BE IT RESOLVED: The Tribe Council hereby approves the Amendment to the 1998 Class III Gaming Compact as attached to this Resolution as Exhibit A and authorizes the Tribal Council Chair to execute the same.

CERTIFICATION

On July 23, 2009, this resolution was approved at a duly called Tribal Council meeting on Nottawaseppi Huron Band of the Potawatomi Indians Reservation, Athens Township, Michigan, a quorum being present, by an affirmative vote of -5 in-favor, 0-opposing, 0-abstaining and 0-absent.


RoAnn Beebe-Mohr, Secretary


Laura W. Spurr, Chairperson

entities must be licensed by the State of Washington. The Amendment also significantly modifies the dispute resolution processes to a more collaborative model providing a prompt "meet and confer" requirement, then mediation, and finally, as a last resort, either arbitration or litigation. The Tribe's limited waiver of sovereign immunity is clarified and narrowed to include only disputes arising under the compact. The State similarly waives its sovereign immunity, including a specific waiver of the State's Eleventh Amendment immunity from suit for the purposes of enforcing the compact. Finally, the proposed amendment changes the annual licensing requirements from annually to every three years.

Dated: September 30, 2009.

Larry Echo Hawk,

Assistant Secretary—Indian Affairs.

[FR Doc. E9-24300 Filed 10-7-09; 8:45 am]

BILLING CODE 4310-4N-P

DEPARTMENT OF THE INTERIOR

Bureau of Indian Affairs

Indian Gaming

AGENCY: Bureau of Indian Affairs, Interior.

ACTION: Notice of amendment to Approved Tribal-State Compact.

SUMMARY: This publishes notice of an Amendment to a Compact between the Nottawaseppi Huron Band of Pottawatomi Indians and the State of Michigan providing for the Conduct of Tribal Class III Gaming by the Nottawaseppi Huron Band of Pottawatomi Indians taking effect.

DATES: *Effective Date:* October 8, 2009.

FOR FURTHER INFORMATION CONTACT: Paula L. Hart, Acting Director, Office of Indian Gaming, Office of the Deputy Assistant Secretary—Policy and Economic Development, Washington, DC 20240, (202) 219-4066.

SUPPLEMENTARY INFORMATION: Under section 11 of the Indian Gaming Regulatory Act of 1988 (IGRA), Public Law 100-497, 25 U.S.C. 2710, the Secretary of the Interior shall publish in the *Federal Register* notice of approved Tribal-State compacts for the purpose of engaging in Class III gaming activities on Indian lands. The amendment changes the regulatory payment amount to a minimum of \$50,000 or .05% of the Tribe's annual Class III net win, whichever is greater. This amendment also modifies the Tribe's revenue sharing payments conditioned on the

Tribe's net win falling below certain levels. The amendment permits downward adjustments of the Tribe's revenue sharing payments.

Dated: September 30, 2009.

Larry Echo Hawk,

Assistant Secretary—Indian Affairs.

[FR Doc. E9-24301 Filed 10-7-09; 8:45 am]

BILLING CODE 4310-4N-P

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

Colorado River Basin Salinity Control Advisory Council

AGENCY: Bureau of Reclamation, Interior.

ACTION: Notice of public meeting.

SUMMARY: The Colorado River Basin Salinity Control Advisory Council (Council) was established by the Colorado River Basin Salinity Control Act of 1974 (Public Law 93-320) (Act) to receive reports and advise federal agencies on implementing the Act. In accordance with the Federal Advisory Committee Act, the Bureau of Reclamation announces that the Council will meet as detailed below.

DATES AND LOCATION: The Council will conduct a meeting at the following time and location:

Tuesday, October 27, 2009—Phoenix, Arizona—The meeting will be held at the Central Arizona Water Conservation District Office, 23636 North 7th Street, Phoenix, Arizona. The meeting will begin at 8:30 a.m., recess at approximately 2:30 p.m., and reconvene briefly the following day at approximately 1 p.m.

ADDRESSES: The meeting of the Council is open to the public. Any member of the public may file written statements with the Council before, during, or up to 30 days after the meeting either in person or by mail. To the extent that time permits, the Council chairman will allow public presentation of oral comments at the meeting. To allow full consideration of information by Council members, written notice must be provided to Mr. Kib Jacobson, Bureau of Reclamation, Upper Colorado Regional Office, 125 South State Street, Room 6107, Salt Lake City, Utah 84138-1147; telephone (801) 524-3753; facsimile (801) 524-3826; e-mail at: kjacobson@usbr.gov at least FIVE (5) days prior to the meeting. Any written comments received prior to the meeting will be provided to Council members at the meeting.

FOR FURTHER INFORMATION CONTACT: Kib Jacobson, telephone (801) 524-3753;

facsimile (801) 524-3826; e-mail at: kjacobson@usbr.gov.

SUPPLEMENTARY INFORMATION: The purpose of the meeting will be to discuss the accomplishments of federal agencies and make recommendations on future activities to control salinity. Council members will be briefed on the status of salinity control activities and receive input for drafting the Council's annual report. The Bureau of Reclamation, Bureau of Land Management, U.S. Fish and Wildlife Service, and United States Geological Survey of the Department of the Interior; the Natural Resources Conservation Service of the Department of Agriculture; and the Environmental Protection Agency will each present a progress report and a schedule of activities on salinity control in the Colorado River Basin. The Council will discuss salinity control activities, the contents of the reports, and the Basin States Program created by Public Law 110-246, which amended the Act.

Public Disclosure

Before including your name, address, telephone number, e-mail address, or other personal identifying information in your comment, you should be aware that your entire comment—including your personal identifying information—may be made publicly available at any time. While you can ask us in your comment to withhold your personal identifying information from public review, we cannot guarantee that we will be able to do so.

Dated: September 15, 2009.

Brent Rhees,

Assistant Regional Director—Upper Colorado Region.

[FR Doc. E9-24295 Filed 10-7-09; 8:45 am]

BILLING CODE 4310-MN-P

DEPARTMENT OF THE INTERIOR

Bureau of Land Management

[LLNV912000.L16400000.PH0000.006F; 10-08807; TAS: 14X1109]

Notice of Public Meeting: Resource Advisory Councils, Nevada

AGENCY: Bureau of Land Management, Interior.

ACTION: Notice of public meeting.

SUMMARY: In accordance with the Federal Land Policy and Management Act and the Federal Advisory Committee Act of 1972 (FACA), the Department of the Interior, Bureau of Land Management (BLM) Nevada will hold a joint meeting of its three