

to find that a nuisance exists, restraining orders, temporary injunctions and permanent injunctions may be granted in the cause as in other injunction proceedings, and upon final judgment against the defendant the court may also order the room, structure or place closed for a period of one (1) year or until the owner, lessee, tenant or occupant thereof shall give bond of sufficient sum of not less than twenty-five thousand dollars (\$25,000) payable to the Robinson Rancheria of Pomo Indians of California and conditioned that liquor will not be thereafter manufactured, kept, sold, bartered, exchanged, given away, furnished or otherwise disposed of therein in violation of the provision of this Ordinance or of any other applicable tribal law, and that s/he will pay all fines, costs and damages assessed against him/her for any violation of this Ordinance or other Tribal laws. If any conditions of the bond should be violated, the whole amount may be recovered for the use of the Robinson Rancheria of Pomo Indians of California.

Section 8.3. In all cases where any person has been found responsible for a violation of this Ordinance relating to manufacture, importation, transportation, possession, distribution and sale of liquor, an action may be brought in a court of competent jurisdiction to abate as a public nuisance the use of any real estate or other property involved in the violation of this Ordinance, and proof of violation of this Ordinance shall be *prima facie* evidence that the room, house, building, vehicle, structure, or place against which such action is brought, is a public nuisance. Unless a tribal court has been established or designated by contract at the time any such action is to be filed, the RRCBC shall sit as the tribal court for the purpose of ordering the abatement of such nuisance.

Article IX Profits

Section 9.1. The gross proceeds collected by the RRCBC from all licensing of the sale of alcoholic

beverages on the Robinson Rancheria, and from proceedings involving violations of this Ordinance, shall be distributed as follows:

- (a) First, for the payment of all necessary personnel, administrative costs, and legal fees incurred in the enforcement of this Ordinance; and
- (b) Second, the remainder shall be turned over to the General Fund of the Robinson Rancheria of Pomo Indians of California and expended by the RRCBC for governmental services and programs on the Robinson Rancheria.

Article X Severability and Effective Date

Section 10.1. If any provision or application of this Ordinance is determined by judicial review to be invalid, such adjudication shall not be held to render ineffectual the remaining portions of this title, or to render such provisions inapplicable to other persons or circumstances.

Section 10.2. This Ordinance shall be effective on such date as the Secretary of the Interior certifies this Ordinance and publishes the same in the **Federal Register**.

Section 10.3. Any and all prior enactments of the Robinson Rancheria of Pomo Indians of California that are inconsistent with the provisions of this Ordinance are hereby rescinded and repealed.

Section 10.4. All acts and transactions under this Ordinance shall be in conformity with the laws of the State of California as that term is used in 18 U.S.C. 1154, but only to the extent required by the laws of the United States.

Article XI Amendment

This Ordinance may only be amended by majority vote of the RRCBC attending a duly-noticed meeting at which a quorum is present.

Article XII Certification and Effective Date

This Ordinance was passed at a duly-held, noticed and convened meeting of

the Robinson Rancheria Citizens Business Council at which a quorum of at least four (4) members was present, by a vote of 3 for, 0 against and 0 abstaining, on the 21st day of March 2003, as certified and attested to by the Chairperson and Secretary-Treasurer of the Robinson Rancheria of Pomo Indians of California and shall be effective upon approval by the Secretary of the Interior or his designee as provided by Federal law.

Clara Wilson,
Chairperson.

Nicholas Medina,
Secretary-Treasurer.

[FR Doc. 03-32042 Filed 12-29-03; 8:45 am]

BILLING CODE 4310-45-P

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts

AGENCY: National Park Service, Interior.

ACTION: Public Notice.

SUMMARY: Pursuant to 36 CFR 51.23, public notice is hereby given that the National Park Service proposes to extend the following expiring concession contracts for a period of up to one year, or until such time as a new contract is executed, whichever occurs sooner.

SUPPLEMENTARY INFORMATION: All of the listed concession authorizations will expire by their terms on or before December 31, 2003. The National Park Service has determined that the proposed short-term extensions are necessary in order to avoid interruption of visitor services and has taken all reasonable and appropriate steps to consider alternatives to avoid such interruption. These extensions will allow the National Park Service to complete and issue prospectuses leading to the competitive selection of concessioners for new long-term concession contracts covering these operations.

Conc ID No.	Concessioner name	Park
NACE003	Buzzard Point Boatyard	National Capital Parks-East.
CHOH001	Fletcher's Boat House, Inc	Chesapeake & Ohio Canal NHP.
ROCR003	Golf Course Specialists, Inc	Rock Creek Park.
PRWI001	Prince William Travel Trailer Village, Inc	Prince William Forest Park.
CHOH002	Swain's Lock	Chesapeake & Ohio Canal NHP
NACC006	Thanh Van Vo and Hung Thi Nguyen	National Capital Parks-Central.
NACC009	Thanh Van Vo and Hung Thi Nguyen	National Capital Parks-Central.