payments were excessive and that the term of the parking lot lease was longer than the tribes' compacts with the state; if the compacts were not renewed, the tribe could be liable for lease payments long after they could no longer conduct gaming at that location. This was part of a broader concern that the total payments from the tribe exceeded the fair market value of the property to be purchased by the tribe and taken into trust.[151] The tribes were assuming $39 million in debt already owed by the dog track's owners. To address some of these concerns, the applicants provided additional information during this period regarding the title and the precise boundaries of the property to be acquired at IGMS's request.

On the other hand, contemporaneous draft memos reflect that the IGMS staff tentatively found (as had the Area Office) that the casino proposal would not be "detrimental to the surrounding community." Hartman found, for example, that concerns about increased crime would be addressed by the hiring of additional police as provided for by the tribes' payments under the agreement for government services. The local community was mildly supportive with a few vocal opponents. Hartman also said it was his understanding that mere opposition to a gaming proposal – without factual evidence of harm – was insufficient to support a finding of "detriment." In Hartman's view, expressions of opposition alone were insufficient because more than anti-Indian or anti-gaming sentiment was required to find detriment. Similarly, opposition

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[150](...continued)
had been overlooked in a different, previous application and caused significant problems.

[151]An NIGC financial analyst confirmed that Hartman – and maybe Skibine – discussed with her certain aspects of the agreements between the tribes and Galaxy Gaming. Hartman expressed his concern that the tribes were paying Galaxy Gaming far in excess of the appraised value for the land.