UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS

APPROVAL OF THE

[redacted]
BUSINESS SITE LEASING ORDINANCE

The attached Business Site Leasing Ordinance, submitted by the [redacted] prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 19 pages and adopted by the [redacted], is hereby approved.

Dated: [redacted]

Assistant Secretary – Indian Affairs
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8

[redacted]

Tribal Council Ordinance [redacted]

Short Title: Business Lease Ordinance

WHEREAS, the [redacted]s Acknowledged as a Sovereign Indian Nation by the United States Government; and

WHEREAS, the Tribal Council is the governing body of the [redacted] as authorized by the tribe's Constitution and By-laws; and

WHEREAS, the Tribal Council wishes to adopt an ordinance for the leasing of Tribal lands as authorized by the HEARTH Act;

NOW, THEREFORE BE IT ENACTED by the Tribal Council of the [redacted] that the following Business Site Leasing Ordinance be adopted:

[redacted] BUSINESS SITE LEASING ORDINANCE

CHAPTER ONE
INTRODUCTION

SECTION:

1.1 Authority and Delegation. This Ordinance is enacted by the Tribal Council pursuant to the powers vested to it under Article IV, Section 1, and Article VIII Section 1(a) and 1(l) of the Constitution of the [redacted], adopted [redacted], as may be amended from time to time ("Constitution"). Section 1(l) of Article VIII gives the Tribal Council the authority "[t]o approve any sale, disposition, lease or encumbrance of tribal lands, interest in tribal land, or other tribal assets."

1.2 Scope. The scope of application of this Ordinance shall be limited to all Business Site Leases approved pursuant to the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 (HEARTH Act), Pub. L. No. 112-151, 126 Stat. 1150 (2012), governing leases on Tribal Trust Land, and to all actions and decisions taken in connection with those leases. Nothing herein shall be construed to affect the terms and conditions of existing leases.

1.3 Purpose. The purposes of this Ordinance are to:

(a) Recognize the authority of the [redacted] ("Tribe"), to issue, review, approve, and enforce Business Site Leases and establish streamlined procedures for environmental review;

(b) Promote self-determination, encourage economic self-sufficiency, and increase business activity and employment on lands of the Tribe.

(c) Implement the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 (HEARTH Act), Pub. L. No. 112-151, 126 Stat. 1150 (2012), and this Ordinance.

1.4 Short Title. This Ordinance shall be known and cited as the "Business Site Leasing Ordinance."

CHAPTER TWO
DEFINITIONS

SECTION:

2.1 Definitions. As used in this Ordinance, the capitalized terms set forth below shall have the following meanings:

(a) *"Assignment" means* an agreement between a Lessee and an assignee whereby the assignee acquires all or some of the Lessee's rights and assumes all or some the Lessee's obligations under a Business Site Lease.

(b) *"Best Interest of the Tribe"* means the balancing of interests in order to attain the highest economic income, provide incentives to increase economic development, preserve and enhance the value of Tribal Trust Land, increase employment and jobs on the Tribal Trust Land, and preserve the sovereignty of the Tribe.

(c) *"BIA"* means the Bureau of Indian Affairs, United States Department of the Interior.

(d) *"Business Site Lease(s)"* means the same as "Lease", but shall be limited to leases for business and commercial purposes only.

(e) *"Change in Land Use"* means the change from one use to another that significantly differs from the former use.

(f) *"Compact"* means the tribal-state compact entered into between the Tribe and the State of [redacted] and approved by the Secretary as published in the Federal

Register Notice on [redacted] as may be amended or modified in the future, governing the conduct of class III gaming activities by the Tribe pursuant to IGRA

(g) *"Development Period"* means the time period from when a lease is executed to when improvements are expected to be substantially completed.

(h) *"Environmental Review Process"* means the process for conducting tribal environmental review to assess whether a proposed development or project as defined under applicable Tribal law or regulations will have a positive or negative environmental impact.

(i) *"Environmental Reviewer"* means an official from the Tribe's Natural Resources Department or as otherwise designated by the Tribal Council.

(j) *"Executing Official"* means the Tribal Chairman or his properly authorized delegate, who shall execute all Business Site Leases of the Tribe and take all necessary and proper action on leases and subleases including amendments, modifications, assignments and cancellations of leases and subleases.

(k) *"Fair Annual Lease Value"* means the most probable dollar amount a property should bring in a competitive and open market reflecting all conditions and restrictions of the specified lease agreement including term, rental adjustment and revaluation, permitted uses, use restrictions, and expense obligations; the Lessee and Lessor each acting prudently and knowledgeably, and assuming consummation of a lease contract as of a specified date and the passing of the leasehold from Lessor to Lessee under conditions whereby:

(i) Lessee and Lessor are typically motivated;

(ii) Both parties are well-informed or well-advised, and acting in what they consider their best interests;

(iii) A reasonable time is allowed for exposure in the open market;

(iv) The rent payment is made in terms of cash in United States dollars, and is expressed as an amount per time period consistent with the payment schedule of the lease contract; and the rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.

(l) *"Holdover"* means circumstances in which a lessee remains in possession of the leased premises after the lease term expires.

(m) *"Lease"* means a written agreement or contract between the Lessor and a Lessee whereby the Lessee is granted a right to possess Tribal Trust Land for a specified purpose and duration. The Lessee's right to possess will limit the Lessor's rightto possess the leased premises only to the extent provided in the Lease.

(n) *"Leasing Decision"* in the context of the Environmental Review Process means the following type of lease transactions that will be acted on by the Tribe: lease issuance, lease amendment or modification, subleasing, lease assignment or transfer and tenant leases.

(o) *"Leasehold Mortgage"* means a mortgage, deed of trust, or other instrument that pledges a lessee's leasehold interest as security for a debt or other obligation owed by the lessee to a lender or other mortgagee.

(p) *"Lessee"* means a person or entity who has acquired a legal right to possess Tribal Trust Land by a lease pursuant to this Ordinance.

(q) *"Lessor"* means the Tribe.

(r) *"Project"* means any economic development activity occurring on Tribal Trust Land which includes the Gaming Activities or Gaming Operations as those are defined in the Compact.

(s) *"Public"* for purposes of Chapter 7 of this Ordinance means the enrolled members of the [redacted] individuals who live or work on Tribal Trust Land, and/or business entities or other institutions that are engaged in programs or activities on Tribal Trust Land that have a definable, concrete interest that may reasonably be affected by a proposed Business Site Lease.

(t) *"Significant Effect on the Environment"* means a substantial, or potentially substantial, adverse change in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas and objects of historic, cultural or aesthetic significance.

(u) *"Space Lease"* means a lease of space within existing facilities on Tribal Trust Land that is not already leased.

(v) *"Sublease"* means a written agreement by which the Lessee grants to an individual or entity a right to possession no greater than that held by the Lessee under a Business Site Lease.

(w) *"Tribe"* means the [redacted].

(x) *"Tribal Council"* means the duly elected governing body of the Tribe pursuant to the Constitution.

(y) *"Tribal Trust Land"* means all lands owned by the Tribe over which the Tribe exercises governmental power and is held in trust by the United States for the benefit of the Tribe.

CHAPTER THREE
BUSINESS SITE LEASE REQUIREMENTS

SECTION:

3.1 Terms and Conditions. Leases shall be governed by the terms and conditions set forth in the Business Site Lease agreement or equivalent document. The terms and conditions may be modified only with the approval of the Tribe. The Lessee is responsible for understanding these terms and conditions.

3.2 Approval Process. After all the necessary requirements of this Ordinance have been met, a proposed Business Site Lease shall be presented to the Tribal Council for approval. A lease is approved by a majority vote of a quorum of the Tribal Council. The approved lease shall be executed on behalf of the Tribe by the Tribal Chairman or his properly authorized delegate, as provided in Section 2.1(j).

3.3 Duration and Renewal. Unless otherwise provided in the Lease, no Lease shall be approved more than 12 months prior to the commencement of the term of the Business Site Lease. The term shall not be more than 25 years except that any such lease may include an option to renew for up to two additional terms, each of which may not exceed 25 years. The Lessee shall notify the Tribe of the intent to renew, at least one year before such lease is due to expire.

3.4 Obtaining a Business Site Lease. Information on obtaining a Business Site Lease shall be available from the Tribal business office.

(a) All applicants for a Business Site Lease shall submit the following documents to the Tribe:

(i) financial statement

(ii) site survey and legal description, as required in this Ordinance

(iii) tribal environmental review as required in this Ordinance

(iv) other documents as may be required by the Tribe.

(b) All Business Site Leases shall contain, at a minimum, the following provisions:

(i) The tract, location, or parcel of the land being leased, with a legal description sufficient to meet BIA Land Title and Records Office requirements;

(ii) The purpose of the lease and authorized uses of the leased premises;

(iii) The parties to the lease;

(iv) The term and effective date of the lease;

(v) Identification of the responsible party for constructing, owning, operating, maintaining and removing any improvements to the leased premises;

(vi) Indemnification of United States and Lessor;

(vii) Payment requirements, including:

- Interest and additional late payment penalties;
- Acceptable form(s) of payment;
- The dates on which all payments are due;
- The Lessee shall make payments directly to the Tribe; and
- Unless otherwise provided in the lease, payments may not be made or accepted more than one year in advance of the due date.

(viii) Due diligence, insurance and bonding requirements as provided in this Section.

(c) The Tribe shall record Business Site Leases, subleases, assignments, amendments, leasehold mortgages, renewals, modifications and cancellations with:

Land Title and Records Office

[redacted]

(d) The Tribe is responsible for maintaining all records of all Business Site Leases and for disseminating recorded lease documents to the Tribal Council Secretary, the

Tribal Natural Resources Department, and if required by the Tribal Council, to the Housing Department.

(e) The Tribe shall send a copy of these leases and all amendments and renewals to the Regional Director, [redacted]

(f) The Tribe shall send a copy of this Ordinance to the Regional Director, [redacted]

(g) Records of activities taken pursuant to this Ordinance are the property of the Tribe. Records compiled, developed, or received by the Secretary of the Interior are the property of the United States.

(h) Unless the Business Site Lease states otherwise, a Lease may include, consistent with tribal law, a provision to give Indian preference in hiring for employment purposes.

3.5 Space Leases. To the extent these leases require approval, space leases shall be reviewed and approved pursuant to this Ordinance.

3.6 Land Descriptions. Business Site Leases shall contain adequate site surveys and legal descriptions based on metes and bounds, rectangular or lot and block systems. Space leases shall contain adequate descriptions of the location and square footage of the space being leased and may include renderings, architectural drawings or other schematics to illustrate the location of the space.

3.7 Appraisal; Local Studies.

(a) The Fair Annual Lease Value shall be determined by an appraisal or equivalent procedure performed by the Tribe utilizing the following data: improvement cost, replacement cost, earning capacity, sales and lease data of comparable sites or by similar methodology as approved by the Tribe and deemed to be in the best interest of the Tribe. An appraisal log reporting the methods of appraisal and value of the Tribal Trust Land shall be attached to every Business Site Lease.

(b) Alternatively, the Fair Annual Lease Value shall be determined by an appraisal performed by a licensed appraiser utilizing the Uniform Standards of Professional Appraisal Practice or commonly accepted method of appraisal. An appraisal log describing the method of appraisal and value of trust and shall be attached to every Business Site Lease.

3.8 Fair Annual Lease Value.

(a) No lease shall be approved for less than the present Fair Annual Lease Value as set forth in the appraisal, except as follows:

(i) The lease is in the Development Period;

(ii) The Tribe is providing an incentive for business to locate on Tribal Trust Land, and must provide lease concessions, lease improvement credits, and lease abatements to attract such businesses; or

(iii) The Tribe determines such action is in the Best Interest of the Tribe.

(b) A lease may be structured at a flat lease rate.

(c) A lease may be structured at a flat lease rate plus a percentage of gross receipts, if the Lessee is a business located in a shopping center or mall, or the lessee generates over $1,000,000.00 annually in gross receipts.

(d) A lease may be structured based on a percentage of gross receipts, or based on a market indicator.

(e) The lease may provide for periodic review and such review may give consideration to the economic conditions, exclusive of improvement or development required by the contract or the contribution value of such improvements.

(f) Leases may be structured to allow for lease rate adjustments. The lease shall specify how adjustments will be made, who will make such adjustments, when adjustments will go into effect, and how disputes shall be resolved.

(g) Leases may be amended to allow for lease rate adjustments.

(h) The Tribe shall keep written records of the basis used in determining the fair annual lease value, as well as the basis for adjustments. These records shall be presented to the Lessee for its review and acceptance or non-acceptance and included in any lease file.

3.9 Environmental Review Process. Unless exempted from this requirement under this Ordinance, the Tribe shall not approve a Business Site Lease until the proposed business site Lessee has completed the Environmental Review Process under Chapter Seven of this Ordinance. Leases approved and executed without complying with this Section shall be null and void.

3.10 Insurance.

(a) A Lessee shall provide insurance necessary to protect the interests of the Tribe and in amounts sufficient to protect all insurable improvements on the premises.

(b) The insurance may include, but is not limited to, property, liability or casualty insurance or other insurance as specified in the Business Site Lease.

(c) The Tribe and the United States must be identified as additional insured parties.

(d) The Tribe may waive this requirement if the Tribe determines it is in the best interest of the Tribe. The waiver may be revoked at any time if the waiver ceases to be in the Tribe's best interest.

3.11 Performance Bond.

(a) Unless waived in writing by the Tribe in accordance with this Ordinance, the lessee shall obtain a satisfactory performance bond in an amount sufficient to secure the contractual obligations of the lease. Such bond shall be for the purpose of securing the Lessee's contractual obligations under the Business Site Lease and shall guarantee:

(i) The annual lease payment;

(ii) The estimated development cost of improvements; and

(iii) Any additional amount necessary to ensure compliance with the lease.

(b) The Tribe may waive the bond requirement, or reduce the amount, if doing so is in the Best Interest of the Tribe. The Tribe shall maintain written records of waivers and reductions.

(c) The performance bond may be in one of the following forms:

(i) Certificates of deposit issued by a federally insured financial institution authorized to do business in the United States;

(ii) Irrevocable letters of credit issued by a federally insured financial institution authorized to do business in the United States;

(iii) Negotiable Treasury securities; or

(iv) surety bond issued by a company approved by the U.S. Department of the Treasury.

3.12 Improvements. All Business Site Leases shall require the Lessee to exercise due diligence and best efforts to complete construction of any improvements within the schedule specified in the Business Site Lease.

(a) Lessee, at Lessee's expense or as otherwise provided in the Business Site Lease, may construct improvements under a Business Site Lease if the lease specifies, or provides for the development of:

(i) a plan that describes the type and location of any improvements to be built by the Lessee; and

(ii) a general schedule for construction of the improvements.

(b) Lessee shall provide the Tribe written justification as to the nature of any delay, the anticipated date of construction of the improvements, and evidence of progress toward commencement of construction.

(c) When requested by the Tribe or otherwise required in the Business Site Lease, Lessee shall further provide the Tribe, in writing, an updated schedule for construction.

(d) Failure of the Lessee to comply with these requirements will be deemed a violation of the Business Site Lease and may lead to cancellation of the Business Site lease pursuant to Chapter 5 of this Ordinance.

(e) Improvements to the premises shall become the property of the Tribe unless otherwise provided for in the Business Site Lease. If improvements will be removed, the Business Site Lease shall specify, unless waived by the Tribe, the maximum time allowed for such removal, the Lessee's responsibility for such removal, and the Lessee's obligations to restore and reclaim the property to conditions acceptable to the Tribe.

(f) A Lessee may develop equity value in the improvements, and sell its interest in the Business Site Lease based on the equity value. The Tribe has a right of first refusal to purchase the interest.

(g) The Business Site Lease may provide that at expiration, cancellation or termination of the Business Site Lease, the Lessor shall purchase improvements to the premises at fair market value.

(h) Improvements may be subject to taxation by the Tribe.

3.13 Subleases, Assignments, Amendments and Leasehold Mortgages.

(a) Subleases, assignments, amendments or leasehold mortgages of any Business Site Lease shall be by written consent of the Tribe and Lessee, unless otherwise provided herein.

(b) The Business Site Leases may authorize subleases and assignments, in whole or in part, without approval from the Tribe and execution from the Executing Official, provided a copy of the sublease or assignment is provided to the Tribe and the following conditions, where applicable, are met and stated in the Business Site Lease:

(i) There is no event of default under the Business Site Lease or this Ordinance;

(ii) Any restrictions and use limitations on the use of the premises shall continue to apply to any subtenant or assignee;

(iii) The proposed assignee or sublessee submits a current financial statement showing financial adequacy; and

(iv) The Lessee shall not be relieved or released from any of its obligations under the Business Site Lease.

This Section 3.12(b) in no way relieves the parties from carrying out their duties under the Business Site Lease, which may contain additional restrictions and conditions.

(c) The lease may authorize mortgages of the leasehold interest for the purpose of financing to develop and improve the premises subject to approval by the Tribe and execution from the Executing Official.

(d) If a sale or foreclosure of the Lessee's business or assets occurs and the leasehold mortgagee is also the purchaser, the leasehold mortgagee may assign the lease without approval of the Tribe or Lessee, provided the assignee agrees in writing to be bound by all the terms and conditions of the lease. If the purchaser is a party other than the leasehold mortgagee, approval by the Tribe and execution from the Executing Official is required, provided the purchaser agrees in writing to be bound by all terms and conditions of the lease.

CHAPTER FOUR
BUSINESS LEASE MANAGEMENT

SECTION:

4.1 Management.

(a) Except where required otherwise by agreement or applicable law, the Tribe shall manage all Business Site Leases pursuant to this Ordinance.

(b) The Tribe may institute a business site leasing management plan or policy that employs real estate management practices, addresses accounting, collections, monitoring, enforcement, relief and remedies, consistent with the provisions of this Ordinance.

4.2 Administrative Fees. The Tribe may charge administrative fees for costs associated with issuing a lease, sublease, assignment, amendment, leasehold mortgage or other administrative transaction.

CHAPTER FIVE
ENFORCEMENT

SECTION:

5.1 Generally. The Tribe shall have all powers necessary and proper to enforce the lease terms, laws, ordinances, regulations, rules, policies, and covenants, consistent withthis Ordinance. This includes the power to enter the premises at a reasonable time, with or without notice, assess penalties, and assess late payments.

5.2 Applicable Law. Except where otherwise required by agreement or applicable law, the Tribe shall manage all leases pursuant to this Ordinance. The law that will apply to all leases authorized under this Ordinance will be, in the following order: federal law, Tribal law (including but not limited to this Ordinance), and applicable Washington state law.

5.3 Defaults.

(a) If the Tribe determines the Lessee is in default, the Tribe shall send the Lessee a notice of default within five (5) business days of the determination. The notice of default shall be provided by certified mail, return receipt requested.

(b) Within 10 days of the receipt of mailing, the Lessee shall:

(i) Cure the default and notify the Tribe in writing that the default has been cured.

(ii) Dispute the Tribe's determination that the lease is in default and explain why the lease should not be canceled; or

(iii) Request additional time to cure the default.

5.4 Remedies.

(a) If the Lessee fails to cure the default within the prescribed period, the Tribe may:

(i) Cancel the lease pursuant to this Ordinance;

(ii) Grant an extension of time to cure the default;

(iii) Pursue other remedies, including execution on bonds, collection of insurance proceeds, or negotiated remedies;

(iv) Any combination of remedies listed above; or

(v) Any other remedy that may be set forth in any business site lease management plan or policy.

(b) If the Tribe cancels a Business Site Lease, the Tribe shall send the Lessee a cancellation letter within a reasonable time period. The cancellation letter shall be sent to the Lessee by certified mail, return receipt requested. The cancellation letter shall:

(i) Explain the grounds for cancellation;

(ii) Notify the Lessee of unpaid amounts, interest charges or late payment penalties due under the lease;

(iii) Notify the Lessee of its right to appeal; and

(iv) Order the Lessee to vacate the premises within 30 days of mailing of receipt of the cancellation letter, if an appeal is not filed by that time.

(c) A cancellation shall become effective 31 days after receipt of mailing. The filing of an appeal shall not change the effective date of the cancellation. Pending the outcome of an appeal, the Lessee shall make all requisite payments, as well as comply with the terms of the lease.

(d) If the Tribe decides to grant an extension of time to cure a default, the Lessee shall proceed diligently to perform and complete the corrective actions within a reasonable time period.

5.5 Penalties. The lease shall specify the rate of interest to be charged if the Lessee fails to make payments in a timely manner. The lease shall identify additional late payment penalties. Unless the lease provides otherwise, interest charges and late payment penalties shall apply in the absence of any specific notice to the Lessee from the Tribe, and the failure to pay such amount shall be treated as a breach of the lease.

5.6 Harmful or Threatening Activities. If a Lessee or other party causes or threatens to cause immediate and significant harm to the premises, or undertakes criminal activity thereon, the Tribe may take appropriate emergency action.

5.7 Holdover. If a Lessee remains in possession after the expiration or cancellation of a lease, the Tribe shall treat such occupation as a trespass. The Tribe shall take actionto recover possession and pursue additional remedies. Filing shall be pursuant to Tribal laws, oralternatively, the Tribe may make a written request sent by certified mail to the BIA for resolution under any applicable federal laws.

5.8 Trespass. If a person occupies the premises without the Tribe's approval, the Tribe may pursue appropriate remedies, including the filing of a trespass action to regain possession under tribal law.

CHAPTER SIX
APPEALS

SECTION:

6.1 Appeals. Unless an alternative appeals process is provided in the Lease, the Lessee or interested party may appeal a determination of the Tribe, within ten (10) days of the determination. Appeals may be filed with the Tribal Council. Such appeals shall be effectuated by a written notice setting forth the basis for the appeal, a short statement indicating the nature and circumstances of the appeal, and a short statement indicating the remedy being sought.

6.2 Scope of Review. The Tribal Council or other hearing body shall review whether the determination was arbitrary, capricious, or an abuse of discretion; not supported by substantial evidence in the record; or otherwise, not in accordance with the law. The decision ofthe Tribal Council or other hearing body shall be final.

CHAPTER SEVEN
ENVIRONMENTAL REVIEW PROCESS

SECTION:

7.1 Generally. Unless exempt under this Chapter, the Tribe shall not approve a Business Site Lease until the proposed Business Site Lease has completed the Environmental Review Process pursuant to this Chapter and applicable Tribal regulations. Leases approved and executed without compliance with this Chapter shall be null and void.

7.2 Threshold Determination.

(a) Lessee Not Subject to Environmental Review Process: If the Environmental Reviewer determines that the Leasing Decision by its nature would not have a Significant Effect on the Environment, the Leasing Decision is exempt from additional requirements of the Environmental Review Process, subject to the environmental record requirements of applicable Tribal environmental regulations.

(b) Lessee Subject to Environmental Review Process: If the Environmental Reviewer determines that the Leasing Decision might be expected to have a Significant Effect on the Environment, the Lessee must fulfill the requirements of the Environmental Review Process. The physical disturbances must be direct, such as land clearing, new building construction, or discharge of emission or effluent associated with the project.

(c) Statutory Exemption for Certain Leases: Leasing decisions involving a Business Site Lease proposing the use of premises that are the subject of a completed federal environmental review under federal law shall be exempt from the Environmental Review Process, and the Tribe shall not be required to prepare a TEIR under Section 7.4 of this Chapter.

7.3 Action on Leasing Decision Subject to Completion of Environmental Review Process. If the Environmental Reviewer determines that the Leasing Decision is subject to the Environmental Review Process, the Tribe may not consider the Leasing Decision until the Environmental Reviewer closes the Environmental Review Process in accordance with applicable Tribal environmental regulations.

7.4 Environmental Review Process.

(a) Unless an exemption applies or a lease is otherwise not subject to the Environmental Review Process, then, before the approval of any Business Site Lease, the Tribe shall cause to be prepared a comprehensive and adequate tribal environmental impact report ("TEIR"), analyzing the potentially significanteffects of the proposed action on the environment; provided, however, that information or data which is relevant to such a TEIR and is a matter of public record or is generally available to the public need not be repeated in its entirety in the TEIR, but may be specifically cited as the source for conclusions stated therein; and provided further that such information or data shall be briefly described, that its relationship to the TEIR shall be indicated, and that the sourcethereof shall be reasonably available for inspection at a public place or public building. The TEIR shall provide detailed information about the Significant Effect(s) on the Environment which the Lease is likely to have, and shall include a detailed statement setting forth all of the following:

(i) A description of the physical environmental conditions in the vicinity of the Project (the environmental setting and existing baseline conditions), as they exist at the time the notice of preparation is issued;

(ii) All Significant Effects on the Environment of the proposed Lease;

(iii) In a separate section:

(1) Any Significant Effect on the Environment that cannot be avoided if the Lease is executed; and

(2) Any Significant Effect on the Environment that would be irreversible if the lease is executed.

(3) Any mitigation measures proposed, recommended, or required.

(b) In addition to the information required pursuant to subdivision (a), the TEIR shall also contain a statement indicating the reasons for determining that various effects of the Lease on the off-reservation environment are not significant and consequently have not been discussed in detail in the TEIR. In the TEIR, the direct and indirect Significant Effects on the Environment shall be clearly identified and described, giving due consideration to both the short-term and long-term effects.

7.5 Notice of Completion of Draft TEIR.

(a) Within no less than thirty (30) days following the completion of the draft TEIR, the Tribe shall post a Notice of Completion and a copy of the draft TEIR on its website. The Notice of Completion shall include all of the following information:

(i) A brief description of the Project;

(ii) The proposed location of the Project;

(iii) An address where copies of the draft TEIR are available; and

(iv) Notice of a period of thirty (30) days during which the Tribe will receive comments on the draft TEIR.

(b) To satisfy the requirement for public notice and opportunity to comment under 25 U.S.C. §415, the Tribe will provide public notice by at least one of the procedures specified below:

(i) Publication of the Tribe's draft TEIR in a newspaper of general circulation in the area affected by the proposed Business Site Lease, with notice to the public of the opportunity to comment on any Significant Effect on the Environment of the proposed action.

(ii) Posting of the Tribe's draft TEIR in the offices of the Tribe with notice to the public of the opportunity to comment on any Significant Effect on the Environment of the proposed action.

7.6 Response to Public Comments. After the thirty (30) day comment period has ended, the Tribe will review all comments received from the public. Prior to the approval and execution of the Business Site Lease, the Tribe will provide written responses to relevant and substantive public comments on any Significant Effect on the Environment arising as a result of the proposed project

and proposed or recommended mitigation measures addressing any such impacts. The Tribe's written responses will be posted in the offices of the Tribe with notice to the public.

CHAPTER EIGHT
SOVEREIGN IMMUNITY

SECTION:

8.1 Nothing in this Ordinance shall be deemed to waive the sovereign immunity of the Tribe or any of its enterprises, authorities, officers, agents, or employees.

CHAPTER NINE
EFFECTIVE DATE; AMENDMENT

SECTION:

9.1 This Ordinance shall take effect upon its adoption by the Tribal Council and approved by the Secretary of the Interior.

9.2 This Ordinance may be amended by a majority vote of the Tribal Council at a duly called Tribal Council meeting at which a quorum is present. All substantive amendments to this Ordinance must be submitted to and approved by the Secretary of the Interior.

CERTIFICATION

The foregoing ordinance was adopted on [redacted] at a duly called meeting of the [redacted] Tribal Council by a vote of [redacted] for, 0, against, and 0 abstaining.

[redacted]

[redacted]