



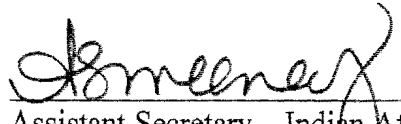
**UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF INDIAN AFFAIRS**

APPROVAL OF

**QUINAUT INDIAN NATION
TITLE 47, BUSINESS AND RESIDENTIAL LEASING**

The attached Title 47, Business and Residential Leasing, submitted by the Quinault Indian Nation (listed in the Federal Register, 83 FR 4235 (January 30, 2018) as the Quinault Indian Nation), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 18 pages and adopted by the Quinault Business Committee on January 24, 2018, is hereby approved.

Dated: OCT 31 2018


Assistant Secretary – Indian Affairs
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8

TITLE 47

Chapters 01 – 11 BUSINESS AND RESIDENTIAL LEASING

47.01 SCOPE; PURPOSE

47.01.010 Scope

The scope of application of this Title shall be limited to all Business and Residential Leases approved pursuant to 25 U.S.C. § 415(h), the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012 ("HEARTH Act") governing leases on real property held in trust for the Quinault Indian Nation ("Nation") within the jurisdiction of the Quinault Indian Nation, and to all actions and decisions taken in connection with those leases. Nothing herein shall be construed to affect the terms and conditions of leases approved by the Secretary pursuant to 25 U.S.C. § 415 prior to or after the effective date of this Title.

47.01.020 Purpose

The purposes of this Title are to:

- (a) Recognize the authority of the Nation to issue, review, approve, and enforce Business and Residential leases; and
- (b) To promote self-determination, encourage economic self-sufficiency, and increase business activity and employment within the Quinault Indian Reservation; and
- (c) To implement the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, H.R. 205, 112th Cong. (2012) ("HEARTH Act") codified at 25 U.S.C. § 415(h). The purpose of this Title is to promote the domestic welfare, protection and wellbeing of the people of the Quinault Indian Nation and the Quinault Indian Reservation.

47.01.030 Governing Law

Unless explicitly required otherwise under a Business and Residential Lease or by law, Quinault Indian Nation law and applicable Federal law shall govern the interpretation and implementation of any Lease approved under this Title.

47.02 DEFINITIONS

47.02.010 Definitions

As used in this Title, the 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 of the Lessee's obligations under a Business Lease.
- (b) "Bureau" means the Bureau of Indian Affairs.
- (c) "Business Lease" means a Lease governed by this Title and includes both ground leases (undeveloped land) and leases of developed land (together with the permanent improvements thereon) on Tribal Trust Lands for business purposes, except for the exploration, development, or extraction of any mineral resources.
- (d) "Business Purpose" or "Business Purposes" means the use of land leased pursuant to this Title for the provision of goods or services for compensation, except for the exploration, development, or extraction of any mineral resources.
- (e) "Environmental Review Process" means that process outlined in Section 47.09 of this Title and any regulations adopted pursuant to this Title, including, if required, preparation and submission of a tribal environmental impact report analyzing the potentially significant effects of the proposed action on the environment; providing opportunity for public comment; and issuance of a final opinion.
- (f) "Executing Official" means the representative of the Quinault Indian Nation delegated authority to sign Leases approved under this Title.
- (g) "Fair Annual Lease Value" means the amount of rental income that a leased tract of Tribal land would most probably command in an open and competitive market, or as determined by competitive bidding.
- (h) "Holdover" means circumstances in which a lessee remains in possession of the leased premises after the lease term expires.
- (i) "Lease" means a written agreement between the Lessor and a Lessee whereby the Lessee is granted a right to possess trust land for a specified purpose and duration. The Lessee's right to possess will limit the Lessor's right to possess the leased premises only to the extent provided in the Lease.
- (j) "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.
- (k) "Leasing Decision" means the decision by the Quinault Indian Nation to approve a Lease, Sublease, or a Lease Amendment pursuant to this Title.(l) "Lessee" means a person or entity who has acquired a legal right to possess trust land by a lease pursuant to this Title.

- (m) "Lessor" means the Quinault Indian Nation, which conveys the right to use and occupy the property under a lease agreement.
- (n) "Lot Assignment" means the process by which the Quinault Business Committee approves a request to lease a lot held in trust for the Quinault Indian Nation.
- (o) "LTRO" means the Land Titles and Records Office of the BIA.
- (p) "Nation" means the Quinault Indian Nation.
- (q) "Public" for purposes of the environmental review process in this Title means the enrolled members of the Quinault Indian Nation and individuals who live within the exterior boundaries of the Quinault Indian Reservation.
- (r) "Residential Lease" means a lease approved under this Title for residential purposes.
- (s) "Residential Purposes" or "Residential Purposes" means the use of land leased pursuant to this Title for housing of people.
- (t) "Significant Effect on the Environment," means a substantial or potentially substantial change in the environment, including land, air, water, minerals, flora, fauna, ambient noise, cultural areas and objects of historic, cultural areas and objects of historic, cultural, aesthetic, or socio-economic significance.
- (u) "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 Lease or Residential Lease.
- (v) "Tribal Land" means any tract, or interest therein, in which the surface estate is owned by the tribe in trust or restricted status, and includes such lands reserved for BIA administrative purposes. The term also includes the surface estate of lands held by the United States in trust for the tribe.
- (w) "Tribal Trust Land" means any tract of real property, or interest therein, held in trust or restricted status by the United States for the benefit of the Quinault Indian Nation.
- (x) "Tribe" means the Quinault Indian Nation.
- (y) "Trust or Restricted Land" means any tract, or interest therein, held in trust or restricted status.
- (z) "Trust or Restricted Status" means:

(1) That the United States holds title to the tract or interest in trust for the benefit of the tribe; or

(2) That the tribe holds title to the tract or interest, but can alienate or encumber it only with the approval of the United States because of limitations in the conveyance instrument under Federal law or limitations in Federal law.

47.03 GENERAL

47.03.010 Recording

The Nation shall record Business and Residential Leases, Assignments, amendments, encumbrances, renewals, modifications and terminations with the Realty Program. Copies of all of said documents will be provided to the Bureau of Indian Affairs, Taholah Agency to be recorded in Land Titles and Records Office ("LTRO") of the BIA.

47.03.020 Records

Records of activities taken pursuant to this chapter are the property of the Nation. Records compiled, developed, or received by the Bureau of Indian Affairs pursuant to this Chapter are the property of the Nation.

47.04 BUSINESS LEASE REQUIREMENTS

47.04.010 Obtaining a Business Lease

All applicants for a Business Lease shall submit the following documents to the Nation:

- (a) Information adequate to allow the Nation to assess the proposed Lessee's financial and other capability to undertake the Business Lease obligations;
- (b) Site survey, if required, and legal description, as required by this chapter;
- (c) Environmental Review, where required by this chapter; and
- (d) Other documents as may be required by the Nation.

47.04.020 Terms and Conditions

- (a) Leases shall be governed by the terms and conditions set forth in the Business Lease Agreement or equivalent document, and shall include:
 - (1) The Parties to the lease;
 - (2) The term and effective date of the lease;

- (3) The purpose and authorized uses of the leased premises;
- (4) The tract, location, or parcel of the land being leased as required by this chapter. 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;
- (5) The ownership of permanent improvements and the responsibility for constructing, operating, maintaining, and removing any permanent improvements to the leased premises;
- (6) Indemnification of the United States and Lessor for Lessee's use and occupancy of the leased premises;
- (7) Payment requirements, including but not limited to (A) the dates on which payments are due, (B) the form and method of payment, (C) the person or entity to whom payment must be directed, and (D) any variation from the default interest rate and late payment requirements under Section 47.04.030 of this section;
- (8) Due diligence, insurance and bonding requirements as provided in this Chapter.

(b) Business Leases must be approved by Resolution of the Quinault Business Committee and signed by the Executing Official upon approval. The terms and conditions may be modified only with the approval of the Quinault Business Committee and the Lessor. The Lessee is responsible for understanding these terms and conditions.

47.04.030 Rent

- (a) Rent under a Business Lease may be structured as a fixed amount, as a fixed amount plus a percentage of gross receipts (e.g. if the Lessee is a business located in a shopping center or mall), as a percentage of gross receipts or based on a market indicator, or in such other manner as may be approved by the Nation.
- (b) A Business Lease may be structured to allow for rental rate adjustments. The Business 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.
- (c) Unless the Business Lease expressly provides otherwise, if any rents payable under the Business Lease are not received within ten days after becoming due, interest at the rate of 18 percent per annum will accrue and become due and payable from the date such rentals are due until such payment is received by the Nation. The Business Lease shall identify any additional late payment charges.

- (d) Unless the Business Lease expressly provides otherwise, interest charges and late payment charges shall apply in the absence of any specific notice to the Lessee from the Nation, and the failure to pay such amount shall be treated as a breach of the Business Lease.

47.04.040 Land Descriptions

Business Leases shall contain adequate site surveys and legal descriptions based on metes and bounds, rectangular or lot and block systems. Subleases shall contain adequate legal descriptions of the land on which they are located and descriptions of the location and square footage of the space being subleased within any building and may include renderings, architectural drawings or other schematics to illustrate the location of the space.

47.04.050 Appraisal; Market Analysis

- (a) The Fair Market Rent shall be determined by an appraisal, market analysis or other appropriate valuation method performed by the Nation utilizing the following data, including but not limited to: improvement cost; replacement cost; earning capacity; sales and lease data of comparable sites; or by similar methodology as approved by the Nation. Alternatively, the Fair Market Rent 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.

- (b) No Business Lease shall be approved for less than the present Fair Market Rent as set forth in the appraisal, market analysis or other method set forth in this Chapter, except as follows:

- (1) The Business Lease is in the Development Period;
- (2) The Nation is providing an incentive for business to locate on Tribal Trust Lands, and must provide lease concessions, lease improvement credits, and/or lease abatements to attract such businesses;
- (3) The Quinault Business Committee determines the Business Lease is in the best interest of the Nation; or
- (4) The Lessee is an instrumentality of the Nation or a business entity of the Nation.

47.04.060 Duration and Renewal of Business Lease

No lease shall be approved more than 12 months prior to the commencement of the term of the Business 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 Nation of the intent to renew, at least one year before such lease is due to expire.

47.04.070 Cancellation

A Business Lease of vacant lands may be cancelled by the Nation if construction of improvements does not begin within one year from the Business Lease recording date.

47.04.080 Environmental Review

Unless exempted from this requirement by this chapter, an Environmental Review shall be completed pursuant to Chapter 9 with respect to each Business Lease before the Nation approves such Business Lease.

47.04.090 Insurance

- (a) Lessee shall provide insurance necessary to protect the interests of the Lessor and in amounts sufficient to protect all insurable improvements on the premises. The insurance may include, but is not limited to, property, liability and casualty insurance or other insurance as specified in the Business Lease.
- (b) The Lessee and the United States shall be identified as additional insured parties.
- (c) The Quinault Business Committee may waive the insurance requirement, or reduce the amount, if doing so is in the best interest of the Nation.

47.04.100 Performance Bond

- (a) Unless exempted from this requirement by the Business Lease, the Lessee shall obtain a satisfactory performance bond in an amount sufficient to secure the contractual obligations of the Business Lease. Such bond shall be for the purpose of securing the Lessee's contractual obligations under the Business Lease and may guarantee:
 - (1) The annual rental payment;
 - (2) The estimated development cost of improvements; and
 - (3) Any additional amount necessary to ensure compliance with the Lease.
- (b) The Business Committee may waive the bond requirement, or reduce the amount, if doing so is in the best interest of the Nation.
- (c) The performance bond may be in one of the following forms:

- (1) certificates of deposit issued by a federally insured financial institution authorized to do business in the United States;
- (2) irrevocable letters of credit issued by a federally insured financial institution authorized to do business in the United States;
- (3) negotiable Treasury securities; or
- (4) surety bond issued by a company approved by the U.S. Department of the Treasury.

47.04.110 Improvements

All Business 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 Lease.

- (a) Lessee, at Lessee's expense or as otherwise provided in the Business Lease, may construct improvements under a Business Lease if the lease specifies, or provides for the development of:
 - (1) a plan that describes the type and location of any improvements to be built by the Lessee; and
 - (2) a general schedule for construction of the improvements.
- (b) Lessee shall provide the Nation 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 Nation or otherwise required in the Business Lease, Lessee shall further provide the Nation, 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 Lease and may lead to termination of the Business lease pursuant to Chapter 7 of this Title.
- (e) Improvements to the premises shall become the property of the Nation unless otherwise provided for in the Business Lease. If improvements will be removed, the Business Lease may specify the maximum time allowed for such removal.
- (f) A Lessee may develop equity value in the improvements, and sell its interest in the Business Lease based on the equity value. The Nation has a right of first refusal to purchase the interest.

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

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

47.04.120 Subleases, Assignments, Amendments and Encumbrances

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

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

(c) If a sale or foreclosure of the Lessee's business or assets occurs and the encumbrancer is also the purchaser, the encumbrancer may assign the lease without approval of the Nation 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 encumbrancer, approval by the Nation is required, provided the purchaser agrees in writing to be bound by all terms and conditions of the lease.

47.04.130 State Taxation

Subject only to applicable Federal law, no fee, tax, assessment, levy or charge imposed by the State of Washington or political subdivision of the State shall apply to permanent improvements on land leased under a Business Lease, activities under a Business Lease conducted on the leased premises, or the leasehold or possessory interest under a Business Lease.

47.05 RESIDENTIAL LEASE REQUIREMENTS

47.05.010 Terms and Conditions

(a) Leases shall be governed by the standard terms and conditions set forth in the Residential Lease Agreement or equivalent document, and shall include:

- (1) The Parties to the lease
- (2) The term and effective date of the lease
- (3) The purpose and authorized uses of the leased premises

(4) The tract, location, or parcel of the land being leased as required by this chapter. 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.

(5) The ownership of permanent improvements and the responsibility for constructing, operating, maintaining, and removing any permanent improvements to the leased premises;

(6) Indemnification of the United States and Lessor for Lessee's use and occupancy of the leased premises;

(7) Payment requirements, including but not limited to (A) the dates on which payments are due, (B) the form and method of payment, (C) the person or entity to whom payment must be directed, and (D) any variation from the default interest rate and late payment requirements;

(8) The process for amendment, which shall be only in writing signed by both parties, and with the consent of any Mortgagee;

(9) The governing law, including Nation law and applicable federal statutes and regulations; and

(10) Include or attach all other provisions required under any applicable federal statutes or regulations.

(b) Residential Leases must be approved by Resolution of the Quinault Business Committee. The standard terms and conditions may be modified only with the approval of the Quinault Business Committee. The Lessee is responsible for understanding these terms and conditions.

47.05.020 Obtaining a Residential Lease

All applicants for a Residential Lease shall follow the procedures to obtain a Lot Assignment and provide all documents as may be required by the Nation.

47.05.030 Duration and Renewal of Residential Lease

No lease shall be approved more than 12 months prior to the commencement of the term of the Residential 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 Nation of the intent to renew, at least one year before such lease is due to expire.

47.05.040 Cancellation

A Residential Lease of vacant lands may be cancelled by the Nation if construction of improvements does not begin within one year from the Residential Lease execution date.

47.05.050 Payment

Annualized payments for Residential Leases will be established by Resolution of the Quinault Business Committee. For any Residential Lease requiring payments to be made to the Nation, the Nation shall provide the Secretary of the Interior with such documentation of the lease payments to enable the Secretary of the Interior to discharge the trust responsibility of the United States with respect to the Premises.

47.05.060 Subleases, Assignments, Amendments

Subleases, assignments, and amendments of any Residential Lease shall be by written consent of the Nation and Lessee, unless otherwise provided herein.

47.05.070 Environmental Review - Categorical Exclusions

In the event the Committee deems the following actions will not have a Significant Effect on the Environment, except as otherwise provided in Chapter 9, they may be categorically excluded from the procedures set forth in Chapter 9:

- (a) Approval of a Lease for residential use, including any associated improvements, access roads and utilities; and
- (b) Approval of a Lease for parcels of five acres or less of Tribal Trust Land for construction and residential use of a single structure of one to four dwelling units and any associated improvements, access roads and utilities.

47.06 LEASE MANAGEMENT

47.06.010 Lease Management

Whenever a responsibility or authority is granted under this Title to the Nation, the Quinault Business Committee shall be vested with that responsibility or authority until such time as it may, by binding resolution, delegate that responsibility to such qualified persons or entities as the Business Committee determines are appropriate to hold and exercise the responsibility or authority. When making a revocable delegation of responsibility or authority under this Section, the Business Committee may impose such deadlines or conditions on the exercise of the responsibility or authority as may further the purposes of this Title and the best interests of the Nation. Such qualified persons or entities determined by the Business Committee to hold and exercise the responsibility and authority under this Title are bound by the provisions of this Title.

47.07 ENFORCEMENT

47.07.010 Generally

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

47.07.020 Defaults

(a) Leases may include negotiated events of default and remedies in the event of a lease violation, including but not limited to the power to terminate the Lease, and the manner in which remedies may be exercised.

(b) Unless otherwise provided in the Lease, if the Nation determines the Lessee is in default, the Nation shall send the Lessee a notice of default. The notice of default shall be provided by certified mail, return receipt requested, or by personal delivery to the leased premises.

(c) Unless otherwise provided in the Lease, within 30 days after receipt of the notice of default (or 15 days if the default is for failure to pay rent, taxes or other monetary default), the Lessee shall:

(1) Cure the default and notify the Nation in writing that the default has been cured;

(2) Dispute the Nation's determination that the Lease is in default and explain why the Lease should not be terminated; or

(3) Request additional time to cure the default (which may or may not be granted).

(c) If the Lessee fails to cure the default within the prescribed period, subject to the provisions of the Lease, the Nation may:

(1) Terminate the Lease pursuant to this chapter;

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

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

(4) Any combination of remedies listed above; or

(5) Any other remedy set forth in the Lease.

(d) If the Nation terminates a Lease, the Nation shall send the Lessee a termination letter within a reasonable time period or as provided in the Lease. The termination letter shall be sent to the Lessee by certified mail, return receipt requested, or by personal delivery to the leased premises. The termination letter shall:

- (1) Explain the grounds for termination;
- (2) Notify the Lessee of unpaid amounts, interest charges or late payment penalties due under the Lease;
- (3) Notify the Lessee of its right to appeal; and
- (4) Order the Lessee to vacate the premises within 30 days after receipt, or mailing if receipt is rejected, of the termination letter or such other period set forth in the Lease, if an appeal is not filed by that time.

(e) A termination shall become effective 31 days after receipt, or mailing if receipt is rejected or such other date as set forth in the Business or Residential Lease. The filing of an appeal shall not change the effective date of the termination.

(f) If the Nation 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.

47.07.030 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 Nation, and the failure to pay such amount shall be treated as a breach of the Lease.

47.07.040 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 Nation may take appropriate emergency action.

47.07.050 Abandonment

If a Lessee abandons the premises under a Lease, the Nation may treat such abandonment as a termination of the Lease, provided that the Nation may pursue such remedies available under the Lease or this chapter, including damages for rental payments through the remaining term (as if abandonment and termination had not occurred) of the Lease.

47.07.060 Holdover

If a Lessee remains in possession after the expiration or cancellation of a lease, the Nation shall treat such occupation as a trespass. The Nation shall take action to recover possession and pursue additional remedies. Filing shall be pursuant to Nation laws, or alternatively, the Nation may make a written request sent by certified mail to the Bureau of Indian Affairs for resolution under any applicable federal laws.

47.07.070 Trespass

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

47.08 APPEALS

47.08.010 Appeals

The Lessee or interested party may appeal a determination made under this Title, within ten days of the determination. Appeals may be filed with the Quinault Tribal Court or other hearing body as designated by the Quinault Business Committee. 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.

47.08.020 Scope or Review

The Quinault Tribal Court 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 of the Quinault Tribal Court may be appealed to Quinault Tribal Court of Appeals pursuant to the Quinault Tribal Code.

47.09 ENVIRONMENTAL REVIEW PROCESS

47.09.010 Generally

Unless exempt under this Title, the Business Committee shall not approve a Business or Residential Lease until the proposed Lease has completed the Environmental Review Process pursuant to this Chapter and applicable regulations. Leases approved and executed without compliance with this Chapter shall be null and void.

47.09.020 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 Environmental Reviewer will document in writing the rationale and data or information relied upon for this conclusion.

(b) *Lessee Subject to Environmental Review Process.* If the Environmental Reviewer determines that the Leasing Decision might be expected to i) impact, ii) alter, iii) disturb, or iv) otherwise cause physical disturbances to the biological or natural resources of the Nation, 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 Leases in Gaming Facility.* Leasing Decisions involving Business Leases proposing use of space within the footprint of the Gaming Facility as that term is defined under Section II(I) of the Compact shall be exempt from the Environmental Review Process in this Chapter.

47.09.030 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 Nation may not consider the Leasing Decision until the Environmental Reviewer closes the Environmental Review Process in accordance with this Chapter and applicable Nation environmental regulations.

47.09.040 Environmental Review Process

(a) Unless an exemption applies or a lease is otherwise not subject to the Environmental Review Process, then, before the execution of any Lease, the Lessee shall cause to be prepared a comprehensive and adequate tribal environmental impact report ("TEIR"), analyzing the potentially significant effects 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 source thereof 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 that the Lease is likely to have, and shall include a detailed statement setting forth all of the following:

- (1) 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;

- (2) All Significant Effects on the Environment of the proposed Lease;
- (3) In a separate section:
 - (A) Any Significant Effect on the Environment that cannot be avoided if the Lease is executed; and
 - (B) Any Significant Effect on the Environment that would be irreversible if the lease is executed.
 - (C) 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.

47.09.050 Notice of Completion of Draft TEIR

Within no less than 30 days following the completion of the draft TEIR, the Lessee shall file a copy of the draft TEIR and a Notice of Completion with the Nation. The Notice of Completion shall include all of the following information:

- (a) A brief description of the Project;
- (b) The proposed location of the Project;
- (c) An address where copies of the draft TEIR are available; and
- (d) Notice of a period of 30 days during which the Nation will receive comments on the draft TEIR.

47.09.060 Public Comment

The Nation will provide public notice by at least one of the procedures specified below:

- (a) Publication of the draft TEIR in the *Nugquam*, with notice to the public of the opportunity to comment on any Significant Effect on the Environment of the proposed action.
- (b) Posting of the draft TEIR in the offices of the Nation, with notice to the public of the opportunity to comment on any Significant Effect on the Environment of the proposed action.

47.09.070 Response to Public Comments

After the 30-day comment period has ended, the Nation will review all comments received from the public and issue an opinion within 30 days, except that the Nation may extend that period an additional 30 days at its discretion, or longer by resolution of the Quinault Business Committee. Prior to the approval and execution of the Lease, the Nation will provide 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.

47.10 SOVEREIGN IMMUNITY

47.10.010 Sovereign Immunity

Nothing in this Title shall be deemed to waive the sovereign immunity of the Quinault Indian Nation or any of its enterprises, authorities, officers, agents, or employees.

47.11 EFFECTIVE DATE; AMENDMENT

47.11.010 Effective Date

This Title shall take effect upon its adoption by the Quinault Business Committee and approval by the Secretary of the Interior.

47.11.020 Amendment

This Title may be amended by a majority vote of the Quinault Business Committee at a regular meeting at which a quorum is present. All substantive amendments to this Title must be submitted to and approved by the Secretary of the Interior.

BUSINESS AND RESIDENTIAL LEASING
LEGISLATIVE HISTORY AND EDITORIAL CHANGES

The Business Committee of the Quinault Indian Nation enacted Title 47, Chapters 1 thru 11, the "Business and Residential Leasing" Code, by Resolution No. 18-25-96, in a meeting on January 24, 2018. Vote was 7 (for), 0 (against), and 1 (abstaining).


Latosha Underwood, Secretary
Quinault Business Committee