



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

**APPROVAL OF**

**WILTON RANCHERIA  
TITLE 8 – REAL AND PERSONAL PROPERTY CODE  
CHAPTER 1 - BUSINESS SITE LEASING ACT OF  
2019**

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The attached Title 8 – Real and Personal Property Leasing Code, Chapter 1 – Business Site Leasing Act of 2019, submitted by the Wilton Rancheria (listed in the Federal Register, Vol. 85, No. 20 FR 5466 (January 6, 2020) as the Wilton Rancheria, California), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 16 pages and adopted by the Wilton Rancheria Tribal Council on May 21, 2020, is hereby approved.

Dated: SEP 24 2020

Assistant Secretary – Indian Affairs United States  
Department of the Interior

Pursuant to the authority delegated by 209 DM 8

**WILTON RANCHERIA CODE**  
**TITLE 8 – REAL AND PERSONAL PROPERTY CODE**  
**CHAPTER 1 – BUSINESS SITE LEASING ACT OF 2019**

**CITE AS: 8 WRC § 1-101, et seq.**

**ENACTED: JANUARY 10, 2019**  
**LAST AMENDED AND RESTATED: MAY 22, 2020**  
**EFFECTIVE: \_\_\_\_\_**

**ARTICLE I**  
**GENERAL**

**SECTION 1-101**      **TITLE.**

This Act shall be titled the Business Site Leasing Act of 2019 and shall be codified as Chapter 1 of the Tribe's Real and Personal Property Code.

**SECTION 1-102**      **AUTHORITY.**

A. Article II, Section 1 of the Constitution designates that the territory of Wilton Rancheria shall include all lands held by the Tribe or its members, or by the United States for the benefit of the Tribe or its members, and any additional lands acquired by the Tribe or by the United States for the benefit of the Tribe or its members, including but not limited to air, water, surface, subsurface, natural resources, and any interest therein.

B. Article II, Section 2 of the Constitutions extends the jurisdiction of Wilton Rancheria to all territory of the Wilton Rancheria, and to any and all persons or activities therein, based upon the inherent sovereign authority of the Tribe.

C. Article VI, Section 2(a) of the Constitution grants the Tribal Council the power to make all laws, including resolutions, codes and statutes.

D. Article VI, Section 2(c) of the Constitution grants the Tribal Council the authority to regulate matters of interest to the Tribe.

E. Article VI, Section 2(l) of the Constitution gives the Tribal Council the authority to approve agreements that may directly or indirectly waive the Tribe's sovereign immunity.

F. Article V, Section 1(a) of the Constitution grants the Tribal Chairperson the power to execute, administer and enforce the laws of the Tribe.

G. Article V, Section 1(o) of the Constitution grants the Tribal Chairperson the authority to select, hire and administer personnel.

**SECTION 1-103**      **SCOPE.**

The scope of application of this Act shall be limited to all Leases approved pursuant to this Act, and to all actions and decisions taken in connection with those Leases. Nothing herein shall apply to individually held land or mineral leases.

**SECTION 1-104      PURPOSE.**

The purposes of this Act are to:

- A. Recognize the authority of the Tribe to issue, review, approve, and enforce Leases and establish procedures for environmental review;
- B. Promote self-determination, encourage economic self-sufficiency, and increase business activity and employment on the Tribe's lands; and
- 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 Act.

**SECTION 1-105      DEFINITIONS.**

As used in this Act, 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 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 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. "Development Period" means the time period between when a Lease is approved and when improvements are expected to be substantially completed.
- E. "Environmental Review Process" means the process for conducting tribal environmental review to assess whether a proposed development or project contemplated by and/or subject to a Lease will have a Significant Effect on the Environment.
- F. "Environmental Reviewer" means an official designated by the Tribal Chairperson to conduct the Environmental Review Process.
- G. "Executing Official" means the Tribal Chairperson or his or her properly authorized delegate, who is authorized to take all necessary action on Leases, including execution, amendments and assignments of the same, as authorized by the Tribal Council.
- H. "Fair Annual Lease Value" means the most probable dollar amount leased land should bring in a competitive open market reflecting all conditions and restrictions of the specified Lease agreement, including term, duration, rental adjustments and revaluation, permitted uses, use restrictions, and expense obligations or other considerations that drive commercial viability of a proposed Project or development of land where both the Lessor and Lessee are equally motivated to consummate the Lease under the particular market conditions applicable to the transaction.

- I. "Holdover" means circumstances in which a Lessee remains in possession of the leased premises after the Lease term expires.
- J. "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 under the authority of this Act. A Lessee's right to possession will limit the Lessor's right to possess the leased premises only to the extent provided in the Lease.
- K. "Leasing Decision" in the context of the Environmental Review Process means the following type of Lease transactions: issuance, amendment, sublease, and assignment of Leases.
- L. "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.
- M. "Lessee" means a person or entity who has acquired a legal right to possess Tribal Trust Land by a Lease approved pursuant to this Act.
- N. "Lessor" means the Tribe.
- O. "LTRO" means the Land Titles and Records Office of the Bureau of Indian Affairs ("BIA") having jurisdiction/responsibility for the Tribe's trust lands.
- P. "Project" means any economic development or related activity occurring on Tribal Trust Land.
- Q. "Public" means, for purposes of the Environmental Review Process (a) any enrolled member of the Tribe living or working on Tribal Trust Land and (b) any person holding an interest in land contiguous to any Tribal Trust Land which is the subject of a proposed Lease and who may reasonably be expected to experience a Significant Environmental Effect from the intended use of the Lease.
- R. "Secretary" means the Secretary of the Department of Interior.
- S. "Significant Effect on the Environment" means a 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.
- T. "Sublease" means, whether capitalized or not, a written agreement by which a Lessee grants to an individual or entity a right to possession no greater than that held by a Lessee under a Lease.
- U. "Tribe" and "Tribal" mean the Wilton Rancheria, a federally recognized Indian Tribe.
- V. "Tribal Council" means the Wilton Rancheria Tribal Council created pursuant to the Constitution of the Tribe.
- W. "Tribal Court" and "Tribal Appellate Panel" have the meanings given to them in the Tribal Court Establishment and Organization Act, 10 WRC § 1-101 *et seq.*, as may be amended.

X. "Tribal Trust Land" means any tract held in trust or restricted status by the United States for the benefit of the Tribe.

## **ARTICLE II LEASE REQUIREMENTS; MANAGEMENT**

### **SECTION 1-201      TERMS AND CONDITIONS.**

Leases shall be governed by the terms and conditions set forth in the Lease. The terms and conditions may be amended or modified only with the written approval of the Tribe and Lessee. A Lessee is responsible for understanding the terms and conditions of a Lease.

### **SECTION 1-202      APPROVAL PROCESS.**

After all the necessary requirements of this Act have been met, a proposed Lease shall be presented to the Tribal Council for approval. A Lease is approved by a majority vote of the entire Tribal Council and in accordance with the Tribe's laws. An approved Lease shall be executed on behalf of the Tribe by the Executing Official.

### **SECTION 1-203      DURATION AND RENEWAL.**

Unless otherwise provided in the Lease, no Lease shall be approved more than 12 months prior to the commencement of the Lease term. 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.

### **SECTION 1-204      OBTAINING A LEASE.**

A. Information on obtaining a Lease shall be available from the Tribe's Department of Administration.

B. Any applicant for a Lease must submit the following documents to the Executing Official:

1. Any financial information the Executing Official deems necessary to determine whether the proposed Lessee can meet the financial obligations of the Lease;
2. Site surveys and a legal description;
3. Environmental Review Process documents; and
4. Any other documents deemed necessary by the Executing Official.

C. All Leases shall contain, at a minimum, the following provisions:

1. The tract, location, or parcel of the land being leased, with a legal description sufficient to meet LTRO requirements;
2. The purpose of the Lease and authorized uses of the leased premises;
3. The parties to the Lease;

4. The term and effective date of the Lease;
5. Identification of the responsible party for constructing, owning, operating, maintaining and removing any improvements to the leased premises;
6. Indemnification of the United States and Lessor;
7. Payment requirements, including:
  - (a) Interest and additional late payment penalties;
  - (b) Acceptable form(s) of payment;
  - (c) The dates on which all payments are due;
  - (d) The Lessee shall make payments directly to the Tribe; and
  - (e) Unless otherwise provided in the Lease, payments may not be made or accepted more than one year in advance of the due date.
8. Default provisions;
9. Due diligence, insurance and bonding requirements as provided in this Section;
10. Consent to Tribal jurisdiction, including to the extent applicable, Tribal Court jurisdiction, regulatory oversight, taxation, employment preference requirements, business licensing requirements, and all other Tribal laws, unless otherwise agreed to by the Parties; and
11. Dispute resolution mechanisms.

D. The Tribe shall forward all approved Leases, Subleases, Assignments, amendments, Leasehold Mortgages, renewals, modifications and terminations to the Superintendent of the Central California Agency, Bureau of Indian Affairs, for filing and recordation with the LTRO.

E. The Tribe is responsible for maintaining all records of all Leases and for disseminating recorded Lease documents to the Tribal Vice Chairperson, the Department of Administration, the Finance Department, and such other departments required by the Tribal Council.

F. For a Lease that provides for rental payment directly to the Tribe, the Tribe shall provide documentation of the Lease payments to the BIA that are sufficient to enable the Secretary to discharge the trust responsibility of the United States under Article VII of this Act.

G. If the leased premises are within an Indian irrigation project or drainage district, a Lease must also contain the following provision: "If the leased premises are within an Indian irrigation project or drainage district, except as provided by 25 C.F.R. Part 271, the Lessee must pay all operation and maintenance charges that accrue during the Lease term. The Lessee must pay these amounts to the appropriate office in charge of the irrigation project or drainage district."

**SECTION 1-205**      **LAND DESCRIPTIONS.**

Leases shall contain adequate site surveys and legal descriptions based on metes and bounds, rectangular or lot and block systems and shall be sufficient for recording with the LTRO. 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.

**SECTION 1-206**      **APPRAISAL; LOCAL STUDIES.**

A. The Fair Annual Lease Value may 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 Lease.

B. Alternatively, the Fair Annual Lease Value may 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 Tribal Trust Land shall be attached to every Lease.

**SECTION 1-207**      **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, unless 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.

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.

**SECTION 1-208**      **ENVIRONMENTAL REVIEW PROCESS.**

Unless exempted from this requirement under this Act, the Tribe shall not approve a Lease until the proposed Lessee has completed the Environmental Review Process under Article V.

**SECTION 1-209**      **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 Lease.

C. The Tribe and the United States must be identified as additional insured parties.

D. The Tribe may waive these insurance requirements 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 Best Interest of the Tribe.

**SECTION 1-210**      **PERFORMANCE BOND.**

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

1. The annual Lease payment;
2. The estimated development cost of improvements; and
3. 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:

4. Certificates of deposit issued by a federally insured financial institution authorized to do business in the United States;
5. Irrevocable letters of credit issued by a federally insured financial institution authorized to do business in the United States;
6. Negotiable Treasury securities; or
7. Surety bond issued by a company approved by the U.S. Department of the Treasury.

**SECTION 1-211**      **IMPROVEMENTS.**

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

B. Lessee, at Lessee's expense or as otherwise provided in the Lease, may construct improvements under a 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 and completion of the improvements.

C. 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.

D. When requested by the Tribe or otherwise required in the Lease, Lessee shall further provide the Tribe, in writing, an updated schedule for construction.

E. Failure of the Lessee to comply with these requirements will be deemed a violation of the Lease and may lead to termination of the Lease.

F. Improvements to the leased premises shall become the property of the Tribe unless otherwise provided for in the Lease. If improvements will be removed, the 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.

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

**SECTION 1-212**      **SUBLEASES, ASSIGNMENTS, AMENDMENTS AND LEASEHOLD MORTGAGES.**

A. Subleases, Assignments, amendments or Leasehold Mortgages of any Lease shall be by written consent of the Tribe and Lessee, unless otherwise provided herein.

B. A Lease 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 Lease:

1. There is no event of default under the Lease or this Act;
2. Any restrictions and use limitations on the use of the premises shall continue to apply to any sublessee or assignee;

3. The proposed sublessee or assignee submits a current financial statement showing financial adequacy; and
4. The Lessee shall not be relieved or released from any of its obligations under the Lease.

This Section does not relieve either party from carrying out their respective duties under the 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 leased 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.

#### **SECTION 1-213**     **MANAGEMENT.**

A. Except where required otherwise by agreement or applicable law, the Tribe shall manage, all Leases pursuant to this Act and the Lease.

B. The Tribe may institute a 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 Act.

#### **SECTION 1-214**     **ADMINISTRATIVE FEES.**

The Tribe may charge administrative fees for costs associated with issuing a Lease, Sublease, Assignment, amendment, leasehold mortgage or other administrative transactions.

### **ARTICLE III ENFORCEMENT**

#### **SECTION 1-301**     **GENERALLY.**

The Tribe shall have all powers necessary and proper to enforce this Act and the terms of an approved Lease. This includes, but is not limited to, the power to enter the premises at a reasonable time, with or without notice, assess penalties, assess late payments, and file trespass claims or unlawful detainers.

#### **SECTION 1-302**     **DEFAULTS.**

A. If the Tribe determines the Lessee is in default of a Lease, the Tribe may send the Lessee a notice of default. The notice of default shall be provided by certified mail, return receipt requested and shall describe the event(s) of default.

- B. Within 10 days of the receipt of mailing, the Lessee shall:
1. Cure the default and notify the Tribe in writing that the default has been cured;
  2. Dispute the Tribe'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, specifically describing the need for additional time.

**SECTION 1-303      REMEDIES.**

- A. If the Lessee fails to cure the default within the prescribed period, the Tribe may:
1. Terminate the Lease;
  2. Grant an extension of time to cure the default;
  3. Pursue other remedies, including, execution on bonds, collection of insurance proceeds, negotiated remedies, and any other remedies as authorized by Tribal law and this Act.
  4. Any combination of remedies listed above; or
  5. Any other remedy that may be set forth in the Lease.
- B. If the Tribe terminates a Lease, the Tribe shall send the Lessee a termination letter within a reasonable time period. The termination letter shall be sent to the Lessee by certified mail, return receipt requested. 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 of mailing of receipt of the termination letter, if an appeal is not filed by that time.
- C. A termination shall become effective 31 days after receipt of mailing. The filing of an appeal shall not change the effective date of the termination. 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 the time period designated by the Tribe.

**SECTION 1-304      PENALTIES.**

A Lease shall specify the rate of interest to be charged if the Lessee fails to make payments in a timely manner. A Lease shall identify any additional late payment penalties. Unless a 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 default of the lease.

**SECTION 1-305      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, or causes or threatens to cause immediate and significant harm to the public health, safety and welfare of the Tribe and its members, the Tribe may take appropriate emergency action.

**SECTION 1-306      HOLDOVER.**

If a Lessee remains in possession of the leased premises after the expiration or termination of a Lease, the Tribe shall treat such occupation as a trespass. The Tribe shall take action to recover possession of the leased premises and pursue additional remedies. Any action shall be undertaken pursuant to Tribal laws, or alternatively, the Tribe may make a written request sent by certified mail to the BIA for resolution under any applicable federal laws.

**SECTION 1-307      TRESPASS.**

If a person occupies Tribal Trust Lands without the Tribe's approval, the Tribe may pursue appropriate remedies, including the filing of a trespass or unlawful detainer action to regain possession under Tribal law.

**ARTICLE IV  
APPEALS**

**SECTION 1-401      APPEALS.**

Unless an alternative dispute resolution process is provided in a Lease, a Lessee or interested party may appeal a final determination of the Tribe to the Tribal Court within thirty (30) days of the determination. Any appeal to the Tribal Court shall be filed in accordance with the Tribal Court's rules of civil procedure.

**SECTION 1-402      SCOPE OF TRIBAL COURT REVIEW.**

The Tribal Court shall review whether the determination was arbitrary, capricious, or an abuse of discretion; contrary to law; or not supported by substantial evidence in the record. Any decision of the Tribal Court may be appealed to the Tribal Appellate Panel. If no appeal is taken to the Tribal Appellate Panel, the decision of the Tribal Court shall be final.

**ARTICLE V**  
**ENVIRONMENTAL REVIEW PROCESS**

**SECTION 1-501**      **GENERALLY.**

Unless exempt under this Section, the Tribal Council shall not approve a Lease absent a completed Environmental Review Process pursuant to this Section. Any Lease approved and executed without compliance with this Section shall be null and void.

**SECTION 1-502**      **THRESHOLD DETERMINATION.**

A. If the Environmental Reviewer determines that the Leasing Decision might be expected to have a Significant Effect on the Environment because it might alter, disturb, or otherwise have the potential to cause a physical disturbance to the environment, the Lessee must fulfill the requirements of the Environmental Review Process.

B. Statutory Exemption for Certain Leases. A Lease proposing the use of premises that are the subject of a completed federal environmental review under the National Environmental Policy Act is exempt from the Environmental Review Process, and the Tribe shall not be required to prepare a TEA or TEIR under Section 1-504 of this Act.

**SECTION 1-503**      **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.

**SECTION 1-504**      **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 Lease, the Tribe shall cause to be prepared a comprehensive and adequate tribal environmental assessment ("TEA") or 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 TEA or TEIR and is a matter of Public record or is generally available to the Public need not be repeated in its entirety in the TEA or 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, its relationship to the TEA or TEIR shall be indicated, and the source thereof shall be reasonably available for inspection at a Public place or Public building.

B. Contents of the TEA. The Environmental Reviewer may prepare a TEA. A TEA shall be developed pursuant to the process set forth in Section 1-505 and 1-506 below. The TEA shall provide sufficient information about potential environmental impacts of the proposed Lease and include a detailed statement setting forth all of the following:

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

2. A reasoned determination of either (a) no Significant Effect on the Environment, or (b) likely Significant Effect(s) on the Environment of the proposed Lease;
3. If there is a determination of no Significant Effect on the Environment, no further assessment is required.
4. If there is a determination of likely Significant Effect(s) on the Environment, a statement of:
  - (a) Any likely Significant Effect on the Environment that cannot be avoided if the Lease is executed;
  - (b) Any likely Significant Effect on the Environment that would be irreversible if the Lease is executed; and
  - (c) Any mitigation measures proposed, recommended or required that would reduce the adverse effects to less than significant.

C. Contents of the TEIR. If the TEA results in a determination that there are likely Significant Effects on the Environment that cannot be avoided or mitigated, or if the Environmental Reviewer makes an independent determination that there are likely Significant Effects on the Environment, the Environmental Reviewer shall prepare a TEIR analyzing the potentially Significant Effects on the Environment of the proposed Lease. 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:

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;
  - (b) Any Significant Effect on the Environment that would be irreversible if the Lease is executed; and
  - (c) Any mitigation measures proposed, recommended, or required.

D. In addition to the information required pursuant to Section 1-504(C), the TEIR shall also contain a statement indicating the reasons for determining that various effects of the Lease on the environment are not significant and consequently have not been discussed in detail in the TEIR. In the TEA and 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.

**SECTION 1-505      NOTICE OF COMPLETION OF DRAFT TEA/TEIR.**

A. Within no less than thirty (30) days following the completion of the draft TEA or TEIR, the Tribe shall post a Notice of Completion and a copy of the draft TEA or TEIR in the Department of Administration. The Notice of Completion shall include all of the following information:

1. A brief description of the Project;
2. The proposed location of the Project;
3. An address where copies of the draft TEA or TEIR are available; and
4. Notice of a period of thirty (30) days during which the Tribe will receive comments on the draft TEA or TEIR.

B. To satisfy the requirement for Public notice and opportunity to comment under this Act, the Notice of Completion shall be (a) published in a newspaper of general circulation in the area affected by the proposed Project, and/or (b) disseminated in such other manner or by such other means as may reasonably be expected to provide notice of such availability to the Public.

**SECTION 1-506      RESPONSE TO PUBLIC COMMENTS AND FINAL TEA/TEIR.**

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 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. The Environmental Reviewer shall prepare a final TEA/TEIR, which will incorporate in whole, or include a summary of, the comments received and responses to comments received on the draft TEA/TEIR.

**ARTICLE VI  
SOVEREIGN IMMUNITY**

**SECTION 1-601      SOVEREIGN IMMUNITY.**

Nothing in this Act shall be construed as a waiver, limitation, alteration, modification or restriction of the sovereign immunity of the Tribe or any of its agencies, boards, commissions, authorities, employees, agents or officials, except that a Lessee or interested party may appeal a determination of the Tribe in accordance with Article IV of this Act; provided, however, that this limited waiver shall be narrowly construed and excludes monetary damages of any kind.

**ARTICLE VII  
MISCELLANEOUS**

**SECTION 1-701      EFFECTIVE DATE.**

This Act shall take effect upon its adoption by the Tribal Council and approval by the Secretary of the Interior.

**SECTION 1-702      AMENDMENT.**

This Act 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 Act must be submitted to and approved by the Secretary.


**SECTION 1-703      APPLICATION OF OTHER LAWS.**

This Act may be supplemented by a Tribal environmental review act or other generally applicable Tribal law, and such supplemental law shall neither be construed to amend this Act nor be subject to approval by the Secretary. To the extent the provisions of any such supplemental act are inconsistent with this Act, the provisions of this Act shall apply.


## CERTIFICATION

It is hereby certified that the foregoing Act was adopted by an affirmative vote of 6 for, 0 against, and 0 abstaining, presented for approval on May 21, 2020, pursuant to the authority contained within the Constitution of Wilton Rancheria.

Dated this 21st day of May 2020.

  
Tonya Caldwell  
Tribal Council Spokesperson

Attest:

  
Jesus Tarango  
Vice-Chairperson

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### Legislative History:

11/08/2018	Thirty (30) Day public review period began.
11/26/2018	Public hearing held at Tribal Council meeting.
12/09/2018	Thirty (30) Day public review period ended.
12/20/2018	Seven (7) Day final review began.
01/10/2019	Tribal Council adopted Resolution No. 2019-01 by a vote of 7 for, 0 against, and 0 abstaining.
01/10/2019	Chairperson concurred in Tribal Council Resolution No. 2019-01.
05/21/2020	Tribal Council adopted Amendments pursuant to Resolution No. 2020-30 by a vote of 6 for, 0 against, and 0 abstaining.
05/22/2020	Chairperson concurred in Tribal Council Resolution No. 2020-30.
_____	[Secretary of Interior action.]
_____	[The Business Site Leasing Act became effective and is codified as Chapter 1 of Title 8, the Real and Personal Property Code.]