



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

**APPROVAL OF**

**SHINGLE SPRINGS BAND OF MIWOK INDIANS  
BUSINESS LEASING ORDINANCE**

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The attached Business Leasing Ordinance, submitted by the Shingle Springs Band of Miwok Indians (listed in the Federal Register, Vol. 85, No. 20 FR 5465 (January 30, 2020) as the Shingle Springs Band of Miwok Indians, Shingle Springs Rancheria (Verona Tract), California, 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 Shingle Springs Rancheria on November 14, 2018, is hereby approved.

Dated: APR 13 2020

A handwritten signature in blue ink, appearing to read "J. Homaney". The signature is written over a horizontal line.

Assistant Secretary – Indian Affairs United States  
Department of the Interior

Pursuant to the authority delegated by 209 DM 8

Shingle Springs Band of Miwok Indians

Business Code

**TITLE 15. TRIBAL TRUST LAND LEASING CODE**

Effective Date November 14, 2018

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**ARTICLE 1 – GENERAL PROVISIONS**

**Section 1. Short Title**

This Code shall be entitled “**Shingle Springs Band of Miwok Indians Tribal Trust Land Leasing Code.**”

**Section 2. Authority**

This Title is enacted by the Shingle Springs Band of Miwok Indians Tribal Council pursuant to the powers vested to it under Article VI of the Shingle Springs Band of Miwok Indians Articles of Association adopted on January 16, 2016, as may be amended from time to time (“Articles of Association.

**Section 3. Purpose.**

The purposes of this Code is to:

- A. Recognize the authority of the Shingle Springs Band of Miwok Indians (the “Tribe”) to issue business site leases, and establish streamlined procedures for environmental review, approval, management and enforcement of leases;
- B. Promote self-determination, encourage economic self-sufficiency, and increase business activity and employment on the Tribe’s Trust Lands; and

- C. Implement the federal *Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012*, Pub. L. No. 112-151, 126 Stat. 1150. (2012) to promote tribal housing on tribal trust lands.
- D. This Shingle Springs Band of Miwok Indians Tribal Trust Land Leasing Code mandates certain provisions to protect and maintain Tribal Trust Land, provisions for trust asset accounting, provisions for record keeping, and title recording, and provisions for modern leasing practices. Accordingly, this Code sets forth the Tribal Trust Land leasing management system.

## **ARTICLE 2 - DEFINITIONS**

As used in this Code, 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 any lease for a business purpose issued upon Tribal Trust Land under authority of this Code.
- E. "Change in Land Use" means the change from one use to another that significantly differs from the former use.
- F. "Development Period" means the time period from when a lease is executed to when improvements are expected to be substantially completed.
- G. "Environmental Review Process" comprises all of the documents relevant to the Environmental Review Process for a specific Leasing Decision. The Record is maintained by the Environmental Reviewer, and will be provided to the Land Committee and the Tribal Council.
- H. "Environmental Reviewer" means an official from the Tribe's EPA Department or other tribal agency designated by the Tribal Council to conduct the Environmental Review Process.
- I. "Executing Official" means the Chairperson of the Shingle Springs Band of Miwok Indians who shall execute all business site leases on the Tribal Trust Lands and take all necessary and proper action on leases and subleases including amendments,

modifications, assignments and cancellations of leases and subleases, after final ratification by the Tribal Council.

- J. "Fair market lease value" means the amount of rental income that a leased tract of Indian land would most probably command in an open and competitive market, or as determined by competitive bidding, 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
  - v. the rental amount represents the normal consideration for the property leased unaffected by special fees or concessions granted by anyone associated with the transaction.
- K. "Holdover" means circumstances in which a lessee remains in possession of the leased premises after the expiration or cancellation of a Lease.
- L. "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 right to possess the leased premises only to the extent provided in the Lease.
- M. "Leasehold Mortgage" means a debt secured by a lessee's leasehold interest.
- N. "Leasing Decision" means a decision of the Tribal Council based on the review and consideration of the proposed Lease and supporting Leasing Documents.
- O. "Leasing Documents" means all documents, including, but not limited to appraisals, environmental studies, maps or other materials presented to the Land Committee and/or Tribal Council for review.
- P. "Leasehold Mortgage" means a mortgage, deed of trust, or other instrument that pledges a lessee's leasehold interest as a security for a debt or other obligation owed by the lessee to a lender or other mortgagee.
- Q. "Lessee" means a person or entity who has acquired a legal right to possess Tribal Trust Land by a lease pursuant to this Title.

- R. "Lessor" means the Shingle Springs Band of Miwok Indians.
- S. "LTRO" means the Land Titles and Records Office of the BIA.
- T. "Performance Bond" means a bond issued by a bank or other financial institution, guaranteeing the fulfillment of a particular contract.
- U. "Project" means any economic development activity occurring on Tribal Trust Land subject to a Lease.
- V. "Secretary" means the Secretary of the Interior.
- W. "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.
- X. "Space Lease" means a lease of space within existing facilities on Tribal Trust Land that is not already leased, i.e. not subleases.
- Y. "Sublease" means a written agreement by which the Lessee grants to an individual or entity a right of possession no greater than that held by the Lessee under a Business Site Lease.
- Z. "Termination" means the end of a Lease by any means.
- AA. "Tribe" means the Shingle Springs Band of Miwok Indians.
- BB. "Tribal Council" means the duly elected governing body of the Tribe pursuant to the Articles of Association.
- CC. "Tribal Trust Land" means all lands of the Tribe within the limits of the Tribe's Rancheria or land over which the Tribe exercises governmental power and that is held in trust by the United States for the benefit of the Tribe.
- DD. "Violation" means "any action (alone or with another or others) for, or toward causing, bringing about, participating in, counseling, or aiding or abetting a violation.

### **ARTICLE 3 -OBTAINING A BUSINESS SITE LEASE**

#### **Section 1. Terms and Conditions.**

Leases shall be governed by the standard terms and conditions set forth in the Business Site Lease. The terms and conditions may be modified only with the approval of the Tribal Council. The Lessee is responsible for understanding these terms and conditions.

## **Section 2. Duration and Renewal.**

The term of the Lease shall not exceed 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 Tribal Council of its intent to renew, within one year before the lease is due to expire, but not sooner.

## **Section 3. Information for Lessees.**

Information on obtaining a Business Site Lease shall be available from the Shingle Springs Rancheria Tribal Offices.

## **Section 4. Supporting Documents.**

All applicants for a Business Site Lease shall submit the following documents to the Tribal Council:

- A. Financial statements;
- B. Site survey and legal description, bearing sufficient detail for purposes of recording, if applicable;
- C. Tribal environmental review as required for the approval of the Lease;
- D. Other documents as required by the Tribal Council pursuant to these Business Site Leasing procedures.

## **Section 5. Minimum Provisions.**

All Business Site Lease shall contain, at a minimum, the following provisions:

- A. The tract, location, or parcel of the land being leased;
- B. The purpose of the lease and authorized uses of the leased premises;
- C. The parties to the Lease;
- D. The term of the Lease;
- E. Identification of the responsible party for constructing, owning, operating, maintaining, and removal of any improvements to the leased premises;
- F. Indemnification of United States and Lessor;
- G. Payment requirements including, but not limited to rent amount, rental due date, penalty charges, late payments and interest;

H. Due diligence, insurance and bonding requirements as provided in this Code.

#### **Section 6. Records.**

- A. The Tribal Council shall record Business Site Leases, subleases, assignments, amendments, encumbrances, renewals, modifications and cancellations by submitting to the BIA for recording in the LTRO having jurisdiction over the land.
- B. The Tribal Council is responsible for maintaining all records of all Business Site Leases and for disseminating recorded lease documents to the Tribal Council Secretary, the Tribal EPA Department, and if required by the Tribal Council, to the Land Assignment Committee.
- C. The Tribal Council shall send a copy of Leases approved under this Ordinance and all amendments and renewals for information purposes only to the Superintendent Central California Agency, Bureau of Indian Affairs.

#### **Section 7. Ownership of Records.**

Records of activities taken pursuant to this Code are the property of the Tribe. Records compiled, developed, or received by the Secretary in the course of business with the Tribe are the property of the United States.

#### **Section 8. Tribal Preference.**

Unless the Business Site Lease states otherwise, a Lease may include, consistent with the laws of the Tribe, a provision to give Indian preference in hiring for employment purposes.

### **ARTICLE 4. SITE LEASE REQUIREMENTS**

#### **Section 1. Terms and Conditions**

Leases shall be governed by the standard terms and conditions set forth in the Lease Agreement or equivalent document, which shall be consistent with this Code. The standard terms and conditions may be modified only with the approval of the Tribal Council, and consistent with this Code. The Lessee is responsible for understanding these terms and conditions.

#### **Section 2. Space Leases**

To the extent space leases require approval pursuant to federal laws and policies, Space Leases may be reviewed and approved pursuant to this Code. Space Leases shall contain adequate descriptions of the, Tribal Tract, 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 3. 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 include a corresponding site plan, and 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 4. Appraisal; Local Studies.**

- A. The Fair Annual Lease Value shall be determined by an appraisal or equivalent procedure performed by the Tribal Council 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 Tribal Council and deemed to be in the best interest of the Tribe. An appraisal log, reporting the methods of appraisal and value of 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.

### **Section 5. Fair Annual Lease Value; Price**

- 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 Tribal Council is providing an incentive for business to locate on Tribal Trust Lands, and must provide lease concessions, lease improvement credits, and lease abatements to attract such businesses; or
  - (iii) The Tribal Council 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, such as the Consumer Price Index, etc.
- E. A lease must specify the dates on which all payments are due.



- F. A lease must specify that the Lessee shall make payments directly to the Tribe.
- G. Unless otherwise provided in the Lease, payments may not be made or accepted more than one year in advance of the due date.
- H. The Lease shall 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.
- I. 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.
- J. The Tribal Council 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 and included in any lease file.

#### **Section 6. Environmental Review Process.**

Unless exempted from this requirement under this Title, the Tribal Council shall not approve a Business Site Lease until the proposed Lessee has completed the Environmental Review Process under Article 8 of this Title. Leases approved and executed without complying with this section shall be null and void.

#### **Section 7. Insurance.**

Subject to paragraph B of this Section 7, the Lessee shall obtain, and maintain throughout the term of the Lease, insurance from a nationally accredited insurance company with a financial strength rating of "A" or equivalent and authorized to do business in the State of California. Such insurance shall:

- A. Protect the interests of the Lessor and the United States, and be in amounts sufficient to protect all insurable improvements on the leased premises;
- B. Include, without limitation, property, liability and casualty insurance, including, personal injury or death, business interruption coverage when required by the Tribal Council, and such other insurance as specified in the Business Site Lease; and
- C. Expressly identify the Lessor and the United States as additional insureds.
- D. The Tribal Council may waive the requirement for insurance if such waiver is determined by the Tribal Council to be in the Best Interest of the Tribe. The waiver may be revoked at any time if it is later determined to no longer be in the Best Interest of the Tribe.

## **Section 8. Performance Bond.**

- A. Unless waived in writing by the Tribal Council in accordance with this Title, 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 may guarantee:
  - (i) The annual lease payment;
  - (ii) The estimated development cost of improvement; and
  - (iii) Any additional amount necessary to ensure compliance with the lease.
- B. The Tribal Council may waive the bond requirement, or reduce the amount, if doing so is in the Best Interest of the Tribe. The Tribal Council shall maintain written records of waivers and reductions.
- C. The performance bond may be in one of the following forms:
  - (i) Certificates of deposit issues by a federally insured financial institution authorized to do business in the United States;
  - (ii) Irrevocable letters of credit issued by a federal 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.

## **Section 9. Improvements.**

All Business Site Lease shall require the Lessee to exercise due diligence and best efforts to complete construction of any improvements and, if applicable, the removal 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 and removal, if applicable of the improvements.
- B. Lessee shall provide the Tribal Council 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 Tribal Council or otherwise required in the Business Site Lease, Lessee shall further provide the Tribal Council, 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 or Termination of the Business Site Lease pursuant to Article 6 of this Title.
- E. Improvements to the premises shall become the property of the Tribal Council unless otherwise provided for in the Business Site Lease. If improvements will be removed, the Business Site Lease shall specify the maximum time allowed for such removal.

**Section 10. Subleases, Assignments, Amendments, and Encumbrances.**

- A. Subleases, assignments, amendments or subleases of any Business Site Lease shall be by written consent of the Tribal Council and Lessee, unless otherwise provided herein.
- B. The Business Site Lease may authorize subleases and assignments, in whole or in part, without approval from the Tribal Council and execution from the Executing Official, provided a copy of the sublease or assignment is provided to the Tribal Council 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 Title;
  - (ii) Any restrictions and use limitations on the use of the premises shall continue to apply to any sublessee;
  - (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.

- (v) The proposed assignee or sublessee shall provide corporate documents and/or corporate resolution identifying the responsible parties.

This Section 3.10(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 Leasehold Mortgage for the purpose of financing to develop and improve the premises subject to approval by the Tribal Council and execution from the Executing Official.
- D. If a sale or foreclosure of the Lessee's business or assets occurs and the Mortgagee is also the purchaser, the encumbrancer may assign the lease without approval of the Tribal Council 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 Tribal Council 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 11. Environmental Permitting.**

Lessee shall be responsible for complying with any applicable environmental permitting requirements including, but not limited to, Tribal, local, state, and federal.

### **ARTICLE 5 - BUSINESS LEASE MANAGEMENT**

#### **Section 1. Management.**

- A. Except where required otherwise by agreement or applicable law, the Tribal Council shall manage all Business Site Leases pursuant to these regulations.
- B. The Tribal Council shall employ real estate management practices, addresses accounting, collections, monitoring, enforcement, relief and remedies, as set forth in this Code.

#### **Section 2. Administrative Fees.**

The Tribal Council may charge administrative fees for costs associated with issuing a lease,

sublease, assignment, amendment, mortgage or other administrative transaction where a proposed Lease presents a substantial burden on tribal operations.

## **ARTICLE 6 – ENFORCEMENT**

### **Section 1. Generally.**

The Tribal Council shall have all powers necessary and proper to enforce the lease terms, laws, ordinances, regulations, rules, policies, and covenants, consistent with their business site leasing management plans. This includes the power to enter the premises at a reasonable time, with or without notice, assess penalties, and assess late payments.

### **Section 2. Defaults.**

- A. If the Tribal Council determines the Lessee is in default, the Tribal Council shall send the Lessee in writing 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 ten (10) business days of receipt of the mailing, the Lessee shall:
  - (i) Cure the default and notify the Tribal Council in writing that the default has been cured.
  - (ii) Dispute the Tribal Council'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.

### **Section 3. Remedies.**

- A. If the Lessee fails to cure the default within the prescribed period, the Tribal Council may:
  - (i) Cancel the Lease pursuant to these regulations;
  - (ii) Grant an extension of time to cure the default;
  - (iii) Pursue other remedies, including execution on bonds or collection of insurance proceeds;
  - (iv) Any combination of remedies listed above; or

- (v) Any other remedy set forth in this Code.
- B. If the Tribal Council cancels a Business Site Lease, the Tribal Council 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 thirty (30) days of receipt of the cancellation letter, if an appeal is not filed by that time.
- C. A cancellation shall become effective thirty-one (31) days after receipt of cancellation letter. 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 Tribal Council 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.

#### **Section 4. 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 Tribal Council, and the failure to pay such amount shall be treated as a breach of the Lease.

#### **Section 5. 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 Tribal Council may take appropriate emergency action, including but not limited to the removal of persons or property of that party pursuant to a Tribal Court order.

## **Section 6. Holdover.**

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

## **Section 7. Trespass.**

If a person occupies the premises without the Tribal Council's approval, the Tribal Council may pursue appropriate remedies, including the removal of persons or property of the trespasser(s) or the filing of a trespass action to regain possession pursuant to a Tribal Court order.

# **ARTICLE 7 - APPEALS**

## **Section 1. Appeals.**

The Lessee or Sublessee or Assignee may appeal a determination of the Tribal Council, within ten (10) days of the determination. Appeals may be filed with the Tribal Council or the Tribal Court as set forth in this Code and/or under the jurisdiction of the Tribal Court. 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.

## **Section 2. Scope of Review.**

The Tribal Council or Tribal Court 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 Tribal Council or other hearing body shall be final.

# **ARTICLE 8 - ENVIRONMENTAL REVIEW PROCESS**

## **Section 1. Generally.**

Unless exempt under this Article, the Tribal Council shall not approve a Business Site Lease until the proposed Business Site Lease has completed the Environmental Review Process pursuant to this Article and applicable Tribal law. Leases approved and executed without compliance with

this Article shall be null and void.

## **Section 2. Threshold Determination.**

Lease Subject to Environmental Review Process: If the Environmental Reviewer determines that the Leasing Decision might be expected to i) impact, ii) alter, iii) disturb, iv) otherwise cause physical disturbances to 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.

## **Section 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 Tribal Council may not complete the Leasing Decision until the Environmental Reviewer closes the Environmental Review Process in accordance with applicable Tribal environmental regulations.

## **Section 4. Environmental Review Process**

Unless an exemption applies or a lease is otherwise not subject to the Environmental Review Process, then, before the execution of any Business Site Lease, the Tribal Council shall cause to be prepared a comprehensive and adequate Tribal Environmental Analysis ("TEA"), 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 and is a matter of public record or is generally available to the public need not be repeated in its entirety in the TEA, 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 TEA shall be indicated, and that the source thereof shall be reasonably available for inspection at a public place or public building. The TEA shall provide detailed information about the Significant Effect(s) on the Environment which the Lease is likely to have, and shall include and detailed statement setting forth all of the following:

- A. The Environmental Analysis shall include, at a minimum:
  - i. A description of the proposed project;
  - ii. A description of the environment of the area(s) that will or shall be affected by the proposed project;



- iii. A discussion of the significant adverse on-reservation environmental impacts of the proposed project, if any, and
  - iv. An identification and discussion of proposed Mitigation measures to lessen or avoid significant adverse on- reservation environmental impacts of the proposed project.
- B. Appropriate mitigation and decision to proceed with the Lease review.
- i. Following completion of the process described in above, the Tribal Council shall determine whether and to what extent mitigation measures are necessary or appropriate with respect to significant adverse on-reservation environmental impacts, if any.
  - ii. In the event the Tribal Council determines that specific economic, social or other conditions make infeasible such mitigation measures, the proposed Lease may proceed in the Tribal Council's discretion.
- C. The environmental review shall also include information required by certain granting agencies, including information which documents compliance with other rules and regulations.

**Section 5. Notice of Completion of Draft TEA.**

- A. Within no less than thirty (30) days following the completion of the draft TEA, the Tribal Council shall file a copy of the draft TEA and a Notice of Completion with the Tribe. The Tribal Council shall also prepare a Notice of Completion. The Notice of Completion shall include all of the following information:
- (i) A brief description of the Project;
  - (ii) The proposed location of the Lease;
  - (iii) An address where copies of the draft TEA are available; and
  - (iv) Notice of a period of thirty (30) days during which the Tribe will receive comments on the draft TEA.
- B. During the public comment period, a copy of the draft TEA shall be available for public review at the offices of the Tribe and the Tribal Council, and on a publicly accessible website.

- C. To satisfy the requirement for public notice and opportunity to comment, the Tribal Council will publish its Notice of Completion by at least one of the procedures specified below:
- (i) Publication of the Notice of Completion in a newspaper of general circulation 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 Notice of Completion in the offices of the Tribe and the Tribal Council, and to a publicly accessible website with notice to the public of the opportunity to comment on any Significant Effect on the Environment of the proposed action. If public notice will be limited to the Tribe's website and Tribal offices, the notice must be published on a portion of the website that is not restricted or password protected or in a section of the Tribal office unrestricted to public access

**Section 6. Response to Public Comments.**

After the thirty (30) day comment period has ended, the Tribal Council will review all comments received from the public prior to the approval and execution of the Business Site Lease, the Tribal Council 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.

**ARTICLE 9 - SOVEREIGN IMMUNITY**

**Section 1.**

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

**ARTICLE 10 - EFFECTIVE DATE; AMENDMENT**

**Section 1.**

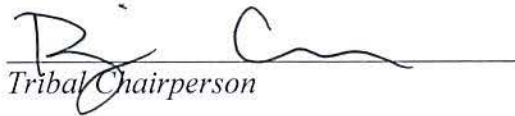
This Title shall take effect upon its adoption by the Tribal Council and approved by the Secretary of the Interior.

**Section 2.**

This Title 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 Title must be submitted to and approved by the Secretary of the Interior

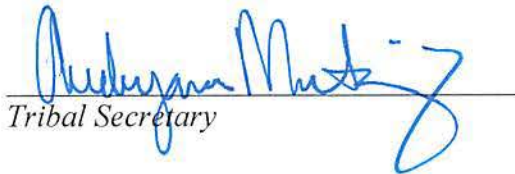
**CERTIFICATION**

*As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the **14th** day of **November**, 2018 at which time a quorum of 7 was present, this Business Site Leasing Code was duly adopted by a vote of 7 FOR 0 AGAINST, 0 ABSTAINED, and said Leasing Code has not been rescinded or amended in any form.*

  
Tribal Chairperson

November 14, 2018  
Date

ATTEST:

  
Tribal Secretary

November 14, 2018  
Date