



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

**APPROVAL OF
MICCOSUKEE TRIBE OF INDIANS
LEASING ORDINANCE**

The attached Leasing Ordinance, submitted by the Miccosukee Tribe of Indians (listed in the Federal Register, Vol. 87, No. 19 FR 4638 (January 28, 2022) as the Miccosukee Tribe of Indians), and prepared in accordance with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, consisting of 28 pages and adopted by the Miccosukee Business Council on October 25, 2022, is hereby approved.

Dated: DEC 23 2022



Assistant Secretary – Indian Affairs
United States Department of the Interior

Pursuant to the authority delegated by 209 DM 8

**MICCOSUKEE TRIBE OF INDIANS OF FLORIDA
LEASING ORDINANCE**

1. INTRODUCTION

1.1 Authority and Delegation

This Ordinance is enacted by the General Council pursuant to the inherent powers of the Miccosukee Tribe of Indians of Florida ("Tribe"), as a sovereign, federally recognized Indian tribe, and the powers vested in it under Article IV of the Tribe's Constitution and Bylaws, adopted on December 17, 1961, in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934, as amended ("the Constitution"), which include the power and responsibility to administer assets and to manage all economic affairs and enterprises on unassigned lands of the Miccosukee Tribe of Indians of Florida. Pursuant to the Constitution, and consistent with the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, Public Law 112-151 (codified at 25 U.S.C. § 415(h)) (the "HEARTH Act"), the General Council hereby exercises its power and authority to lease Reservation and Tribal Trust Land or lease space within existing facilities on Reservation and Tribal Trust Land that is not already leased in accordance with federal law and this Ordinance.

1.2 Scope

The scope of this Ordinance shall be limited to all business leases, agricultural leases, including part B agricultural leases, and public Wind Energy Evaluation Leases ("WEEL") and Wind and Solar Resource ("WSR") Leases of Reservation and Tribal Trust Land, subject to and entered into after the Effective Date of this Ordinance. This Ordinance does not apply to mineral leases or leases of privately held lands, including trust allotments, nor shall it apply to fee land or fractionated interests, nor shall it be construed to limit the Tribe's ability to enter into leases for Reservation and Tribal Trust Land for which the Tribe has received Secretarial approval under 25 U.S.C. § 415. Nothing herein shall be construed to affect the terms and conditions of existing leases of Reservation and Tribal Trust Land.

1.3 Purpose

The purposes of this Ordinance are to:

Recognize the authority of the Tribe to issue, review, approve, and enforce certain Leases and establish streamlined procedures for environmental review pursuant to and in accordance with this Ordinance;

Promote self-determination, encourage economic self-sufficiency, and increase business activity and employment on lands of the Miccosukee Tribe of Indians of Florida; and
Delegate authority to the Business Council to negotiate, enter into, approve, manage and administer specified Site Leases for and on behalf of the Tribe under the process as specified herein in accordance with Article V Sec. 6 of the Miccosukee Tribe of Indians of Florida Constitution which provides for Business Council authority "to manage, lease, permit, or otherwise deal with tribal lands, interest in lands or other tribal assets"; and

Implement the HEARTH Act.

1.4 Short Title

This Ordinance shall be known and cited as the "Miccosukee Leasing Ordinance."

2. DEFINITIONS

As used in this Ordinance, the capitalized terms set forth below shall have the following meanings: "Applicable Laws" means all applicable Miccosukee tribal and federal laws affecting Reservation and Tribal Trust Land and any Leases issued hereunder, including with particularity this Ordinance.

- 2.1 **"Amendment"** means any change or modification to a Lease.
- 2.2 **"Agricultural Land"** means Reservation and Tribal Trust Land suited or used for the production of crops, livestock or other agricultural products, or Reservation and Tribal Trust Land that is suited or used for a business that supports the surrounding agricultural community.
- 2.3 **"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 Lease.
- 2.4 **"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 Reservation and Tribal Trust Land, increase employment and jobs on the Reservation, and preserve the sovereignty of the Tribe.
- 2.5 **"BIA"** means the Bureau of Indian Affairs.
- 2.6 **"Business Council"** means the duly elected officials of the Tribe elected in accordance with Article III, Sections 2 and 3 of the Constitution.
- 2.7 **"Business Site Lease(s)"** means the same as "Lease" but shall be limited to leases of Tribal Trust Land for business and commercial purposes.
- 2.8 **"Development Period"** means the time period from when a Lease is executed to when improvements are expected to be substantially completed.
- 2.9 **"Department of the Interior"** means the United States Department of the Interior.
- 2.10 **"Environmental Review Process"** means the process for conducting a Tribal environmental review to assess the Significant Effects on the Environment of a Project if any.
- 2.11 **"Environmental Reviewer"** means an official from the Tribal Department tasked with the responsibility to regulate certain activities for compliance with tribal and federal laws, as designated by the Business Council who is charged with overseeing the Environmental Review Process.
- 2.12 **"Executing Official"** means the Miccosukee Business Council Member that executes all approved Business Site Leases, subleases, amendments, modifications, assignments, terminations and cancellations of Leases and subleases.
- 2.13 **"Fair Annual Lease Value"** means the most probable dollar amount a property should bring in a competitive and open market reflecting all conditions and restrictions of the

specified Lease, including term, rental adjustment and revaluation, permitted uses, use restrictions and expense obligations, the Lessee and Lessor each acting prudently and knowledgeably and assuming consummation of a Lease as of a specified date and the passing of the leasehold from Lessor to Lessee.

- 2.14 "General Council"** means the governing body of the Tribe consisting of all members eighteen (18) years of age or older, as set forth in as defined in Article III, Section 1 of the Constitution.
- 2.15 "Gross Receipts"** means the total amounts an organization received from all sources during its annual accounting period, without subtracting any costs or expenses.
- 2.16 "HEARTH Act"** means the Helping Expedite and Advance Responsible Tribal Home Ownership Act of 2012, Pub. L. No. 112-151, 126 Stat. 1150 (2012).
- 2.17 "Holdover"** means circumstances in which a Lessee remains in possession of the Premises after the lease term expires or is cancelled or terminated.
- 2.18 "Lease" or "Leased"** means a written agreement or contract between the Miccosukee Tribe of Indians of Florida as Lessor and a Lessee made pursuant to this Ordinance, whereby the Lessee is granted a right to possess that portion of Reservation and Tribal Trust Land specified in the Lease for a specified purpose and duration. The Lessee's right to possess will limit the Lessor's right to possess the Premises only to the extent provided in the Lease. A Lease may be for business, retail, office, manufacturing, storage, biomass, waste-to-energy, agricultural, WEELs and WSR Leases, as defined in Sections 2.30 and 2.31.
- 2.19 "Lessee"** means a person or entity who has acquired the legal right to possess, use and occupy a portion of Reservation and Tribal Trust Land under a Lease.
- 2.20 "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.
- 2.21 "Lessor"** means the Miccosukee Tribe of Indians of Florida.
- 2.22 "LTRO"** means the Land Titles and Records Office of the BIA.
- 2.23 "Permanent Improvements"** means buildings, other structures, wind or solar testing or generation facilities, and associated infrastructure attached to the Premises.
- 2.24 "Premises"** means the specifically identified parcel(s) or tract(s) of Reservation and Tribal Trust Land that is subject to a particular Lease.
- 2.25 "Project"** means any improvement and use of Reservation and Tribal Trust Lands under and subject to the terms and conditions of a Lease.
- 2.26 "Public"** means, for purposes of an environmental review pursuant to Chapter 10 of this Ordinance, (a) any member of the Tribe 18 years of age or older, and (b) any person holding an interest in land that will be directly impacted by an activity from the intended use of the Lease.
- 2.27 "Reservation and Tribal Trust Land"** means all lands that are held in trust or restricted status by the United States for the benefit of the Tribe.

- 2.28 "Resource Development Plan"** means a plan that describes the Permanent Improvements to be installed on Reservation and Tribal Trust Land subject to a WSR Lease, the location of their installation, design standards to be used, a schedule for the commencement and completion dates of their installation and related construction activities, and information regarding proper maintenance of the Permanent Improvements.
- 2.29 "Restoration and Reclamation Plan"** means a plan that defines the reclamation, revegetation, restoration, and soil stabilization requirements for lands subject to a Lease, and requires the expeditious reclamation of construction areas and revegetation of disturbed areas to reduce invasive plant infestation and erosion.
- 2.30 "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.
- 2.31 "Space Lease"** means a Lease of space within existing facilities on Reservation and Tribal Trust Land that is not otherwise subject to a Lease.
- 2.32 "Sublease"** means a written agreement by which a Lessee grants to an individual or entity a right to possession in and to Premises that is no greater than that held by the Lessee under a Lease.
- 2.33 "Surety"** means one who guarantees the performance of another.
- 2.34 "TEIR"** means Tribal Environmental Impact Report.
- 2.35 "Tribe"** means the Miccosukee Tribe of Indians of Florida.
- 2.36 "Tribal Court"** means the court established under Tribal law of the Miccosukee Tribe of Indians of Florida.
- 2.37 "Tribal Entity"** means an agency, instrumentality, corporation wholly owned by the Tribe or an agency or instrumentality of the Tribe or other subordinate entity of the Tribe that is wholly owned by the Tribe.
- 2.38 "Tribal EPA"** means the Tribe's Environmental Protection Agency.
- 2.39 "Trust or Restricted Status"** means (1) That the United States holds title to the tract in trust for the benefit of the Tribe; or (2) That the Tribe holds title to the tract or 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.
- 2.40 "WEEL"** means a Wind Energy Evaluation Lease authorizing short term possession of Reservation and Tribal Trust Land for the purpose of installing, operating, and maintaining instrumentation and associated infrastructure, such as meteorological towers, to evaluate wind resources for electrical generation.
- 2.41 "WSR Lease"** means a Wind and Solar Resource Lease that authorizes possession of Reservation and Tribal Trust Land for the purpose of installing, operating and maintaining instrumentation, facilities and associated infrastructure, such as wind turbines and solar panels,

to harness wind power and solar power to generate and supply electricity for resale:

- (a) on a for-profit or not-for-profit basis;
- (b) to a utility serving the public generally; or
- (c) to users within the local community on or near Reservation and Tribal Trust Land.

3. GENERAL PROVISIONS AND PROCESS

3.1 Terms and Conditions

Leases shall be governed by the terms and conditions set forth in the Lease. Unless otherwise provided in the Lease, the terms and conditions of the Lease may be amended only with the prior written approval of all parties to the Lease. The Lessee is responsible for understanding these terms and conditions.

3.2 Approval Process.

- (a) In every case in which a particular lease site has been identified for consideration under this Ordinance, the Real Estate department of the Tribe shall:
 - (i) notify the Business Council in writing of any such lease proposal;
 - (ii) provide the Business Council with all available documentation; and
 - (iii) obtain the written approval of the Business Council before entering into the proposed Lease.
 - (iv) The General Council may be provided any Lease proposals recommended by the Business Council via resolution in exceptional circumstances. The Business Council retains the final authority to approve or terminate a lease.
 - (v) The Real Estate Department or other person designated by the Business Council shall provide written notice of all final decisions to the prospective Lessee by personal delivery, facsimile transmission, e-mail or United States first class mail to the mailing address as set forth in the Lease documents.
- (b) After all the necessary requirements of this Ordinance have been met, a proposed Business Site Lease shall be approved and executed on behalf of the Tribe by the Executing Official, a member of the Business Council.

- (c) The lease approval process shall be completed within sixty (60) days after Lessee has completed all requirements specific in this Ordinance and the Environmental Review Process is completed, provided, however, that the sixty (60) day period may be extended by the Business Council if necessary to complete the process.

3.3 Duration and Renewal

- 3.3.1 No Lease shall be approved more than 12 months prior to the commencement of the term of the Lease.
- 3.3.2 Except as provided in this Section 3.3.2, the term of any Lease or WSR 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 Tribe in writing of its intent to renew at least one year before such Lease is due to expire.
- 3.3.3 The term of a WEEL shall not exceed the period described in Section 6.4 of this Ordinance.
- 3.3.4 If the Lease provides for an option to renew, the Lease must specify:
 - i. the time and manner in which the option must be exercised or is automatically effective;
 - ii. that confirmation of the renewal will be submitted to the BIA Land Titles and Records Office (LTRO) for recordation, unless the Lease provides for automatic renewal;
 - iii. whether tribal consent to the renewal is required;
 - iv. that the Lessee must provide notice of the renewal to the Tribe and any sureties and mortgagees;
 - v. the additional consideration, if any, that will be due upon the exercise of the option to renew or the start of the renewal term; and
 - vi. any other conditions for renewal (e.g., that the Lessee not be in violation of the Lease at the time of renewal).

3.4 Applicable Law

The Lease shall state that it is governed by this Ordinance and applicable Tribal and federal law. The parties to the Lease may further provide for the application of any other body of law, such as the laws of a specified state and the order of application.

3.5 Records

3.6.2 The Real Estate Department shall provide a copy of all Leases, Subleases, Assignments, amendments, Leasehold Mortgages, renewals, cancellations, and terminations to the LTRO and the Bureau of Indian Affairs Office with responsibility for the Miccosukee Tribe.

3.6.3 The Real Estate Department is responsible for maintaining a copy of all recorded Leases, Subleases, Assignments, amendments, renewals, cancellations, and terminations and for disseminating copies of same to the Business Council, the Tribal EPA, and if applicable, the Tribal Housing Department. The Business Council shall also cause the Tribe to maintain records of payments, assessments, penalties and other such transactions pursuant to a Lease.

3.6 Ownership of Records

Records of activities taken pursuant to this Ordinance are the property of the Tribe and its subordinate governmental entities. Records compiled, developed, or received by the Business Council in the course of business with the Secretary are the property of the Tribe. Copies of any documents required to be provided to LTRO by this Ordinance are the property of the Secretary.

3.7 Permits

This Ordinance does not apply to a permit of Reservation and Tribal Trust Land. A permit is a non-assignable agreement between the Tribe and the permittee, whereby the permittee is granted a temporary, revocable privilege to use Reservation and Tribal Trust Land for a specified purpose.

4. LEASE CONDITIONS AND TERMS

The requirements applicable to applications for Leases and their terms and conditions are set out below. Information about obtaining a Lease will be made available at the Tribe's offices.

4.1 Supporting Documents

All applicants for Leases shall submit the following documents to the Real Estate Department:

4.1.1 Financial statements, documentation and information sufficient to demonstrate the applicant's financial capacity to carry out the activity contemplated in the proposed Lease and to fulfill the financial and other obligations of the proposed Lease;

4.1.2 Other documents as may be required by the Business Council, including any applicable leasing management plans in such form and content as may be specified by the Business Council.

4.2 Minimum Provisions

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

- 4.2.1 The tract, location, or parcel of the land being leased, in sufficient detail to meet recording requirements for the LTRO;
- 4.2.2 Site survey and legal description sufficient for purposes of recording with LTRO;
- 4.2.3 Tribal environmental review where required;
- 4.2.4 The purpose of the Lease and authorized uses of the Premises;
- 4.2.5 The parties to the Lease and their contact information;
- 4.2.6 The effective date and term of the Lease;
- 4.2.7 Identification of the responsible party for constructing, owning, operating, maintaining and removing any Permanent Improvements on the Premises;
- 4.2.8 Indemnification of the United States and Lessor;
- 4.2.9 Payment requirements, including payee, due date, and amount due; late payments and penalties, including any applicable interest amounts; and acceptable forms of payment;
- 4.2.10 A Lease must specify that the Lessee shall make payments directly to the Miccosukee Tribe. In the case of tribal regulations or a lease that allows for lease payments to be made directly to the Indian tribe, documentation of the lease payments that are sufficient to enable the Secretary to discharge the trust responsibility of the United States. Unless otherwise provided in the Lease, payments may not be made or accepted more than one year in advance of the due date;
- 4.2.11 Due diligence, insurance and bonding requirements as provided in this Ordinance;
- 4.2.12 The obligations of the Lessee to the Tribe are also enforceable by the United States, so long as the land remains in trust status;
- 4.2.13 The Lessee must comply with all applicable Tribal and federal laws;
- 4.2.14 If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with the Lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the Lessee will contact the Tribe to determine how to proceed and appropriate disposition; and
- 4.2.15 The Tribe and the Secretary have the right, at any reasonable time during the term of the

Lease, and upon reasonable notice, to enter the Premises for inspection and to ensure compliance.

- 4.2.16 The lessee will hold the United States and the Tribe harmless from any loss, liability, or damages resulting from the lessee's use or occupation of the leased premises.

4.3 Tribal Preference

A Lease may include, consistent with Tribal law, a provision requiring that Lessee apply an Indian preference in hiring and other employment action.

4.4 Appraisal; Local Studies

- 4.4.1 The fair annual lease value shall be determined by an appraisal or equivalent procedure performed by a qualified professional utilizing the following data: improvement cost, replacement cost, earning capacity, sales and lease date of comparable sites; or by similar methodology as determined by the Business Council in its sole discretion and deemed to be in the Best Interest of the Tribe.
- 4.4.2 Alternatively, the fair annual lease value shall be determined by an appraisal performed by a licensed appraiser using accepted appraisal methodologies, as determined by the Business Council in its sole discretion and deemed to be in the Best Interest of the Tribe.
- 4.4.3 An appraisal log reporting the methods of appraisal and value of Tribal Trust Land or a written determination by the Business Council that the Lease is in the Best Interest of the Tribe shall be attached to every Lease.

4.5 Fair Annual Lease Value

- 4.5.1 No Lease shall be approved for less than the present fair annual lease value as set forth in the appraisal, or written Business Council determination, including allowance for any special fees or concessions granted by anyone associated with the transaction, except as follows:
- (a) The Lease is in the Development Period;
 - (b) The Business Council is providing an incentive for businesses to locate on Reservation and Tribal Trust Lands, and must provide lease concessions, lease improvement credits, or lease abatements to attract such businesses; or
 - (c) The Business Council determines such action is in the Best Interest of the Tribe.
- 4.5.2 A Lease may be structured at a flat lease rate.
- 4.5.3 A Lease may be structured based on a market indicator.
- 4.5.4 The Lease may provide for periodic review at the discretion of the Tribal Real Estate Department and such review may give consideration to the economic conditions, exclusive of improvement or development required by the Lease or the contribution value of such improvements.

- 4.5.5 Leases may be structured to allow for lease rate adjustments. The Lease shall specify how adjustments will be made, the time frame of regular adjustments, who will make such adjustments, when adjustments will go into effect, and how disputes shall be resolved.
- 4.5.6 The Real Estate Department 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.
- 4.5.7 Subject to Section 4.2.11, 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 Florida in an amount to be determined by the Tribe. Such insurance shall:
 - 4.5.7.1 Protect the interests of the Lessor and the United States, and be in amounts sufficient to protect all insurable Permanent Improvements on the Premises;
 - 4.5.7.2 Include, without limitation, property, liability and casualty insurance, including, personal injury or death, business interruption coverage when required by the Business Council, and such other insurance as specified in the Lease; and
 - 4.5.7.3 Expressly identify the Lessor and the United States as additional insureds.
 - 4.5.7.4 The Business Council may waive the requirement for insurance if such waiver is determined to be in the best interest of the Tribe. The Business Council shall maintain written records of waivers. The waiver may be revoked at any time if it is later determined to no longer be in the best interest of the Tribe.

4.6 Leases of Agricultural Land

The Premises of a Lease of Agricultural Land shall be managed in accordance with recognized principles of sustained yield management, integrated resource management planning, sound conservation practices, best management practices, and other community goals as expressed in applicable Tribal laws, leasing policies, the goals and objectives of any agricultural management plan developed by the Tribe and, as applicable, federal law, including but not limited to the American Indian Agricultural Resource Management Act.. All agricultural leases should incorporate an agricultural conservation plan based on the input of the Miccosukee Environmental Protection Agency, which details best management practices to limit erosion, runoff, and watershed sedimentation. Plans shall include a plan map showing boundaries, use, and acreage of each field. Plans shall include a plan narrative including names, units and amount, locations of each of the conservation practices being used, and estimates of the impact of a 10-year frequency storm. Plans shall be made available at the farm at all times to guide operators and shall be updated as necessary to reflect major changes in operations.

4.7 Leases Within an Irrigation Project

If the Premises are within an Indian irrigation project or drainage district, except as provided by 25 C.F.R. Part 171, as the same may be amended, replaced, or superseded, 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.

5. LEASE REQUIREMENTS

5.1 Space Leases

Space Leases shall be reviewed and approved pursuant to this Ordinance. A Space Lease shall contain a description of the location and square footage of the space being leased adequate for recording by the LTRO, and may include renderings, legal description, architectural drawings or other schematics to illustrate the location of the space.

5.2 Land Descriptions

Leases shall contain adequate site surveys and legal descriptions based on metes and bounds, lot, block and subdivision survey, or rectangular or lot and block systems in sufficient detail to meet recording requirements for the LTRO.

5.3 Performance Bond

5.3.1 Subject to Section 5.3.2, the Lessee shall obtain a performance bond, satisfactory to the Business Council, in an amount sufficient to secure the contractual obligations of the Lease and guarantee the following:

5.3.1.1 The annual lease payment;

5.3.1.2 The estimated development cost of Permanent Improvements to the Premises;

5.3.1.3 Any additional amount necessary to ensure compliance with the Lease; and

5.3.1.4 Compliance with the Restoration and Reclamation Plan, where applicable.

5.3.2 The Business Council may waive the bond requirement in whole or part, or reduce the amount of the bond required, if doing so is in the Best Interest of the Tribe. The Business Council shall maintain written records of waivers and reductions. The performance bond or other security instrument must require the surety to provide notice to the Council at least 60 days before canceling a performance bond or other security.

5.3.3 The performance bond may be in one of the following forms:

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

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

5.3.3.3 Negotiable Treasury securities; or

5.3.3.4 Surety bond issued by a company approved by the U.S. Department of the Treasury.

5.3.4 The Business Council may accept an alternative form of security that provides adequate protection for the Tribe, including without limitation an escrow agreement.

5.4 Permanent Improvements

5.4.1 Lessee, at Lessee's expense or as otherwise provided in the Lease, may construct Permanent Improvements under a Lease under the following circumstances:

5.4.1.1 All Leases shall specify, or provide for the development of:

(a) A plan that describes the type and location of any Permanent Improvements to be built by the Lessee; and

(b) A general schedule for construction of the Permanent Improvements.

5.4.1.2 All Leases shall require the Lessee to exercise diligence and use its best efforts to complete construction of any Permanent Improvements within the schedule specified in the Lease.

5.4.1.3 Lessee shall provide the Business Council written justification as to the nature of any delay, the anticipated date(s) of construction of the Permanent Improvements, and evidence of progress toward completion of construction.

5.4.1.4 When requested by the Business Council or otherwise required in the Lease, Lessee shall further provide the Business Council, in writing, an updated schedule of construction.

5.4.1.5 Failure of Lessee to comply with these requirements will be deemed a violation of the Lease and may lead to termination or cancellation of the Lease pursuant to Section 8 of this Ordinance.

5.4.1.6 Where applicable, all Leases shall require the Lessee to furnish and comply with a Restoration and Reclamation Plan to be implemented at the expiration or termination of the Lease term.

5.4.2 Permanent Improvements on the premises shall become the property of the Tribe unless otherwise provided for in the Lease. If Permanent Improvements will be removed, the Lease shall specify the maximum time allowed for such removal.

5.4.3 Permanent Improvements not owned by the Tribe may be subject to taxation by the Tribe.

5.5 Subleases, Assignments, Amendments and Leasehold Mortgages

5.5.1 Subleases, Assignments, and amendments of any Lease shall be by written consent of the Business Council and Lessee, unless otherwise authorized by Section 5.5.2.

5.5.2 Leases may authorize by their terms, Subleases and Assignments, in whole or in part, without approval from the Business Council and execution by the Executing Official, provided that a copy of the executed Sublease or Assignment is submitted to the Business Council within

30 days after execution and the following conditions, where applicable, and any others stated in the Lease are met:

- 5.5.2.1 There is no event of default under the Lease or violation of this Ordinance;
- 5.5.2.2 Any restrictions and use limitations respecting the use of the Premises shall continue to apply to any sublessee or assignee;
- 5.5.2.3 The proposed sublessee or assignee submits a current financial statements showing financial adequacy;
- 5.5.2.4 The sublessee or assignee agrees in writing to assume all or some of the obligations and conditions of the Lease; and
- 5.5.2.5 The Lessee shall not be relieved or released from any of its obligations under the Lease, provided that this requirement may be waived with respect to Subleases and Assignments whenever the Business Council determines such waiver to be in the best interest of the Tribe. The Business Council shall maintain written records of waivers.
- 5.5.2.6 Nothing in this Section 5.5.2 shall relieve the parties from carrying out their respective obligations under the Lease, which may contain additional restrictions and conditions.
- 5.5.3 The Lease may authorize Leasehold Mortgages for the purpose of financing the development and improvement of the Premises, subject to written approval by the Business Council and/or other conditions stated in the Lease. In the case of refinance or reassignment, where a mortgage is currently in place, a release of lien must be recorded before a reassignment or a refinance can be recorded.
- 5.5.4 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 notice and approval of the Business Council or Lessee which shall not be unreasonably withheld, provided the assignee demonstrates financial capacity to perform the Lease and 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 Business Council and execution by the Executing Official is required, except as otherwise provided in the Lease, and further provided that the purchaser must agree in writing to be bound by all the terms and conditions of the Lease.

6. WIND AND SOLAR LEASES (WEELS & WSR LEASES) SPECIFIC PROVISIONS

6.1 WEELS and WSR Leases Covered

- 6.1.1 This Section contains provisions specifically applicable to WEELS and WSR Leases. In the event of conflicts between this Section and other portions of this Ordinance concerning WEELS and WSR Leases, this Section will control as to any conflicting provision, but WEELS and WSR Leases otherwise remain subject to the remainder of this Ordinance.
- 6.1.2 If the generation of electricity is solely to support a use of Reservation and Tribal Trust Land covered by an approved Lease, and not a WEEL or WSR Lease, then

the installation, operation, and maintenance of instrumentation, facilities, and associated infrastructure is governed by Section 5, as appropriate.

6.2 Evaluation and Development Activities for which a WEEL or WSR Lease is Required

- 6.2.1 Anyone other than the Tribe or its instrumentalities and enterprises seeking to possess Reservation and Tribal Trust Land to conduct activities associated with the evaluation of wind resources must obtain a WEEL, except that a WEEL is not required if the use of Reservation and Tribal Trust Land is authorized (1) by another form of Lease in accordance with Section 6.1.2 or (2) a Tribal permit.
- 6.2.2 Except as provided in Section 6.1.2, anyone other than the Tribe or its instrumentalities and enterprises seeking to possess Reservation and Tribal Trust Land to conduct activities associated with the development of wind and/or solar resources must obtain a WSR Lease.

6.3 Purpose of a WEEL

A WEEL is a short-term Lease for the purpose of evaluating wind resources. The Lessee may use information collected under the WEEL to assess the potential for wind energy technology to use in developing the energy resource potential of the Premises.

6.4 Term of a WEEL

- 6.4.1 A WEEL must provide for a definite term, state if there is any option to renew and, if so, provide for a definite period for the renewal term. WEELs are for limited purposes of wind energy evaluation and therefore may have:
 - 6.4.1.1 an initial term no longer than 3 years; and
 - 6.4.1.2 a single renewal term not to exceed 3 years.
- 6.4.2 The exercise of the option to renew must be in writing, and the WEEL must specify:
 - 6.4.2.1 the time and manner by which the option must be exercised, or if it is automatically effective;
 - 6.4.2.2 whether further consent or approval is required; and
 - 6.4.2.3 the additional consideration, if any, due upon exercise of the option to renew or start of the renewal term.
 - 6.4.2.4 Unless the renewal is automatic, the Real Estate Department shall provide copies of the renewal documentation to the LTRO.

6.5 Permanent Improvements

- 6.5.1 A WEEL anticipates the installation of facilities and associated infrastructure of a size and magnitude necessary for evaluation of wind energy capacity and potential effects of wind energy development that are considered Permanent Improvements.
- 6.5.2 The proposed Lessee of a WEEL will, before completion of the negotiation of the WEEL and submission to the Business Council for review and approval, provide to the Real Estate Department:
 - 6.5.2.1 a construction and equipment installation plan that describes the type and location of any Permanent Improvements the proposed Lessee plans to install on the Premises and a schedule showing the tentative commencement and completion dates for construction of these Permanent Improvements;
 - 6.5.2.2 a Restoration and Reclamation Plan; and
 - 6.5.2.3 Documents that demonstrate the technical capability of the proposed Lessee or its agent to construct, operate, maintain, and terminate the proposed evaluation phase and the proposed Lessee's ability to successfully design, construct, or obtain the funding for a Project similar to the proposed Project's development phase, if pursued and approved.
- 6.5.3 If any of the following changes are made to the equipment installation plan, the Business Council must approve the revised plan and provide a copy to the BIA:
 - 6.5.3.1 location of Permanent Improvements;
 - 6.5.3.2 type of Permanent Improvements; or
 - 6.5.3.3 delay of 90 days or more in any segment of the evaluation phase.

6.6 Ownership and Disposition of Permanent Improvements

- 6.6.1 A WEEL must specify who will own any Permanent Improvements the Lessee installs during the Lease term. In addition, the WEEL must provide whether any Permanent Improvements that the Lessee installs:
 - 6.6.1.1 will remain on the Premises upon expiration, termination, or cancellation of the WEEL (whether or not the WEEL is followed by a WSR Lease), in a condition satisfactory to the Tribe;
 - 6.6.1.2 may be conveyed to the Tribe during the WEEL term and under what conditions the Permanent Improvements may be conveyed;
 - 6.6.1.3 will be removed within a time period specified in a WEEL, at the Lessee's expense, with the Premises to be restored as closely as possible to their condition before installation of the Permanent Improvements; or

6.6.1.4 will be disposed of by other specified means.

6.6.2 A WEEL that requires the Lessee to remove the Permanent Improvements must also provide the Tribe with an option to take possession and title to the Permanent Improvements, if they are not removed within the specified time period, and without limitation to the Tribe's ability to recover against any bond and/or Lessee.

6.7 Due Diligence Regarding Installation of Permanent Improvements

6.7.1 A WEEL must include due diligence provisions that require the Lessee to:

6.7.1.1 install testing and monitoring facilities within 12 months after the effective date of the WEEL (or another period designated in the WEEL), and consistent with the plan of development; and

6.7.1.2 if installation does not occur, or is not expected within the time period allowed by Section 6.7.1.1 or the WEEL, provide the Business Council with an explanation of good cause for any delay, the estimated completion date for installation of the facilities, and evidence of progress concerning installation.

6.7.2 Failure of the Lessee to comply with the due diligence requirements of the WEEL is a violation of the WEEL and may lead to:

6.7.2.1 cancellation of the WEEL under Section 8; and

6.7.2.2 application of the transfer of ownership requirement for energy resource information collected under the WEEL to the Tribe pursuant to Section 6.8.

6.8 Ownership of Energy Resource Information

- 6.8.1 The WEEL must specify the ownership of any energy resource information the Lessee obtains during the WEEL term.
- 6.8.2 Unless otherwise specified in the WEEL, the energy resource information that the Lessee obtains during the term of the WEEL becomes the property of the Tribe at the expiration, termination, or cancellation of the WEEL or upon failure by the Lessee to diligently install testing and monitoring equipment on the Premises in accordance with Section 6.7.

6.9 Incorporation of WEEL Analyses Into WSR Analyses

Any analyses a Lessee uses to bring a proposed WEEL into compliance with applicable laws, ordinances, rules, and regulations, including those under Section 3.4 and any other legal requirements, may be incorporated by reference, as appropriate into a proposed WSR Lease.

6.10 WSR Lease Option

A WEEL may provide for an option period following expiration of the WEEL term during which the Lessee and Tribe may enter into a WSR Lease. Unless the WSR Lease or the principal terms thereof are agreed and approved by the Business Council at the time of WEEL approval, the WSR Lease requires the separate approval of the Business Council.

6.11 No Valuation or Bond Required

Unless the terms of a WEEL approved by the Business Council provide otherwise, the Lessee is not required to provide a rental valuation of the Premises or a performance bond for a WEEL.

6.12 Purpose of WSR Lease

A WSR Lease authorizes a Lessee to possess the Premises to conduct activity related to the installation, operation and maintenance of wind and/or solar energy generation projects, including facilities and infrastructure associated with the generation, transmission and storage of electricity and other associated activities.

6.13 WEEL Not Required Prior to WSR

Obtaining a WEEL is not required as a precondition to a WSR Lease, and with approval of the Business Council, a Lessee may directly enter into a WSR Lease without having had a WEEL.

6.14 Responsibilities of Lessee of WSR Lease

Unless a WSR Lease expressly provides otherwise, the Lessee shall be responsible for evaluating the Premises for suitability; purchasing, installing, operating, and maintaining WSR equipment; negotiating power purchase agreements; and arranging for electricity transmission.

6.15 Information and Documentation Required from Prospective Lessee of a WSR Lease

6.15.1 Prior to submission of a WSR Lease to the Business Council for approval, the proposed Lessee shall submit to the Real Estate Department documents that demonstrate the technical capability of the proposed Lessee or its agent to construct, operate, maintain, and terminate the proposed WSR Lease, and the proposed Lessee's ability to successfully design, construct, and obtain funding for the proposed WSR Lease.

6.15.2 The proposed Lessee shall also provide to the Business Council for incorporation in the WSR Lease, by reference or otherwise:

6.15.2.1 a Resource Development Plan for the construction of Permanent Improvements on the Premises; and

6.15.2.2 a Restoration and Reclamation Plan for the Premises upon expiration, termination or cancellation of the WSR Lease.

6.16 Permanent Improvements Installed Under a WSR Lease

A WSR Lease shall provide for the installation of facilities and associated infrastructure of a size and magnitude necessary for the generation and delivery of electricity as determined during any analysis and development activities in support of the WSR Lease and in accordance with the Resource Development Plan incorporated in the WSR Lease pursuant to Section 6.15.2.1. All such facilities and infrastructure shall be considered Permanent Improvements.

6.17 Ownership of Permanent Improvements Installed under a WSR Lease

6.17.1 A WSR must specify who will own any Permanent Improvements that the Lessee installs during the WSR Lease term, and may specify under what conditions, if any, such Permanent Improvements may be conveyed to the Tribe during such WSR Lease term. In addition, the WSR Lease must provide whether each such specific Permanent Improvement will:

6.17.1.1 remain on the Premises upon expiration, termination, or cancellation of the WSR Lease in a condition satisfactory to the Tribe and become the property of the Tribe;

6.17.1.2 be removed within a time period specified in a WSR Lease, at the Lessee's expense, with the Premises to be restored as closely as possible to their condition before installation of the Permanent Improvements; or

6.17.1.3 be disposed of by other specified means.

6.17.2 A WSR Lease that requires the Lessee to remove the Permanent Improvements must also provide the Tribe with an option to take possession and title to the Permanent Improvements if not timely removed, and to charge the cost of removal and restoration to any performance bond held by the Tribe and/or recover such cost

from Lessee.

6.18 Due Diligence of WSR Lease Lessee Concerning Permanent Improvements

6.18.1 A WSR Lease shall include due diligence requirements that require the Lessee to:

- 6.18.1.1 commence installation of energy facilities within two years after the effective date of the WSR Lease (or consistent with a timeframe stated in the applicable Resource Development Plan incorporated in the WSR Lease);
- 6.18.1.2 if installation does not occur, or is not expected to be completed within the time frame specified in the WSR Lease, provide the Business Council with an explanation of good cause as to the nature of any delay, the anticipated date of installation of the facilities, and evidence of progress toward completion of installation;
- 6.18.1.3 maintain all on-site electrical generation equipment, facilities and related infrastructure in accordance with the design standards in the Resource Development Plan and best industry practice; and
- 6.18.1.4 repair, place into service, or remove from the Premises, within a time period specified in the WSR Lease, any idle, improperly functioning, or abandoned equipment or facilities that have been out of use for a continuous period specified in the WSR Lease (unless due to planned suspension of operations, for example, for grid operations or during bird migration season).

6.18.2 Failure of the Lessee to comply with the due diligence requirements of the WSR Lease is a violation thereof and may lead to the termination or cancellation of the WSR Lease under Section 8.

6.19 Compensation Reviews and Adjustments

The compensation to the Tribe under a WSR Lease may be reviewed and adjusted at such times and on such terms as may be specified in the WSR Lease. The Tribe may choose to waive periodic review of the adequacy of compensation if the Business Council is satisfied with the compensation specified and determines that the waiver of periodic review is in the Best Interest of the Tribe.

6.20 Performance Bond

6.20.1 Unless waived by the Business Council or the terms of an approved WSR Lease, the Lessee of a WSR Lease must provide a performance bond. Unless otherwise agreed by the Business Council, the performance bond must be in an amount sufficient to secure Lessee's obligations under the WSR Lease, including:

- 6.20.1.1 the amount of the expected maximum annual rental payment and other compensation to the Tribe;

- 6.20.1.2 the cost of installing any required Permanent Improvements; and
- 6.20.1.3 the cost of removing any Permanent Improvements, which the WSR Lease requires to be removed, and to restore and reclaim the Premises, as and if required by the WSR Lease.
- 6.20.1.4 May take into account inflation and increased costs associated with removal, restoration and reclamation of the Premises.
- 6.20.2 The WSR Lease must specify the conditions upon which any adjustment in the amount of the bond may be made to reflect changing conditions.
- 6.20.3 The Lessee shall cause its Surety to provide any supporting documentation needed to show the bond is enforceable and the Surety is bound to perform under its terms.
- 6.20.4 The performance bond shall require the Surety to provide notice to the Lessee and the Tribe at least 60 days before any cancellation of the bond in order for the Lessee to provide an acceptable substitute performance bond. Lessee's failure to timely provide a satisfactory performance bond is a violation of the WSR Lease.

6.21 Sublease, Assignment and Leasehold Mortgage

Any Sublease, or Assignment or of a WSR Lease shall be subject to Section 5.5 of this Ordinance.

7. ADMINISTRATION

7.1 Generally

- 7.1.1 Except where required otherwise by agreement or applicable law, the Real Estate Department shall manage all Leases pursuant to this Ordinance.
- 7.1.2 The Business Council, or their designated representative, may incorporate in the terms and conditions of a Lease, a leasing management plan, or other lease policies that employ real estate management practices and addresses accounting, collections, monitoring, enforcement, relief and remedies, provided such plan or policies are consistent with the provisions of this Ordinance.

7.2 Accounting

- 7.2.1 The Tribal Accounting Department shall implement an accounting system that maintains accounts for payments, generates invoices, and establishes dates for when rate adjustments should be made.
- 7.2.2 The accounting system shall include the following information: name of Lessee, Lease number and type, due dates, amounts due, payments made, late charges, collection efforts, cancellation efforts, balance due, cumulative payments and cumulative balance due.

7.3 Administrative Fees

The Real Estate Department may charge fees for costs associated with issuing a Lease, Sublease, Assignment, amendment, Leasehold Mortgage or other administrative transactions. A schedule of fees shall be made available to prospective Lessees.

8. ENFORCEMENT

8.1 Generally

The Business Council shall have all powers necessary and proper to enforce on behalf of the Tribe the lease terms, applicable laws, ordinances, regulations, rules, policies, including any applicable leasing management plans or other lease policy incorporated in a Lease, including the power to enter the Premises at any time in the case of emergency and in the absence of an emergency at a reasonable time after reasonable notice for the purpose of inspecting the condition of the Premises and for verifying compliance by the Lessee with the Lease, and to assess penalties and late payments.

8.2 Defaults

8.2.1 If the Business Council determines the Lessee is in default, the Chairman or his designated representative shall send the Lessee a notice of default within five business days of such determination. The notice of default shall be provided by certified mail, return receipt requested.

8.2.2 Within 30 days after the mailing of a notice of default, the Lessee shall:

8.2.2.1 Cure the default and notify the Business Council in writing that the default has been cured;

8.2.2.2 Dispute the Business Council's determination that the Lease is in default and explain why the Lease should not be canceled; or

8.2.2.3 Request additional time to cure the default.

8.3 Remedies

8.3.1 If the Lessee fails to cure a default within the prescribed period, subject to the terms of the Lease, the Business Council may:

8.3.1.1 Cancel the Lease pursuant to this Ordinance;

8.3.1.2 Grant an extension of time to cure the default;

8.3.1.3 Pursue other remedies, including execution on bonds or collection of insurance proceeds;

- 8.3.1.4 Any combination of remedies listed above; or
- 8.3.1.5 Any other remedy set forth in the Lease and/or an applicable leasing management plan or lease policy incorporated in a Lease.
- 8.3.1.6 Notify the BIA, and request that it enforce the Lease provisions or cancel the Lease, pursuant to applicable law.
- 8.3.2 If the Business Council cancels a Lease, the Business 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:
 - 8.3.2.1 Explain the grounds for cancellation;
 - 8.3.2.2 Notify the Lessee of unpaid amounts, interest charges or late payment penalties due under the Lease;
 - 8.3.2.3 Notify the Lessee of its right to appeal; and
 - 8.3.2.4 Order the Lessee to vacate the premises within thirty (30) days after receipt of the cancellation letter, if an appeal is not filed by that time.
- 8.3.3 A cancellation shall become effective 31 days after receipt of a cancellation letter. The filing of an appeal shall not change the effective date of the cancellation unless the Tribal Court issues a stay of enforcement pursuant to Section 9.2.
- 8.3.4 If the Business 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.

8.4 Harmful or Threatening Activities

If a Lessee or other party causes or threatens to cause immediate and significant harm to the Premises, or undertakes unlawful activity thereon, the Business Council may take appropriate emergency action, including securing judicial relief.

8.5 Holdover

If a Lessee remains in possession of the Premises after the expiration or cancellation of a Lease, the Business Council shall treat such occupation as a trespass. The Business Council shall take action to recover possession and pursue additional remedies. Filing of any action shall be made pursuant to Tribal law, or alternatively the Tribe may make a written request to BIA for resolution under federal law.

8.6 Trespass

If a person occupies the Premises without the Business Council's approval, the Business Council

may pursue appropriate remedies, including the filing of a trespass action under Tribal law to regain possession.

9. APPEALS

9.1 Appeals

Unless an alternative appeals process is provided in the Lease, within 30 days after receipt of notice of an adverse determination made by the Business Council, the Lessee or interested party may appeal such determination. An appeal may be brought by filing the following information with the Tribal Court: 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.

9.2 Appeal Bond

If a stay of enforcement is sought, an appeal bond must be posted in an amount sufficient to protect the party whose remedy has been stayed from all financial losses that may occur as a result of the appeal. Appeal bond requirements shall not be separately appealed, but may be contested during the appeal.

9.3 Scope of Review

The Micosukee Tribal Court or other court of competent jurisdiction as agreed to by the parties shall review whether the determination was contrary to the provisions of this Ordinance or not supported by substantial evidence in the record. The decision of the Court shall be final.

10. ENVIRONMENTAL REVIEW PROCESS

10.1 Generally

Unless exempt under this requirement under this Ordinance, the Business Council shall not approve a Lease until the proposed Lease has completed the Environmental Review Process pursuant to this Section and applicable Tribal and environmental regulations. Business Council approval of a Lease without compliance with this Section shall be null and void.

10.2 Threshold Determination

10.2.1 Lease Not Subject to Environmental Review Process. If the Environmental Reviewer determines that the Project authorized by a proposed Lease does not have a Significant Effect on the Environment, the Lease is exempt from additional requirements of the Environmental Review Process, subject to the environmental record requirements of applicable Tribal environmental regulations.

10.2.2 Lease Subject to Environmental Review Process. If the Environmental Reviewer determines that the Project authorized by the Lease might be expected to have a Significant Effect on the Environment, the Lessee at the direction of the Business Council must fulfill, or cause to be fulfilled, the requirements of the Environmental

Review Process. The physical disturbances may be direct, such as land clearing, new building construction, or discharge of emission or effluent associated with the Project, or the effects may be indirect.

10.3 Action on Leasing Decision Subject to Completion of Environmental Review Process.

If the Environmental Reviewer determines that the Lease is subject to the Environmental Review Process, the Business Council may not consider the Lease until the Environmental Reviewer closes the Environmental Review Process in accordance with applicable federal and Tribal environmental regulations.

10.4 Environmental Review Process

10.4.1 Unless an exemption applies under this Ordinance Section 10.4.4, then, before the approval of any Lease, the Real Estate Department shall prepare or contract with a third party, at the sole expense of the Lessee, a comprehensive and adequate environmental impact report analyzing the potentially Significant Effect(s) on the Environment of the proposed action. The environmental impact report 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:

- (a) 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 commencement of the report;
- (b) All Significant Effects on the Environment of the proposed Lease; and
- (c) In a separate section:
 - 1. Any Significant Effect on the Environment that cannot be avoided if the Lease is executed;
 - 2. Any Significant Effect on the Environment that would be irreversible if the Lease is executed; and
 - 3. Any mitigation measures proposed, recommended, or required under applicable Tribal regulations or other applicable federal law.

10.4.2 In addition to the information required pursuant to Section 10.4.1, the Tribal Environmental Impact Report (TEIR) shall 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 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. When significant effects are identified, the Water Resources Department shall inspect the place of concern and issue a letter of inspection detailing their findings, which will be appended to the TEIR.

10.4.3 To the extent relevant, the TEIR may rely on data or analysis in an environmental review previously prepared under the National Environmental Policy Act.

10.4.4 Tribal Categorical Exclusions to Environmental Review include the following, subject to determination by the action agency of their applicability:

- (a) Administrative actions without direct physical consequences, which do not risk degrading the ecosystem; and
- (b) Emergency response preparations, including but not limited to the installation of fire lanes, hurricane preparations, etc.
- (c) Negotiating bilateral agreements
- (d) Granting licenses or permits to 3rd parties, where the licensed or permitted action either would not require a TEIR or would require a TEIR subsequent to the licensed or permitted action; and
- (e) Routine trail management and restoration; and
- (f) Nondestructive data collection; and
- (g) Invasive or nuisance species control; and
- (h) Protected species rehabilitation; and
- (i) Standard maintenance of road, docks, and other infrastructure that does not expand the footprint of the infrastructure, provided that all necessary sediment and drainage precautions are taken when the maintenance occurs within wetlands; and
- (j) Matters relating only to personnel, personnel management, and personnel services; and
- (k) Landscape and watershed restoration, including the removal of debris, when the restoration project has been otherwise approved by the MEPA; and
- (l) Official tribal community events; and
- (m) Events hosted by clans or camps; and
- (n) Sampling water, soil, flora, and fauna; and
- (o) Archaeological, historical, and cultural resource identification; and
- (p) Traditional cultural practices or events; and
- (q) Traditional agricultural practices and traditional construction; and
- (r) Projects which are ¼ acre or smaller and are not for commercial or governmental purposes; and
- (s) State, tribal, or federal agricultural best management practices otherwise recorded as such; and
- (t) Installation of pedestrian bridges and raised boardwalks which are no wider than 6 ft.

10.5 Notice of Completion of Draft TEIR

10.5.1 Within 30 days following the completion of the draft environmental impact report, the Real Estate Department shall file a copy of the draft TEIR and a Notice of Completion with the Tribe. The Real Estate Department shall also distribute the Notice of Completion and a copy of the draft report to the Tribe. 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 Real Estate Department will receive comments on the draft TEIR.

10.5.2 To satisfy the requirement for public notice and opportunity to comment under the Ordinance, the Business Council will provide public notice by at least one of the procedures specified below in addition to posting on the Tribe's publicly accessible website:

10.5.2.1 Publication of the Notice of Completion in a newspaper of general circulation in the area affected by the proposed Lease, with notice to the Public of the opportunity to comment on any Significant Effects on the Environment arising as a result of the proposed Project, and proposed or recommended mitigation measures addressing any such impacts; or

10.5.2.2 Posting of the Tribe's draft TEIR in the publicly accessible offices of the Tribe with notice to the Public of the opportunity to comment on any Significant Effects on the Environment of the proposed action.

10.6 Response to Public Comments; Conclusion of Environmental Review Process

10.6.1 After the 30-day comment period has ended, the Real Estate Department will review all comments received from the Public. Prior to the approval of the Lease, the Real Estate Department at the direction of the Business Council will provide responses to relevant and substantive public comments on any Significant Effects on the Environment arising as a result of the proposed Project and proposed or recommended mitigation measures addressing any such impacts. Notice of the availability of all responses will be posted in the offices of the Tribe and on the Tribe's publicly accessible website.

10.6.2 Upon review of the Significant Effects on the Environment by the Real Estate Department, publication of the draft TEIR and acceptance of public comments, the Environmental Review Process concludes, and the Business Council may approve or disapprove of the proposed Lease, subject to the appeal process provided in this Ordinance.

11. MISCELLANEOUS PROVISIONS

11.1 Severability

The provisions of this Ordinance are severable. Should any section or provision of this Ordinance be declared unconstitutional or otherwise invalid by any court of competent jurisdiction in a valid judgment or decree, such determination shall not affect the validity of the Ordinance as a whole, or any part thereof, other than the specific part declared to be unconstitutional or invalid.

11.2 Effective Date

11.2.1 Effective upon Enactment by Business Council and Secretary of the Interior Approval. This Ordinance shall be effective upon enactment by the Business Council and approval by the Secretary of the Interior.

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

11.3 United States Non-Liability

The United States shall not be liable for losses sustained by any party to a Lease executed pursuant to this Ordinance.

11.4 Sovereign Immunity Preserved

Nothing in this Ordinance shall be deemed as a waiver of the sovereign immunity of the Miccosukee Tribe of Indians of Florida or any of its enterprises, authorities, officers, agents, or employees, nor shall it be deemed as authorizing a suit for damages against the Tribe or any of its enterprises, authorities, officers, agents, or employees in any action arising under this Ordinance. The Tribe hereby specifically asserts sovereign immunity in any claim arising from this Leasing Ordinance and under no circumstances shall this Ordinance or any lease thereunder be construed to be a waiver of sovereign immunity unless specifically stated therein.

This Miccosukee Tribe of Indians of Florida Business Leasing Ordinance was approved by the Miccosukee Business Council by formal Resolution, MBC – 32-21, attached hereto, as evidenced by the signature of Talbert Cypress, Chairman and former Secretary of the Miccosukee Tribe of Indians of Florida.

This Miccosukee Tribe of Indians of Florida Business Leasing Ordinance was approved by the Miccosukee General Council by formal Resolution, MGC – 01-22, attached hereto, as evidenced by the signature of Talbert Cypress, Chairman and former Secretary of the Miccosukee Tribe of Indians of Florida.