

**Ione Band of Miwok Indians
Environmental Protection Statute**

SECTION:

1.1 Authority. This Statute is enacted by the Tribal Council pursuant to the powers vested to it under Article VII, Section 1, of the Constitution of the Ione Band of Miwok Indians of California, adopted on August 8, 2002, and approved by the Secretary of the Interior on September 6, 2002.

1.2 Scope. The scope of application of this Statute shall be limited to any Project undertaken on the Tribe's Indian lands within the meaning of IGRA or lands otherwise held in trust for the Tribe. This Statute shall apply to the extent the environmental review requirements of section 11.0 of the Compact remain valid and binding on the Tribe.

1.3 Purpose. The Purpose of this Statute is to adopt the tribal ordinance required under section 11.2 of the Compact that incorporates the processes and procedures required under section 11.0 of the Compact.

1.4 Definitions. Capitalized terms not otherwise defined in this Statute shall have the same meanings as used in the Compact Between the State of California and the Ione Band of Miwok Indians executed on August 3, 2020, and made effective as of December 11, 2020 (85 Fed.Reg. 80142), for the conduct of class III gaming pursuant to IGRA (the "Compact").

1.5 Short Title. This Statute shall be known and cited as the "Ione Band Environmental Protection Statute."

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2. Off-Reservation Environmental Impact Requirement Procedures. The Tribe shall not commence construction on any Project until the requirements of this Statute and any dispute resolution procedures related to the Project initiated pursuant to sections 11.0 or 13.0 of the Compact are completed.

- (a) If the scope of a Project would allow the Tribe to operate no more than a cumulative total of three-hundred forty-nine (349) Gaming Devices and upon the completion of the Project the Tribe will operate no more than a cumulative total of three hundred forty-nine (349) Gaming Devices in all of its Gaming Facilities, the procedures specified in Sections 3 through 5 of

this Statute and, if required under Section 5, subdivision (g), the Tribal Environmental Impact Document (TEID) procedures of Sections 6 through 10, shall apply to the Project.

- (b) If, upon the completion of a Project, the Tribe will operate a cumulative total of three hundred fifty (350) Gaming Devices or more in all its Gaming Facilities, the procedures specified in Sections 3 through 5 and, if required under Section 5, subdivision (g), the Tribal Environmental Impact Report (TEIR) procedures of Sections 10 through 17 shall apply to the Project.
- (c) Nothing herein shall preclude the Tribe from undertaking multiple activities that may constitute Projects.
- (d) To the extent any terms in this Statute are not defined in the Compact, they will be interpreted and applied consistent with the policies and purposes of the California Environmental Quality Act, California Public Resources Code section 21000 et seq. (CEQA) and the National Environmental Policy Act of 1969, 42 U.S.C. § 4332 et seq. (NEPA), provided that such interpretation or application shall be consistent with IGRA and the terms of the Compact.

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3. Activity Not a Project. The Tribe may determine that a proposed activity involving a physical change to the reservation environment, the principle purpose of which is directly related to the activities of the Gaming Operation, is not a Project because it will not cause a Significant Effect on the Off-Reservation Environment and the Tribe shall notify the State within thirty (30) days of that determination and the basis therefor. If the Tribe disagrees with the State's determination that the proposed activity is a Project, the Tribe and the State shall meet to resolve the issue within thirty (30) days after the Tribe receives the State's objections. If after the meeting the State continues to object to the Tribe's determination that the activity is not a Project, the matter shall be resolved in accordance with the dispute resolution provisions of Section 10.

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4. Categorical Exemptions.

- (a) Prior to the preparation of a TEID or a TEIR the Tribe may determine whether the Project falls within a Categorical Exemption included on the list of Categorical Exemption projects at Appendix C of the Compact. If the Project qualifies as a Categorical Exemption, the Project is exempt from the requirements of Sections 5 through 7 and Sections 11 through 17. In

determining whether a Categorical Exemption applies to a Project, the Tribe's findings shall be supported by substantial evidence.

- (b) A Categorical Exemption shall not be used for a Project where there is a reasonable possibility that the Project will have a Significant Effect on the Off-Reservation Environment due to unusual circumstances. Categorical Exemptions are also inapplicable when the cumulative impact of successive projects of the same type in the same area, over time is significant.
- (c) The Categorical Exemptions appearing on Appendix C of the Compact related to the classes of Projects defined as new construction or conversion of small structures at paragraph 3 (§ 15303), minor alterations to land at paragraph 4 (§ 15304), and accessory structures at paragraph 5 (§ 15311), are qualified by consideration of where the Project is to be located and a Project that is ordinarily insignificant in its impact on the off-reservation environment as provided in the classes of Projects in these paragraphs of Appendix C of the Compact may in a particularly sensitive environment be significant. Therefore, the classes of Projects in paragraphs 3 through 5 of Appendix C of the Compact subject to a Categorical Exemption are considered to apply in all instances, except where the Project may impact on an environmental resource of hazardous or critical concern that has been previously designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies.
- (d) The applicability of a Categorical Exemption to a Project shall not affect the validity or enforceability of an existing government-to-government agreement, if any, that addresses off-reservation impacts of the Gaming Facility. However, if the Tribe has accepted a continuing obligation to mitigate an off-reservation impact or impacts that is reflected in an existing government-to-government agreement, and the Project does not significantly reduce the activities and resultant impacts or need for services, a Categorical Exemption is not available unless the term of the government-to-government agreement, or any amendment to that agreement, is commensurate with the period of time associated with the ongoing impact or impacts. If the State demonstrates that there is an ongoing off-reservation impact or need for services from state or local jurisdictions attributable to the Gaming Facility, and the Tribe has not entered into a government-to-government agreement or otherwise addressed the off-reservation impact or need for services from state or local jurisdictions attributable to the operation of the Gaming Facility, or the off-reservation impact or impacts is demonstrated to exceed the scope of the impacts addressed in the existing government-to-government agreement, a Categorical Exemption is not available.

- (e) The Tribe shall notify the State in writing of a determination that the Project is subject to a Categorical Exemption, and the basis therefor, within thirty (30) days after the determination is made. If the State disputes the propriety of the Categorical Exemption and notifies the Tribe in writing within thirty (30) days after receipt of the Tribe's notification, the Tribe and the State shall meet within thirty (30) days after the Tribe receives the State's written objections to resolve the issue. If after the meeting the State continues to object to the Tribe's determination that the Project is subject to a Categorical Exemption, the matter shall be resolved in accordance with the dispute resolution provisions of Section 10.

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5. Initial Study, Negative Declaration, Mitigated Negative Declaration. If the Tribe determines that the Project is not subject to a Categorical Exemption and that the Project may cause a Significant Effect on the Off-Reservation Environment, the Tribe shall prepare an Initial Study. The Tribe shall use the checklist at Appendix B of the Compact for the Initial Study, and its findings shall be supported by substantial evidence. If, based upon the Initial Study, the Tribe determines that it is appropriate to do so, it may prepare a Negative Declaration or a Mitigated Negative Declaration for the Project.

- (a) A Negative Declaration or a Mitigated Negative Declaration shall include:
 - (1) A brief description of the Project;
 - (2) The location of the Project, shown on a map; and
 - (3) An attached copy of the Initial Study documenting reasons to support the finding that the Project will not have a Significant Effect on the Off-Reservation Environment.
- (b) A Negative Declaration shall also include:
 - (1) A proposed finding that the Project will not have a Significant Effect on the Off-Reservation Environment; and
 - (2) The factors considered during the Initial Study, including the reasons, based upon the Initial Study, that support the proposed finding of no Significant Effects on the Off-Reservation Environment.
- (c) A Mitigated Negative Declaration shall also include:

- (1) A description of proposed mitigation measures included in the Project to reduce the potential Significant Effects on the Off-Reservation Environment to a less-than-significant level; and
 - (2) The Tribe's commitment to enter into an enforceable binding letter agreement with the State under which the Tribe shall agree to perform the required mitigation.
- (d) The Tribe shall give notice by mail of its adoption of a Negative Declaration or a Mitigated Negative Declaration to the State, the State Clearinghouse in the Office of Planning and Research (State Clearinghouse), the State Gaming Agency, the California Department of Justice, Office of the Attorney General, the County board of supervisors (and if the Gaming Facility is, or is to be, located within the boundaries of an incorporated city, to the city council (City)), and to Interested Parties.
 - (e) If, within thirty (30) days after receipt of the Tribe's notice given under subdivision (d), the State, the County or the City request that the Tribe meet and confer with respect to the Negative Declaration or the Mitigated Negative Declaration, the Tribe shall meet with the requesting party or parties within thirty (30) days after the Tribe's receipt of the first such request.
 - (f) If after the meet and confer process provided in subdivision (e) the State objects to the Tribe's adoption of a Negative Declaration or a Mitigated Negative Declaration, and the State informs the Tribe in writing of any objection to the Tribe's determination and the basis upon which the State objects within fifteen (15) days after the meet and confer session, and the Tribe disagrees with the basis upon which the State objects that the Project is not properly subject to a Negative Declaration or a Mitigated Negative Declaration, the Tribe shall meet with the State to resolve the issue within thirty (30) days after the Tribe receives the State's objections. If after the meeting the State continues to object to the Tribe's adoption of a Negative Declaration or a Mitigated Negative Declaration, the matter shall be resolved in accordance with the dispute resolution provisions of Section 10.
 - (g) If the Tribe determines, based upon the Initial Study or at any time during the process for preparation and approval of a Negative Declaration or a Mitigated Negative Declaration that the off-reservation environmental effects of a Project cannot be mitigated to a level of insignificance, the Tribe shall proceed to prepare either a TEID if the Project meets the requirements of Section 2, subdivision (a), or a TEIR if the Project meets the requirements of Section 2, subdivision (b).

- (1) For a proposed TEID Project, the Tribe shall comply with Sections 6 and 7, with all applicable meet and confer and dispute resolution procedures required by Sections 7 through 10, and is subject to Section 17.
- (2) For a proposed TEIR Project, the Tribe shall comply with Sections 10 through 17 and with all applicable meet and confer and dispute resolution procedures provided therein.

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6. Off-Reservation Environmental Impacts of TEID Projects. For Projects subject to Section 2, subdivision (a), when the preparation of a TEID is required, the following requirements shall apply.

- (a) The TEID shall address, at a minimum, the impacts of the Project on the following: (i) air quality; (ii) water resources; (iii) traffic; (iv) public services; (v) hazardous materials; and (vi) noise.
- (b) So long as a document also meets the requirements of Section 7, the term “TEID” includes any environmental assessment, environmental impact report, or environmental impact statement prepared in conformity with this Statute, NEPA, or CEQA, as applicable.
- (c) If the Project is within the scope of the construction of the Gaming Facility identified as the preferred alternative in the document entitled “Final Environmental Impact Statement [for the] Ione Band of Miwok Indians 228.04-Acre Fee-to-Trust Land Transfer and Casino Project, Amador County, CA,” dated February 2009 (75 Fed. Reg. 49513, Aug. 13, 2010) (Final EIS), and approved as the preferred action alternative in the “Record of Decision [regarding the] Trust Acquisition of the 228.04-acre Plymouth Site in Amador County, California, for the Ione Band of Miwok Indians,” dated May 24, 2012 (77 Fed. Reg. 31871-31873, May 30, 2012), the Tribe may utilize the Final EIS, or relevant portions of the Final EIS, for purposes of fulfilling its obligations to prepare a draft TEID within the meaning of this Section; provided that the Tribe fulfills all notice and other obligations required by Section 7; provided further that the Tribe will supplement the analysis and conclusions in the Final EIS with new or revised studies based on final plans for the Project for purposes of the Final TEID required by Section 7, and to inform the negotiations for the Tribe’s letter agreement with the State pursuant to Section 7, subdivision (m).

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7. **TEID Procedures.** Before commencement of a Project meeting the requirements of Section 2, subdivision (a), the Tribe shall:

- (a) Give written notice to the State, the State Clearinghouse, the State Gaming Agency, the California Department of Justice, Office of the Attorney General, the County (and if the Gaming Facility is located, or is to be located, within the boundaries of an incorporated city, to the City), and Interested Parties; and inform the public of the planned Project through posting on a publicly accessible website or similarly accessible medium and publication at least one (1) time in a newspaper of general circulation in the area of the Project.
- (b) Take appropriate actions under this Statute to determine whether the Project may have any Significant Effects on the Off-Reservation Environment.
- (c) If it is determined that the Project does not meet the criteria for a Categorical Exemption, Negative Declaration or Mitigated Negative Declaration, the Tribe shall prepare a draft TEID. The draft TEID shall include, among other things:
 - (1) A description of the physical environmental conditions in the vicinity of the Project (the environmental setting and baseline conditions), as they exist at the time the draft TEID is prepared;
 - (2) A detailed description of proposed mitigation measures to address all identified Significant Effects on the Off-Reservation Environment and whether any proposed mitigation would not be feasible;
 - (3) If the Project is determined to have a Significant Effect on the Off-Reservation Environment for which there is no feasible mitigation, the TEID will consider alternatives in both location and scope, provided that the TEID need not address a “no project” alternative or alternatives that would cause the Tribe to forgo its right to engage in, or reduce the scale of, the Gaming Activities authorized by the Compact on its Indian lands, or require amendment or reconsideration of any existing tribal land-use plans; and
 - (4) Any direct growth-inducing impacts of the Project.
- (d) For the purpose of receiving and responding to comments, submit the draft TEID to the State Clearinghouse, the State Gaming Agency, the California

Department of Justice, Office of the Attorney General, the County (or if the Gaming Facility is or is to be located within the boundaries of a city, to the City) and to Interested Parties, and post on the Tribe's website for other members of the public, all of whom shall have at least thirty (30) days after receipt of the draft TEID, to submit written comments to the Tribe on the draft TEID.

- (e) Consult with the County (and, if the Project is within a city, with the City) (collectively, the "Board"), and if requested by the Board, meet to discuss mitigation of Significant Effects on the Off-Reservation Environment.
- (f) Conduct a public meeting and provide an opportunity for public comment, including but not limited to those members of the public residing off-reservation within the vicinity of the Project such as might be affected by the Project, after which the public shall have thirty (30) days to submit written comments to the Tribe on the draft TEID.
- (g) If the draft TEID identifies significant adverse traffic impacts to any portion of the state highway system or facilities (Traffic Impacts) under the jurisdiction of the California Department of Transportation (Caltrans) that are directly attributable to the Project, the Tribe shall give written notice to Caltrans of the Tribe's willingness to meet and confer with Caltrans for the purpose of developing measures that will mitigate the identified Traffic Impacts.
- (h) No sooner than thirty (30) days after the conclusion of the comment periods, prepare a final TEID (Final TEID), giving due consideration to the comments, if any, received from the State, the Board, Caltrans, and members of the public. The Final TEID shall consist of:
 - (1) The draft TEID or a revision of the draft;
 - (2) Comments and recommendations received on the draft TEID either verbatim or in summary;
 - (3) A list of persons, organizations, and public agencies commenting on the draft TEID;
 - (4) The Tribe's responses to significant environmental issues raised in the review and consultation process, reflecting the Tribe's good-faith, reasoned analysis and consideration of each substantive comment bearing on any Significant Effect on the Off-Reservation Environment;

- (5) Subject to subdivisions (i)(1) and (k), proposed measures to mitigate each Significant Effect on the Off-Reservation Environment identified in the Final TEID; and
 - (6) Any other information.
- (i) Prepare a decision (the “Report and Decision”) regarding the Project in accordance with this Statute. The Report and Decision shall, at a minimum, address the following:
- (1) The timely mitigation of any Significant Effects on the Off-Reservation Environment where such effect is attributable, in whole or in part, to the Project, unless the Tribe has determined pursuant to subdivision (k) that the particular mitigation is infeasible, taking into account economic, environmental, social, technological, or other considerations.
 - (2) Mitigation of any effect on public safety or public services attributable to the Project, including the possibility of compensation for law enforcement, fire protection, emergency medical services and any other public services, to the extent such services are to be provided by the County (and, if the Project is within a city, the City) and its special districts to the Tribe for the purposes of serving the Gaming Facility.
- (j) Within twenty (20) days after the Report and Decision is finalized, notice of availability of the Final TEID and the Report and Decision shall be published at least one (1) time in a newspaper of general circulation in the area of the Project and a copy of the Report and Decision shall be published on the Tribe’s website, if any, and submitted to the State Clearinghouse, the State Gaming Agency, the California Department of Justice, Office of the Attorney General, the Board, and if subdivision (g) applies, Caltrans.
- (k) The Report and Decision may include a determination by the Tribe that some unmitigated Significant Effects on the Off-Reservation Environment are unavoidable but acceptable after balancing the economic, legal, social, technological, or other benefits of the Project to the Tribe and the surrounding community, against its unavoidable environmental risks. If the specific economic, legal, social, technological, or other benefits of a Project outweigh the unavoidable Significant Effects on the Off-Reservation Environment, the Report and Decision shall be considered acceptable if:

- (1) The Report and Decision identifies the specific overriding economic, legal, social, technological or other consideration(s) at issue;
- (2) The determination that the unavoidable Significant Effects on the Off-Reservation Environment are outweighed by the overriding consideration(s) is supported by substantial evidence in the record upon which the Report and Decision is based;
- (3) Alternative means, if feasible, to address the unavoidable Significant Effects on the Off-Reservation Environment to the community adversely affected by those effects have been adopted and implemented; and
- (4) All other mitigation measures identified in the Final TEID that are feasible are adopted and implemented.

If the State disputes the propriety of a determination of infeasibility made under this subdivision, the dispute shall be resolved using the dispute resolution procedures set forth in Section 10.

- (l) If implementation of certain identified mitigation measures for which the Tribe proposes to be responsible would require cooperation by a non-tribal government agency, and that agency fails, refuses, or is unable to cooperate in the implementation of those mitigation measures, the Tribe shall so notify the State in writing, and shall be relieved of only those mitigation obligations until the relevant non-tribal government agency has taken the action(s) necessary for the Tribe to implement those measures. If the State disagrees with the Tribe's determination that the non-tribal government agency has failed, refused, or was unable to cooperate in the implementation of those mitigation measures or the Tribe's determination that the mitigation measures require a non-tribal government agency's cooperation, the Tribe and the State shall meet within thirty (30) days after the Tribe receives the State's objections to resolve the issue. If after the meeting the State objects in writing to the Tribe's determination that the non-tribal government agency has failed, refused, or was unable to cooperate in the implementation of those mitigation measures or the Tribe's determination that the mitigation measures require a non-tribal government agency's cooperation, the dispute shall be resolved using the dispute resolution procedures set forth in Section 10.
- (m) Upon the Tribe's issuance of the Report and Decision satisfactory to the State, before the Tribe may commence construction of the Project the Tribe and the State shall enter into a binding and enforceable letter agreement

(Mitigation Agreement) under which the Tribe shall agree to perform the mitigation and other obligations required by the Report and Decision.

- (n) During the conduct of a Project, the Tribe shall use reasonable efforts to keep the Board and potentially affected members of the public apprised of the Project's progress.

SECTION:

8. TEID Dispute Resolution. If invoked by the Board or Caltrans, the Tribe shall comply with the dispute resolution procedure in section 11.8 of the Compact before the Tribe begins construction of a Project meeting the requirements of Section 2, subdivision (a).

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9. State TEID Environmental Review Dispute Resolution Process. Environmental review disputes between the Tribe and the State that are unresolved using the procedures of section 11.8, subdivision (d) of the Compact shall be resolved using the Environmental Review Dispute Resolution Process in section 11.9 of the Compact (ERDR Process).

SECTION:

10. State and Tribe's Dispute Resolution Process. Disputes between the Tribe and the State that are expressly made subject to this Section 10 shall be resolved using the process in section 11.10 of the Compact.

SECTION:

11. Tribal Environmental Impact Report for TEIR Projects. For Projects subject to Section 2, subdivision (b), when the preparation of a TEIR is required, the following requirements shall apply:

- (a) Before the commencement of the Project, the Tribe shall cause to be prepared a comprehensive and adequate TEIR, analyzing the potentially Significant Effects on the Off-Reservation Environment of the Project pursuant to the process set forth in Sections 3 through 5 and 11 through 17; provided, however, that information or data that is relevant to the TEIR and is a matter of public record or is generally available to the public need not be repeated in its entirety in the TEIR, but may be specifically cited as the source for conclusions stated therein; and provided further that such information or data shall be briefly described, that its relationship to the

TEIR shall be indicated, and that the source thereof shall be reasonably available for inspection at a public place or public building. The TEIR shall provide detailed information about the Significant Effect(s) on the Off-Reservation Environment that the Project is likely to have, including each of the matters set forth in Appendix B, shall list ways in which the Significant Effects on the Off-Reservation Environment might be minimized, and shall include a detailed statement setting forth all of the following:

- (1) A description of the physical environmental conditions in the vicinity of the Project (the environmental setting and baseline conditions), as they exist at the time the notice of preparation is issued;
- (2) All Significant Effects on the Off-Reservation Environment of the Project;
- (3) In a separate section:
 - (A) Any Significant Effect on the Off-Reservation Environment that cannot be avoided if the Project is implemented;
 - (B) Any Significant Effect on the Off-Reservation Environment that would be irreversible if the Project is implemented;
- (4) Mitigation measures proposed to minimize Significant Effects on the Off-Reservation Environment, including, but not limited to, measures to reduce the wasteful, inefficient, and unnecessary consumption of energy;
- (5) If the Project is identified to have Significant Effects on the Off-Reservation Environment for which there is no feasible mitigation, the TEIR will consider alternatives in both location and scope, provided that the TEIR need not address a “no project” alternative or alternatives that would cause the Tribe to forgo its right to engage in or reduce the scale of the Gaming Activities authorized by this Compact on its Indian lands or require amendment or reconsideration of any existing tribal land use plans;
- (6) Whether any proposed mitigation would be infeasible, taking into account economic, environmental, social, technological, or other considerations;

- (7) Any direct growth-inducing impacts of the Project; and
 - (8) Whether the proposed mitigation would be effective to substantially reduce the potential Significant Effects on the Off-Reservation Environment.
- (b) The TEIR shall contain a statement indicating the reasons for determining that various effects of the Project on the off-reservation environment with respect to the matters set forth in Appendix B of the Compact are not significant and consequently have not been discussed in detail in the TEIR.
 - (c) The TEIR shall clearly identify and describe the Significant Effects on the Off-Reservation Environment, including each of the items on Appendix B of the Compact, giving due consideration to both the short-term and long-term effects.
 - (d) The TEIR's discussion of mitigation measures shall describe feasible measures that could minimize Significant Effects on the Off-Reservation Environment, and shall distinguish between the measures that are proposed by the Tribe and measures proposed by others. Where several measures are available to mitigate an effect, each should be discussed and the basis for selecting a particular measure should be identified. Formulation of mitigation measures should not be deferred until some future time.
 - (e) If required by subdivision (a)(5), the TEIR must include sufficient information about each alternative to allow meaningful evaluation, analysis, and comparison.
 - (f) The TEIR shall contain an index or table of contents and a summary, which shall identify each Significant Effect on the Off-Reservation Environment with proposed measures and alternatives that would reduce or avoid that effect, and issues to be resolved, including the choice among alternatives and whether and how to mitigate the Significant Effects on the Off-Reservation Environment.
 - (g) Previously approved land use documents, including, but not limited to, general plans, specific plans, and local coastal plans, may be used in the cumulative impact analysis.
 - (h) If the Project is within the scope of the construction of the Gaming Facility identified as the preferred alternative in the Final EIS, as defined in Section 6, subdivision (c), the Tribe may utilize the Final EIS, or relevant portions of the Final EIS, for purposes of fulfilling its obligations to prepare a draft

TEIR within the meaning of Sections 11 through 13; provided that the Tribe fulfills all notice and other obligations required by those sections; provided further that the Tribe will supplement the analysis and conclusions in the Final EIS with new or revised studies based on final plans for the Project for purposes of the Final TEIR required by Section 14 and to inform the negotiations for an intergovernmental agreement pursuant to section 11.15 of the Compact.

SECTION:

12. Notice of Preparation of Draft TEIR.

- (a) Upon commencing the preparation of the draft TEIR, the Tribe shall issue a notice of preparation to the State Clearinghouse, the State Gaming Agency, the County (and if the Gaming Facility is, or is to be, located within the boundaries of an incorporated city, to the City), the California Department of Justice, Office of the Attorney General, and all Interested Persons. The Tribe shall also post the notice of preparation on its website. The notice of preparation shall provide all Interested Persons with information describing the Project and its potential Significant Effects on the Off-Reservation Environment sufficient to enable Interested Persons to make a meaningful response or comment. At a minimum, the notice of preparation shall include all of the following information:
- (1) A description of the Project;
 - (2) The location of the Project shown on a detailed map, preferably topographical, and on a regional map; and
 - (3) The probable off-reservation environmental effects of the Project.
- (b) The notice of preparation shall also inform Interested Persons of the preparation of the draft TEIR and shall inform them of the opportunity to provide comments to the Tribe within thirty (30) days of the date of the receipt of the notice of preparation by the State Clearinghouse and the County. The notice of preparation shall also request Interested Persons to identify in their comments the off-reservation environmental issues and reasonable mitigation measures that the Tribe should analyze in the draft TEIR.

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13. Notice of Completion of Draft TEIR.

- (a) No less than thirty (30) days following the receipt of the notice of preparation by the State Clearinghouse and the County, the Tribe shall file a copy of the draft TEIR and a notice of completion with the State Clearinghouse, the State Gaming Agency, the County (and if the Gaming Facility is, or is to be, located within the boundaries of an incorporated city, to the City), the California Department of Justice, Office of the Attorney General, and all Interested Persons. The Tribe shall also post the notice of completion and a copy of the draft TEIR on its website. The notice of completion shall include all of the following information:
 - (1) A brief description of the Project;
 - (2) The proposed location of the Project;
 - (3) An address where copies of the draft TEIR are available; and
 - (4) Notice of a period of forty-five (45) days during which the Tribe will receive comments on the draft TEIR.

- (b) The Tribe will submit ten (10) copies each of the draft TEIR and the notice of completion to the County (and if the Gaming Facility is, or is to be, located within the boundaries of an incorporated city, to the City), which will be asked to post public notice of the draft TEIR at the office of the County Board of Supervisors and/or the City and to furnish the public notice and a copy of the draft TEIR to the public libraries serving the County and/or the City. The Tribe shall serve in a timely manner the notice of completion to all Interested Persons. As an alternative to paper copies, the Tribe and the County and/or the City may agree that an electronic copy of the draft TEIR and notice of completion may be posted on the Tribe's website and submitted by the Tribe to the County and/or the City. In addition, the Tribe will provide public notice by the procedures specified below:
 - (1) Publication on the Tribe's website;
 - (2) Publication at least one (1) time by the Tribe in a newspaper of general circulation in the area affected by the Project. If more than one (1) area is affected, the notice shall be published in the newspaper of largest

circulation from among the newspapers of general circulation in those areas; and

(3) Direct mailing by the Tribe to the owners and occupants of property adjacent to, but outside, the Indian lands on which the Project is to be located. Owners of such property shall be identified as shown on the latest equalization assessment roll.

SECTION:

14. Issuance of Final TEIR. The Tribe shall prepare, certify and make available to the County, the City if applicable, the State Clearinghouse, the State Gaming Agency, the California Department of Justice, Office of the Attorney General, and all Interested Persons (and, in the event potentially significant traffic impacts are identified in the final TEIR, to Caltrans), at least fifty-five (55) days before the completion of negotiations pursuant to section 11.15 of the Compact a final TEIR (Final TEIR).

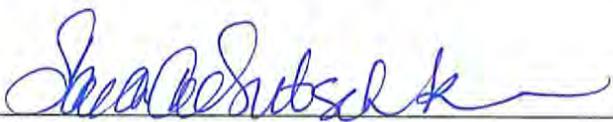
- (a) The Final TEIR shall consist of:
 - (1) The draft TEIR or a revision of the draft;
 - (2) Comments and recommendations received on the draft TEIR either verbatim or in summary;
 - (3) A list of persons, organizations, and public agencies commenting on the draft TEIR; and
 - (4) The responses of the Tribe to significant environmental points raised in the review and consultation process, reflecting the Tribe's good-faith, reasoned analysis and consideration of each substantive comment bearing on any off-reservation environmental impact.

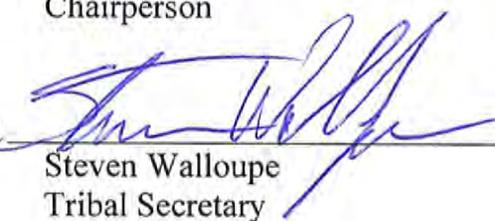
- (b) The Final TEIR may include a determination by the Tribe that some unmitigated Significant Effects on the Off-Reservation Environment are unavoidable but acceptable after balancing the economic, legal, social, technological, or other benefits of the Project to the Tribe and the surrounding community, against its unavoidable environmental risks. If the specific economic, legal, social, technological, or other benefits of a Project outweigh the unavoidable Significant Effects on the Off-Reservation Environment, the Final TEIR shall include all the following:
 - (1) The specific overriding economic, legal, social, technological or other consideration(s) at issue;

- (2) The determination that the unavoidable Significant Effects on the Off-Reservation Environment are outweighed by the overriding consideration(s) is supported by substantial evidence in the record upon which the Final TEIR is based;
 - (3) Alternative means, if feasible, to address the unavoidable Significant Effects on the Off-Reservation Environment to the community adversely affected by those effects have been adopted and implemented; and
 - (4) All other mitigation measures identified in the Final TEIR that are feasible are adopted and implemented.
- (c) If the Tribe makes a determination pursuant to subdivision (b), a Project may proceed only if such a determination is supported by substantial evidence and there is an agreement with the local affected jurisdiction(s) pursuant to section 11.15, subdivision (a)(1) of the Compact and/or, where appropriate, Caltrans, pursuant to section 11.15, subdivision (b) of the Compact, that the impacts to the affected community have been balanced with appropriate and commensurate benefits to the community. Substantial evidence includes facts, reasonable assumptions predicated upon facts, and expert opinions supported by facts. Substantial evidence is not argument, speculation, unsubstantiated opinion or narrative, or evidence which is clearly inaccurate or erroneous. If the State disputes the propriety of a determination of infeasibility made under subdivision (b), the dispute shall be resolved using the dispute resolution procedures set forth in Section 10.
- (d) Any other information.

CERTIFICATION

We, the undersigned duly elected officials of the Ione Band of Miwok Indians, certify that the foregoing Ione Band Environmental Protection Statute was adopted by the Tribal Council pursuant to Resolution No. 2023-06 at a duly called meeting of the Tribal Council on this 19th day of April, 2023, at which a quorum was present, by a vote of 5 yes, 0 no, 0 abstentions.

By: 
Sara Dutschke
Chairperson

By: 
Steven Walloupe
Tribal Secretary