



# SUSANVILLE INDIAN RANCHERIA

**ORDINANCE NO. 2006-002**

## **THE SUSANVILLE INDIAN RANCHERIA RESIDENTIAL LAND ASSIGNMENT ORDINANCE**

### TABLE OF CONTENTS

TABLE OF CONTENTS.....	1
SECTION 1 AUTHORITY AND PURPOSE.....	2
SECTION 2 DEFINITIONS.....	2
SECTION 3 GENERAL ASSIGNMENT POLICY.....	3
SECTION 4 ASSIGNMENT ELIGIBILITY REQUIREMENTS.....	7
SECTION 5 PROCEDURE FOR GRANTING ASSIGNMENTS.....	7
SECTION 6 PROCEDURE FOR TERMINATION OF ASSIGNMENTS AND REMOVING PERSONS FROM THE SIR.....	8
SECTION 7 EFFECTIVE DATE.....	11
SECTION 8 AMENDMENTS.....	11
TRIBAL CERTIFICATION.....	11

**ASSIGNMENT ORDINANCE  
SUSANVILLE INDIAN RANCHERIA**

**SECTION 1. AUTHORITY AND PURPOSE**

The General Council hereby enacts this Assignment Ordinance in accordance with Article VI, of the Constitution of the Susanville Indian Rancheria, as approved by the Secretary of Interior July 13, 2005. This Ordinance shall supercede any previous Assignment Ordinances.

**SECTION 2. DEFINITIONS**

Whenever used in this assignment ordinance the following terms shall have the meaning provided in this Section 2.

- 2.1 Assignee means the holder of an Assignment.
- 2.2 Assignment means a formal right to use Rancheria land subject to the conditions set forth in this assignment ordinance.
- 2.3 Certificate of Assignment (“C of A”) means a document issued to Assignees constituting evidence of the Assignment which includes a legal description of the property assigned, names of person(s) to whom the parcel is assigned, any designated successor to the Assignee, and any terms and conditions of occupancy, signed by the Tribal Chairperson and Secretary/Treasurer.
- 2.4 Assignment Committee means a three person committee consisting of adult Tribal Members selected by the Tribal Business Council who will serve for staggered terms of two (2) years. The Assignment Committee will make recommendations and take actions as further provided in this Ordinance. A quorum of the Assignment Committee consists of three members and all decisions shall be made by a majority of a quorum.
- 2.5 General Council means the governing body of the Tribe composed of enrolled members of the Susanville Indian Rancheria who are 18 years or older.
- 2.6 Head of Household means an individual Tribal Member living alone or a Tribal Member who maintains his or her home as a household and is regarded by other residents of the home as the primary source of income for or the head of the household.
- 2.7 Housing Authority means the Susanville Indian Rancheria Housing Authority or its successor

- 2.8 Other Tribes or bands means other federally recognized Indian tribes.
- 2.9 Rancheria land means lands owned in trust by the United States of America for the Tribe.
- 2.10 Successor means a person designated by an Assignee to whom the Tribe shall issue a C of A in the event of the original Assignee's death or mental/physical incapacity.
- 2.11 Tribal Business Council ("TBC") means the governing body of the Tribe composed of its elected officials consisting of a Chairperson, Vice-Chairperson, Secretary/Treasurer, and four (4) members.
- 2.12 Tribal Member means an enrolled member of the Tribe who is 18 years old or older, or who is an emancipated minor under the California Family Law Act or tribal law.
- 2.13 Tribe means the Susanville Indian Rancheria of California, a federally recognized Indian tribe and the beneficial owner of lands held in trust for the Tribe by the United States of America.

### SECTION 3. GENERAL ASSIGNMENT POLICY

- 3.1 Recognized Assignments. Assignments made and approved pursuant to the Assignment Ordinance of July 17, 1969, and not relinquished or cancelled, are recognized as binding and are hereby ratified, and Assignees under this section shall be issued a Certificate of Assignment for that Assignment as provided in Section 5.3.
- 3.1.1 Homeowners under a Mutual Help and Occupancy Agreement ("MHOA") with the Housing Authority who have received a conveyance of the house constructed under the MHOA shall receive an Assignment for the lot or parcel where the house is located, if the Assignee is eligible for an assignment and is in compliance with this Ordinance at the time the Ordinance is approved by the General Council.
- 3.1.2 Any Assignment issued prior to the Effective Date of this Ordinance shall be deemed cancelled and of no further force or effect, as of the effective date of this Ordinance, under any of the following circumstances:
- A. The Assignee has notified the Tribe that he or she has relinquished his or her interest in the Assignment;

- B. The Assignee has abandoned the Assignment by failing to reside on the Assignment for a continuous period of six (6) months or more;
- C. The Assignee has been evicted from a Mutual Help Home constructed on the Assignment.

- 3.2 Assignment Interests. An Assignment does not vest title to assigned land to the Assignee but is a use right granted to him/her by the Tribe which may not be sold or inherited and which terminates upon relinquishment or cancellation of the Assignment or upon the death of the Assignee.
- 3.3 Non-Transferability. An Assignment may not be transferred, assigned, or exchanged without the approval of the Tribe in accordance with this Ordinance.
- 3.4 Approval of Transfer of an Assignment. An Assignee may designate a Successor in the event of the Assignee's death and the Tribal Business Council will honor that designation, if (1) the designation is contained in a Will (valid under California or tribal law) or in a writing filed with the Tribal Secretary/Treasurer; (2) the designated Successor is eligible for an Assignment; and (3) the Tribal Business Council does not have good cause to believe that the Successor is likely to use the Assignment in violation this Ordinance. A surviving spouse who is not eligible for an Assignment may receive an Assignment, notwithstanding (2) above, if he or she is responsible for the care of minor children of the Assignee, who are enrolled members of the Tribe or are eligible for enrollment, and are living on the Assignment with the surviving spouse, provided that the surviving spouse makes an application for the Assignment within 90 days from the date of death of the Assignee. The Assignment to such a surviving spouse shall terminate when the youngest minor child, living with the surviving spouse, reaches the age of 18 years, or if the surviving spouse no longer has custody of any of the Assignee's minor children who are members or eligible for membership in the Tribe, whichever occurs first. In the event of a conflict among Wills or designations filed with the Tribal Secretary, the most recent document shall prevail. A designation of a successor for an Assignment with improvements on the Assignment belonging to the Assignee must designate the same Successor for both the land and the improvements.
- 3.5 Relinquishment. An Assignee may relinquish his/her assignment at any time by giving written or formal notice to the Tribal Secretary.
- 3.6 Leases, Easements or Rights-of-Way. Leases, Easements, or Rights-of-Way of Rancheria lands are subject to Federal laws and regulations and

may be granted only with the consent of the Tribal Business Council, and with the approval of the Secretary of Interior or authorized representative.

3.7 Improvements. All dwellings, buildings and home improvements shall be constructed of durable material in a substantial, workmanlike, and presentable manner and shall be constructed in accordance with the building standards and occupancy requirements of the current editions of the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code and the Uniform Electrical Code, as well as any tribal zoning, building, health and safety codes. Improvements of the following character placed on the Assignment by the Assignee, including houses constructed under an MHOA or similar agreement or with a federally guaranteed loan secured by a leasehold mortgage, shall be considered personal property belonging to the Assignee and may be removed, sold, bequeathed, willed or inherited: houses, garages, barns, sheds, interior fences, crops, household items, and personal belongings (“Assignee Property”). Other improvements such as exterior fences, underground water and sewage systems, trees, shrubs, and betterments of similar nature attached to the land, even though placed on the property by the Assignee, shall be considered part of the real property and shall become the property of the Tribe upon relinquishment, cancellation or other termination of the Assignment (“Tribal Property”).

3.8 Homes under Contract.

3.8.1 MHOA Contracts. Any Tribal Member, who enters a Mutual Help and Occupancy Agreement (“MHOA”) or other lease-to-own type of agreement with the Housing Authority or the Tribe, where the house which is the subject of the agreement is or will be constructed on an Assignment, must arrange for the conditional relinquishment of the Assignment, on a form approved by the Tribal Business Council, which relinquishment will remain in effect during the term of the MHOA or other lease-to-own agreement. The relinquishment will become permanent, if the Tribal Member breaches the MHOA and is evicted from the house as a result. The Assignment will be reinstated automatically without further action by the Tribal Business Council upon conveyance of legal title to the house to the Homebuyer and termination of the MHOA or other agreement. Houses constructed and administered under an MHOA or similar agreement and located on an Assignment become a part of the personal property belonging to the Assignee, when the Assignee acquires title to those improvements pursuant to the terms and conditions of the MHOA or other agreement. Prior to that time, such improvements are the property of the Tribe or the Housing Authority.

- 3.8.2 Conventional Loan Agreement/Promissory Note, Federally Guaranteed Loan/Security Interests in Assignments. An Assignee may create a security interest in an Assignment, if required to obtain a loan to construct a house on the Assignment. In order to create a security interest, the Assignee may enter into a lease with the Tribe in a form approved by the Tribal Business Council, which will supercede the possessory interests of the Assignee under the Assignment. The lease will terminate and the Assignee will automatically recover the possessory interest in the Assignment without further action by the Tribal Business Council, when the assignee repays the loan and associated interest and fees. Upon termination of the lease as a result of repaying the loan, the Assignment will be reinstated. The lease will authorize a leasehold mortgage in favor of a lender as security for the loan, which may be enforced in accordance with tribal law.
- 3.9 Abandonment of Assignment. An Assignment may be considered abandoned if the Assignee has not occupied the Assignment either himself or through a lawful tenant or subtenant for a period of twelve consecutive months. The burden of proof is on the Assignee to establish continuous residence, the sufficiency of such evidence to be determined by the Tribal Business Council. The Tribe may waive this requirement if a special circumstance has been demonstrated.
- 3.10 Temporary Use Agreements. The Tribe may in its discretion grant privileges of temporary occupancy to Indians not having a valid assignment or to such other classes of persons as may be defined by the Tribe. Terms of such temporary occupancy shall be defined by the Tribe; provided, the person authorized to use the Assignment on a temporary basis enters a written agreement with the Tribe and the temporary use of the assignment is limited to a maximum initial term of two years, subject to an extension only after review by the Tribal Business Council.
- 3.11 Exclusive Use. After an assignment has been in effect for twenty (20) years in full compliance with this Ordinance, an Assignee may make any use of the Assignment permitted under Tribal and Federal law without prior approval of the Tribe, provided such use complies with all tribal and federal requirements. Notwithstanding any other provision of this Ordinance to the contrary, an Assignee may allow others to occupy his or her assignment with or without compensation, but only on a month-to-month basis and for no longer than five years without permission granted by the Tribal Business Council.

#### SECTION 4 ASSIGNMENT ELIGIBILITY REQUIREMENTS

To be initially eligible for an Assignment the applicant must meet all of the following requirements:

- 4.1 Membership. He or she must be an enrolled member of the Tribe.
- 4.2 Interests in other properties. An applicant for an Assignment must disclose any interests in other property, including beneficial interests in other trust land, when applying for the Assignment. Such other interests may be considered in acting on the application, but shall not automatically disqualify an applicant for an Assignment.
- 4.3 Minimum Age. An applicant for an Assignment must eighteen (18) years of age, legally emancipated or living with an adult who will agree to take responsibility until the applicant reaches the age of eighteen (18) for insuring that the Assignment is used in compliance with this ordinance,
- 4.4 Head of Household. He or she must be the Head of Household or the spouse of the Head of Household.
- 4.5 Ineligibility. An applicant is ineligible for an Assignment, if he or she is officially enrolled with another Tribe or Band.

#### SECTION 5 PROCEDURES FOR GRANTING ASSIGNMENTS

- 5.1 Applications. All applicants must file a written application for assignment with the Assignment Committee on a form approved by the Tribal Business Council.
- 5.2 Application Review. The Assignment Committee shall review all applications in the order in which they are received to determine whether they are properly prepared and to verify whether the applicants meet all eligibility requirements of this Ordinance.
- 5.3 Tribal Business Council Approval. Except for Assignments ratified or granted under Sections 3.1 and 3.8 of this Ordinance, the Assignment Committee shall, within 90 days of their receipt, forward all eligible applications for an Assignment to the Tribal Business Council with a recommendation for approval or disapproval. A C of A shall be signed and issued upon approval of an application by a vote of not less than five (5) out of the seven (7). Tribal Business Council members. The Tribal Business Council shall make the decision at a hearing conducted during a regular or special meeting. The applicant must receive notice of the time, date and location of the hearing not less than ten (10) days prior to the hearing date. The applicant shall have the right to address the Tribal

Business Council at the hearing and to present evidence and argument in support of the application. The Assignment Committee is hereby authorized to issue C of A's without further action by the Tribal Business Council to Assignees whose Assignments are ratified or approved pursuant to Section 3.1 or 3.8 of this Ordinance.

- 5.4 Appeal to General Council. In any case where the Tribal Business Council denies or fails to approve an application, the applicant may appeal the decision to the General Council. A written notice of appeal must be filed with the Tribal Secretary within twenty (20) days after the Tribal Business Council gives the applicant notice of its decision. The appeal shall be heard by the General Council within 30 days after the notice of appeal is filed. The Tribal Chairperson must provide notice of a special General Council meeting in accordance with tribal law. The meeting must be scheduled within the required 30 days. If the General Council fails to meet with a quorum present within said 30 days, the decision of the Tribal Business Council shall become final for the Tribe.
- 5.5 Record of Action. The Assignment Committee shall maintain a record of all actions taken on each application. The file shall be located at the Tribal Office and shall be reviewed annually by the Secretary/Treasurer of the Susanville Indian Rancheria.

## SECTION 6 PROCEDURES FOR TERMINATION OF ASSIGNMENT

- 6.1 An Assignment may be subject to cancellation by the Tribal Business Council in the event the assignee, his/her guests, invitees, or members of his/her household commit any of the following violations:
- 6.1.1 Transferring, assigning, or exchanging an assignment without the approval of the Tribal Business Council.
  - 6.1.2 Illegally granting leases, easements or rights-of-way.
  - 6.1.3 Using the Premises for unlawful purposes.
  - 6.1.4 Engaging in or permitting on the Assignment any illegal or criminal activity, including drug related criminal activities, or laws relating to the sexual or other abuse or neglect of children.
  - 6.1.5 Failure to initially improve and occupy the Assignment within eighteen months after a C of A is issued to the Assignee under this Ordinance.
  - 6.1.6 Subject to Section 6.1.5, failure of the Assignee to occupy the Assignment for a period of twelve consecutive months, except as



authorized by Section 3.11 of this Ordinance or with the prior approval of the Tribal Business Council.

- 6.1.7 Failure to maintain assignment in a decent, safe, and sanitary condition. Allowing accumulations on the Assignment of trash, abandoned vehicles, or other waste or junk, causing or permitting other environmental damage to occur on the Assignment, and causing or permitting other safety hazards to exist thereon, such as uncontrolled animals, fire hazards, and other conditions that may be detrimental to the safety and well-being of the community.
- 6.1.8 Chronic disturbing of the peace by engaging in or permitting to occur on the Assignment activities that deny others the right to peaceful enjoyment of their Assignments, including, but not limited to, the discharging of any firearm on or in the vicinity of the Assignment, including air or gas powered guns.

## 6.2 Duties of the Secretary/Treasurer.

It shall be the duty of the Secretary/Treasurer to report any violation to the Tribal Business Council. In any event, it shall be the Secretary/Treasurer's duty to report to the Tribal Business Council at intervals not more than one year apart as to whether or not there are any instances of failure to comply with this Ordinance.

## 6.3 Duties of the Tribal Business Council

- 6.3.1 The Tribal Business Council shall review the use of all Rancheria lands on a continuing basis and shall have the Secretary/Treasurer report any violation/recommendations to the General Council.
- 6.3.2 Prior to proposing cancellation of an Assignment, the Tribal Business Council shall serve a written notice on the Assignee which shall contain, at a minimum, the following:
  - 6.3.2.1 A description of all alleged violations in reasonable detail.
  - 6.3.2.2 A description of the evidence of the alleged violations;
  - 6.3.2.3 The remedy proposed, whether cancellation, removal, or both;
  - 6.3.2.4 Advice that the alleged violator has not less than sixty (60) days in which to show cause to the Tribal Business Council why the remedy should not be carried out, and

the opportunity to correct the violations within a reasonable time period, not to exceed ninety (90) days.

6.3.2.5 Advise the Assignee that he or she has a right to a hearing before the Tribal Business Council, if a hearing is requested within fifteen (15) days of the service of the notice and that the Assignee has the right to be represented at the hearing by legal counsel of his/her choice, but at his/her expense.

6.3.2.6 At the hearing, the Assignee shall have the right to confront and cross examine the evidence supporting the proposed action and to present evidence and argument in his or her behalf. The Tribal Council shall issue a written decision which contains the findings of fact that support its decision. The Tribal Business Council may only cancel an Assignment by a vote of not less than five (5) members. Any other action may be taken by a majority of a quorum.

6.3.2.7 The Assignee or any interested party shall have the right to appeal the Tribal Business Council's decision to the General Council. A written notice of appeal must be filed with the Tribal Secretary within twenty (20) days after the Tribal Business Council gives the Assignee notice of its decision. The appeal shall be heard by the General Council within 30 days after the notice of appeal is filed. The Tribal Chairperson must provide notice of a special General Council meeting in accordance with tribal law. The meeting must be scheduled within the required 30 days. If the General Council fails to meet with a quorum present within said 30 days, the decision of the Tribal Business Council shall become final for the Tribe.

6.3.4 Whenever notice is required under this Ordinance, it shall be served by personal delivery (process server, overnight courier, certified mail, fax) or by deposit in the U.S. Mail addressed to the Assignee at the Assignment. The notice shall be deemed served upon receipt or within forty-eight (48) hours after deposit in the U.S. Mail with proper postage and address affixed to the envelop.

#### 6.4 Duties of the General Council.

Except as provided in Section 6.3.2.7, the General Council shall hear any timely appeals of the Tribal Business Council decisions. The General Council may uphold, reverse or modify the decision of the Tribal Business Council and may

suspend a cancellation on condition that the Assignee takes specified corrective action within a specified period of time.

- 6.4.1 The General Council shall conduct a hearing at a scheduled time and place to hear evidence, including evidence of the violations and from the Assignee in his or her defense and to render its decision.
- 6.4.2 Not less than thirty (30) days in advance, the Tribal Business Council shall serve on the Assignee a written notice of the time, date and location of the General Council hearing.
- 6.4.3 After conducting the hearing, considering the evidence and due deliberation, the General Council shall render its final decision. Such decision shall be confirmed in a letter issued by the Tribal Business Council and served on the Assignee within ninety (90) days of the General Council's decision.

SECTION 7 EFFECTIVE DATE

This Ordinance when enacted by a majority vote of those enrolled members entitled to vote on the Susanville Indian Rancheria, and shall become effective on the date of enactment.

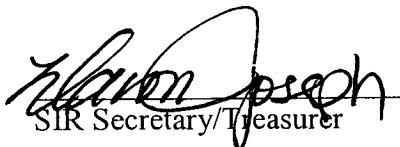
SECTION 8 AMENDMENTS

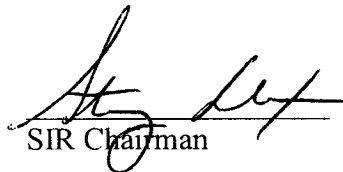
This Ordinance may be amended upon a majority vote of at least thirty (30%) percent of those enrolled members entitled to vote on the Susanville Indian Rancheria. Such amendments shall become effective upon the date of enactment.

TRIBAL CERTIFICATION

This is to certify that the foregoing ordinance was enacted on October 24, 2006, by a majority vote of the enrolled members entitled to vote on the Susanville Indian Rancheria. By a vote of 5 for and 1 against and 0 abstentions, this ordinance was officially enacted on October 24, 2006.

ATTEST:

  
SIR Secretary/Treasurer

  
SIR Chairman

10-31-06  
Dated