**ASSIGNMENT ORDINANCE**

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**SECTION 1. TITLE**

##### This chapter shall be titled the Trinidad Rancheria Assignment Ordinance and may be cited as the Trinidad Rancheria Assignment Ordinance. This chapter shall be codified as Chapter [Number] of Title [Number] of the Trinidad Rancheria Code.

**SECTION 2. PURPOSE**

The purpose of this Chapter is to help ensure the stability of Trinidad Rancheria Tribal Members, their families and their social and economic security by providing for the orderly distribution of land assignments for residential purposes. This Chapter is intended to establish the procedures for the Tribal Council to assign parcels of Tribal trust or fee land to individual members, to preserve and regulate this Tribal resource, and to encourage the timely development and habitation of assigned lots by Tribal Members. All assignments issued prior to the approval of this Ordinance shall be considered to be validly issued under this Ordinance and all residents shall have sixty (60) days to be in compliance with this Ordinance upon its implementation by the Tribal Council.

**SECTION 3. JURISDICTION**

The Trinidad Rancheria Tribal Court shall have authority to adjudicate cases regarding the residential assignment of land on the Trinidad Rancheria. If no Tribal Court is in operation, the Tribal Council, or its express designee, shall act as the Tribal Court for all references within this Chapter.

**SECTION 4. DEFINITIONS**

For purposes of this Chapter, the following terms shall have the meanings ascribed below:

1. **“Applicant”** shall be an individual that is applying for a grant of Assignable Land;
2. **“Assignee”** shall be an individual that is given a grant of Assignable Land by the Tribal Council for a limited period of time;
3. **“Assignable Land”** shall mean Tribal trust land available for assignment by the Trinidad Rancheria Tribal Council. There are three types of Assignable Land: Ownership Assignment, Standard Assignment and Maintenance Assignment;
4. **“Assignment”** shall mean a formal right to use a portion of the Tribe’s trust or fee land subject to the terms of this Ordinance as set forth or as may be amended from time to time;
5. **“Assignment Designation Form”** shall mean the form which an Applicant and/or Assignee must complete to formally designate the individual they would like to receive the assignment in the event they relinquish the assignment or at the death of the Assignee;
6. **“Chapter”** shall mean this Chapter X.X. of the Trinidad Rancheria Code;
7. **“Community Council”** shall mean the governing body of the Cher-Ae-Heights Indian Community of the Trinidad Rancheria;
8. **“Competent”** shall mean the ability of an individual to carry out his or her own legal affairs. In order to be held competent, a person must: (1) be over the age of 18, and (2) have the mental capacity to understand, manage the assigned land, and carry out personal and business affairs in a responsible manner, unless they have a court ordered conservator or notarized Power of Attorney, with power to handle land, real estate and one’s residence, who agrees in writing to handle these functions on behalf of the Assignee;
9. **“Days”** shall mean calendar days unless otherwise described;
10. **“Domestic Animal”** shall mean any dog, cat, rabbit, domestic avian and fowl commonly kept as domestic animals;
11. **“Domestic Use”** shall mean that water used for household purposes or growing of food for personal consumption;
12. **“Exotic Animal”** shall mean any reptile, amphibian, poisonous or constrictive animal, large cat, any animal that is illegal to possess under state or federal law, or other animal not natural to the Rancheria, including but not limited to, a snake of any kind, egg, offspring, or any dead body of any of them;
13. **“Household”** shall mean the nuclear family consisting of one or more parents (head of household) and their minor children and/or step-children, as well as such other adults of the extended family (i.e., grandparents, aunts, uncles, cousins, including any step-family, or domestic partners) that may live with the nuclear family on a regular and extended basis;
14. **“Junk Car”** shall mean any vehicle that is not currently registered with the California Department of Motor Vehicles (DMV). A vehicle registered as non-operational with the DMV is not considered a Junk Car;
15. **“Livestock”** shall mean any variety of animal that may be kept or raised for agricultural or sustenance purposes for either commercial or private use, including but not limited to horses, cows, sheep, pigs and chickens;
16. **“Marriage”** or **“Married Couples”** shall mean two people who have been joined together by legal matrimony, common law, domestic partnership or traditional Indian marriage;
17. **“Minor”** shall mean an individual under the age of eighteen (18) years;
18. **“Occupancy”** shall mean who is living on the assignment or has a right to use the assignment. An individual shall be considered an occupant if they are living there more than thirty (30) days;
19. **“Rancheria”** shall mean all lands within the exterior boundaries of the Cher-Ae Heights Indian Community of the Trinidad Rancheria, also known as the Trinidad Rancheria, located in Humboldt County, California and all lands owned by the Tribe both fee and non-fee land and lands held in trust for individuals and all lands considered “Indian lands” under federal, state or tribal law. Rancheria shall also be synonyms in all scenarios referencing the Trinidad Reservation or Reservation;
20. **“Residential”** shall mean a dwelling constructed as a permanent home for a family or extended family unit, and not used solely for commercial purposes, except that the dwelling may contain, for example a home office;
21. **“Squatters”** shall mean an individual or individuals who settle, without title or authority, including from the Assignee, on an Assignment, Assignable Land or any land owned by the Tribe or in which the Tribe is a beneficiary;
22. **“Sexual Offenses”** shall mean those contained in 42 U.S.C. Section 1691(5) (as amended), those offenses considered sex offenses by any jurisdiction within the United States, any other federally recognized Indian tribe, and sex offenses contained within the Trinidad Rancheria Code;
23. **“Tribal Council”** shall mean a body elected from the Community Council of the Cher-Ae-Heights Indian Community of the Trinidad Rancheria whose duty it is to govern all the people, resources, land, and water reserved to the Tribe in accordance with the Tribe’s Constitution;
24. **“Tribal Court”** shall mean the Trinidad Rancheria Tribal Court established pursuant to Tribal ordinance. If a Tribal Court is not in operation, an established Inter-Tribal Court, contracted with the Tribe for that purpose, shall act as the Tribal Court;
25. **“Tribal Member”** shall mean an enrolled member of the Cher-Ae Heights Indian Community of the Trinidad Rancheria;
26. **“Tribe”** shall mean the Cher-Ae Heights Indian Community of the Trinidad Rancheria, a federally recognized Indian tribe, or an authorized official or agency thereof;
27. **“Trinidad Rancheria”** shall mean the Cher-Ae Heights Indian Community of the Trinidad Rancheria.
28. **“Unlawful”** shall mean something that is not prohibited or is regulated by tribal, local, state, or federal law, as applicable.

**SECTION 5. ASSIGNMENT APPROVAL AUTHORITY**

1. **POWER TO GRANT, REVOKE AND REASSIGN AN ASSIGNMENT.**

All interests in Tribal trust land on the Rancheria shall be granted solely by the Trinidad Rancheria Tribal Council, after review of applications by the Trinidad Rancheria Housing Department for eligibility and completion. The Tribal Council shall also always have the power to revoke or reassign an assignment at its sole discretion.

1. **APPLICABILITY.**

The Tribal Council shall not recognize as valid any assignment, conveyance and/or other agreement relating to the use of the Tribal trust or fee land except in accordance with this Chapter. This Chapter applies only to land held in fee or trust by the Tribe. It does not apply to lands held by an individual in fee, whether held by a Trinidad Rancheria Tribal Member or non-member, nor does it apply to any lands held in individual trust by any person, for instance, as an allotment. Tribal lands leased by the Housing department, authority or agency, if one is in existence, to a Tribal Member shall be governed by the terms of that lease.

**SECTION 6. ASSIGNMENTS GENERALLY**

1. **INTEREST CONVEYED.**

An assignment under this Chapter is a grant from the Tribe, through the Tribal Council, of permission to use and occupy all or a described portion of a parcel of Tribal land for such purposes, for such time, and under such conditions as set forth in this Chapter. An assignment is not a lease. An assignment does not confer upon the Assignee any vested interests, compensable rights of ownership or title in the land, or its mineral, timber, or water resources beyond the will of the Tribal Council, as circumscribed herein. An assignment may be terminated by the Tribe through a resolution duly adopted by the Tribal Council, except as otherwise limited herein. An assignment may not be leased, rented, assigned, mortgaged, made subject to a lien, placed as collateral or otherwise encumbered in any manner.

The Tribal Council reserves the right to make agreements with any Assignee regarding the use of the parcel or other pertinent matter. All agreements shall be enforceable in Tribal Court and any violation of the Agreement may be considered a violation of this Chapter.

The Tribal Council reserves the right of ingress or egress over any assignment for access to other tribal lands or as required for surveys, studies, cultural or archaeological investigations, easements, public safety, or any other reasonable government actions needed to ensure compliance with this Ordinance or the laws of the Tribe.

On all assigned lands, the Tribe expressly reserves the right to grant easements and rights-of-way for public purposes without the consent of the Assignee. The Tribal Council also reserves the right to explore for, lease, dispose, of and convey any such timber, water, or minerals, or rights thereto. The Assignee shall only be entitled to compensation for any damage to his or her improvements or crops caused by such exploration, lease or disposal, as determined by the Tribal Council.

Assignments consist of the entirety of land assigned. The Tribe will not accept Assignees splitting an assignment or requesting a subdivision in exchange for money.

1. **LAND AVAILABLE FOR ASSIGNMENT.**

Only Tribal land that is designated by the Tribal Council for residential use shall be used for assignments to Tribal Members. Residential Land Assignment parcels shall be designated by number and marked on a map of the lands of the Trinidad Rancheria.

1. **SIZE OF ASSIGNED LOTS.**

The Tribal Council reserves the right to specify and limit the extent and acreage of areas to be assigned.

1. **TYPES OF ASSIGNED LOTS.**
2. There shall be three (3) types or classifications of Assignable Land or Assignments as described below. This Ordinance shall be applicable to all types of Assignments. The three (3) types of Assignable Land are as follows:
	* 1. Ownership Assignment: Assignee is assigned the land and assumes all responsibility for construction of a home (dwelling) or placement of a modular home. Assignee is responsible for all maintenance of the dwellings and the land. Assignee is responsible for infrastructure development for systems specific to the home. The Tribe will maintain the community infrastructure that the home may tie into. Assignee shall not be required to pay fees for the assignment. Assignee may be eligible for funding and programs for home maintenance and rehabilitation based on the grant funding and program qualifications. The assignment is eligible for designation upon relinquishment or death of Assignee. All Assignees will accept the parcel and any associated dwellings “as is.” When the assignment is redesignated, the Tribe will not perform any maintenance or rehabilitation on the assignment or dwelling.
		2. Standard Assignment: Assignee is assigned land with a home (dwelling) already on the land. When the assignment is redesignated, the Tribe will perform needed maintenance and rehabilitation work to ensure that the home is in compliance with the Tribe’s policies regarding standard living conditions. Assignee assumes all responsibility for the dwelling and may be eligible for funding and programs for home maintenance and rehabilitation based on the grant funding and program qualifications. Assignee is not required to pay fees for the assignment. Assignee is responsible for maintenance of the home, including infrastructure systems specific to the home. The Tribe maintains the community infrastructure that the home may tie into. The assignment is eligible for designation upon relinquishment or death of Assignee.
		3. Maintenance Assignment: Assignee is assigned land with a home (dwelling) already on the land. The Tribe will continue to assume responsibility for maintenance of the home, which may include, at the option of the Tribe, maintenance of the yard/land. Maintenance fee will be collected and be used, as part of the Tribe’s General Fund, for repairs and maintenance. Assignee may be eligible for funding and program for home maintenance and rehabilitation The Assignee will also be required to sign an Agreement that details the responsibilities of the Tribe and the Assignee and lists the fee amount based on the level of maintenance and assistance provided by the Tribe. Fees shall be assessed on a sliding scale in accordance with policies and procedures outlined for that purpose. As a condition of a Maintenance Assignment, the Assignee may be required to complete any documents needed to apply for funding for home maintenance and/or rehabilitation. The assignment is eligible for designation upon relinquishment or death of Assignee. (Note: A Maintenance Assignment is different from a Housing Rental which is a dwelling unit designated by the Tribe for use only as a rental and wherein the tenants have no ability to designate who is to receive the dwelling upon relinquishment or death of tenant.)
3. The type of Assigned Land may change during the lifetime of the assignment or when it is redesignated to a new Assignee. The Tribal Council shall coordinate with the Assignee to change the type or classification to best assist the Assignee or at the Assignee’s request. Assignees may request a change in type. The request must be made in writing and submitted to the Housing Department. All changes must be approved by Tribal Council resolution and a new Certificate of Assignment must be issued with the updated type of Assignment.
	1. Change in Type to an Ownership Assignment. If the assignment is changed from a Maintenance Assignment or Standard Assignment to an Ownership Assignment, in accordance with the Tribe’s policies and procedures, the Tribe shall also transfer title to the dwelling on the assignment to the name of the Assignee before a new Certificate of Assignment is issued.
	2. Change in Type to a Standard Assignment. If the assignment is changed from an Ownership Assignment to a Standard Assignment the Assignee shall also transfer title to the dwelling on the assignment to the name of the Tribe before a new Certificate of Assignment is issued. At the time of title transfer, if any dwellings on the Ownership Assignment were originally funded by the Assignee (as evidenced by documentation), the Tribe may compensate the Assignee for the dwelling at fair market value.
	3. Change in Type to a Maintenance Assignment. Changes in type to a Maintenance Assignment shall only be allowed if circumstances demonstrate that an Assignee and/or his/her household cannot maintain the assignment. If the assignment is changed to a Maintenance Assignment, an Agreement must be signed by the Assignee and Tribe prior to the issuance of the new Certificate of Assignment. If the assignment is changed from an Ownership Assignment to a Maintenance Assignment the Assignee shall also transfer title to the dwelling on the assignment to the name of the Tribe before a new Certificate of Assignment is issued.
4. **TENURE OF ASSIGNMENT.**
5. Tenure. The holder of an assignment shall be entitled to the use and occupancy of the assignment during the Assignee’s life.
6. Compliance Renewal. Every assignment shall undergo a compliance renewal every five (5) years by the Housing Department. If an assignment is out of compliance with this Ordinance following the renewal, the Housing Department shall bring such violations or matters to the Tribal Council for consideration at its next Tribal Council meeting following completion of the review.
7. Every assignment shall undergo an inspection by the Housing Department in accordance with the schedule listed below in order for the Tribe to maintain applicable insurance on its property. The Housing Department shall provide at least forty-eight (48) hours’ notice of the inspection to the Assignee.
	1. Ownership Assignments shall be inspected every other year.
	2. Standard Assignments shall be inspected every year.
	3. Maintenance Assignments shall be inspected every six (6) months.
8. **SQUATTING ON AN ASSIGNMENT.**

Squatting on an assignment is prohibited. Any individual found to be squatting will be removed from the assignment by law enforcement. Assignees are prohibited from allowing squatting on their assignment. Any violation of this subsection is punishable by a fine of up to one thousand ($1,000) dollars per day in which a violation occurs.

**SECTION 7. APPLICATION PROCESS**

1. **PERSONS ELIGIBLE FOR ASSIGNMENT.**

There shall be only one assignment per Household. Assignments shall be given to a person only if they satisfy all the following:

* 1. An enrolled member of the Tribe.
	2. An individual age 18 years of age or older, except as hereinafter provided in Subsection 5.
	3. Members who are legally competent to manage the land and their personal affairs in a successful manner, or an individual that has a court ordered conservator that agrees in writing to handle these functions on behalf of the Assignee.
	4. Members who are not currently assigned a tract of Tribal land by this or any other tribe or are willing to relinquish their assignment in order to obtain a smaller or larger assignment and have never had an assignment revoked by the Tribe.
	5. An assignment may be issued for the benefit of a minor Tribal Member child who is currently living on an assignment, and would be eligible to receive an assignment upon reaching a specified age, but whose Assignee parent is deceased or whose parents are separated by legal divorce, with the result that said minor child is in custody of a nonmember having no home of his/her own. If the minor is eligible for enrollment in the Tribe, but is not yet enrolled, in order to be eligible for an assignment, the minor must be enrolled in the Tribe within ninety (90) days of grant of the Assignment.
1. **ASSIGNMENT TO COUPLES.**

Assignment of Tribal property to married couples shall be made only in the name of the person who is a Tribal Member. If both persons in the married couple are Tribal Members and eligible for an assignment, the assignment shall be in the name of both persons. If the assignment is made in the name of both persons, both persons shall complete an Assignment Designation Form and the couple shall complete and sign an Assignment Disposition Form that details who shall be assigned the property if they choose to separate or divorce. The Assignment Disposition Form must be signed and notarized before the Certificate of Assignment is issued.

1. **PROCEDURES FOR APPLYING FOR AND GRANTING OF ASSIGNMENTS OF LAND FOR RESIDENTIAL USE.**
	1. An application for assignment shall be filed directly with the Housing Department on an Application for Residential Assignment Form supplied by the Tribe. The Applicant shall be required to complete all forms and provide all documents necessary to process an assignment, including a release of information for a background check and a completed Assignment Designation Form. Please note that Applicants will be applying for a general parcel of land and not a specific parcel of land unless they are applying for a parcel designated to them. Applicants shall specify which type of assignment they are applying for (note: they may apply for all types). Application by proxy is not allowed.
		1. The Application for Residential Assignment Form shall include at a minimum the following information:
			1. Name, contact information and date of birth of Applicant;
			2. Name, contact information and date of birth of all occupants;
			3. Disclosure by all occupants of all convicted Sexual Offenses, abuse or violent crimes, felonies, and a brief description of the situation and/or continuing compliance requirements.
	2. The Housing Department shall review each application to determine if the application is complete and if the Applicant is eligible.
	3. Upon the Housing Department’s determination that the Applicant is eligible for an assignment, the application shall be considered by the Tribal Council. In considering whether to grant or deny the application, the following factors shall be considered:
		1. Whether the Applicant possesses financial resources, or has timely access to financial resources, to make beneficial use of the lands for which the application is made;
		2. Whether the Applicant has a documented history of criminality or illegal drug use or is likely to harbor or allow criminality or drug use on the assigned land. The Tribe may take into consideration the length of time since the last documented incident and the Applicant’s current good standing in the tribal community. A background check shall be performed for the five (5) years preceding the application and approval of the assignment to confirm or identify any background concerns;
		3. Whether the available assignment is appropriate in size for the Applicant and his or her Household;
		4. Whether the Applicant has a family or ancestral connection to the parcel;
		5. Any historical or cultural sites located on or near the potential tract of assignable land;
		6. The size of the assignment shall be determined, taking into account various interests, the size of the current home sites, water and sanitation, accessibility, etc., with a goal of maximizing the beneficial use of available Tribal land.
	4. Notwithstanding the considerations set forth in subsections (3), the Tribal Council shall not deny an assignment based on the political or religious affiliations, beliefs, or based on the sex, sexual orientation, or gender identity of the Applicant.
	5. If no parcel of land is available at the time of approval of an application, the Tribal Council shall formally place the individual on the Assignment Waiting List. Placement on the Assignment Waiting List shall not be considered a denial of the application. The Assignment Waiting List shall be maintained by the Housing Department. Individuals shall be placed on the waiting list in order of approval by the Tribal Council. For individuals approved on the same day, Applicants shall be placed on the Assignment Waiting List in order of their date and time stamp. If multiple applications are submitted on the same date and at the same time, the applications shall be placed on the Assignment Waiting List based on date of birth with the oldest placed first.
	6. All individuals shall be informed in writing within sixty (60) days of receipt of the application whether it is granted or denied. If the Applicant is denied, the Application shall receive written notice of the reason for denial and shall be eligible to appeal the denial to the Tribal Court. The Tribal Court shall only have authority to review whether the Housing Department and Tribal Council denied the application in accordance with the procedures described herein. If the Tribal Court determines by clear and convincing evidence that an application has been denied incorrectly, it shall have the power to overturn the denial and require the Housing Department to approve the application and/or place the applicant on the Assignment Waiting List. If approved, the Applicant shall receive the Certificate of Assignment as described in Subsection (d) below or notice of his or her position on the Assignment Waiting List, whichever is appropriate.
	7. Once a parcel of land becomes available for assignment, the Tribal Council shall meet with the first individual on the Assignment Waiting List that is applying for that particular type of assignment, either in person or via video conference, to select the parcel of land for assignment, if applicable, and prepare the Certificate of Assignment as described in Subsection (d) (Assignment Meeting).
		1. Prior to the Assignment Meeting, the Housing Department shall ensure that the Applicant is still eligible for the assignment, including running of a current background check.
		2. Applicants who are incarcerated at the time of the Assignment Meeting shall not be eligible to select a parcel until they are released from prison/jail. If an incarcerated Applicant is the next person on the waiting list to choose an available assignment parcel, the Tribal Council will leave the incarcerated Applicant in the same place on the Assignment Waiting List but skip the incarcerated Applicant and move onto the next person on the Assignment Waiting List. Immediately upon release from incarceration, the Applicant will then be eligible to pick a parcel if any are available at that time or when they become available in accordance with their place on the Assignment Waiting List.
		3. Applicants shall be prepared to receive the type of assignment they have selected. The specific type shall also be listed in the Certificate of Assignment.
	8. If an Applicant at any time refuses an assigned parcel or Certificate of Assignment, then the Applicant will be placed at the bottom of the Assignment Waiting List.
2. **CERTIFICATE OF ASSIGNMENT.**
	1. **Certificate of Assignment – Issuance.** Every assignment of Tribal land made by the Tribal Council shall be evidenced by a Tribal Council Resolution and a Certificate of Assignment which shall describe the property assigned, the type of assignment, list the names of the person(s) to whom the parcel is assigned, the date of the assignment, its duration, any terms and conditions of occupancy, and shall be signed by the Chairperson of the Tribal Council. The original certificate shall be kept by the Housing Department in their Assignment File and a copy shall be given to the person(s) named in it.
	2. **Certificate of Assignment – Records.** A complete record of assignments shall be maintained in the Housing Department of the Trinidad Rancheria and shall indicate the status of each parcel of assignable land. The records shall only be open for inspection by the Assignee. Information from the Assignment File shall only be released by the Housing Department for a government purpose or following receipt of a signed Release of Information by the holder(s) of the assignment.

**SECTION 8. USE OF LAND**

1. **USE OF LAND.**
	1. Parcels of Tribal trust land assigned to individual members shall be used only as permanent home sites for members and their immediate family/Household.
	2. There shall be only one occupied dwelling unit (house, mobile home, motor home, travel trailer, or recreational vehicles) allowed per assigned lot. This dwelling unit shall be so constructed as to meet all applicable health and safety codes, including, for instance, plumbing, septic and electrical codes and the Tribe’s Integrated Development Standards Approved October 2011 and any subsequent amendments. If individuals are interested in adding additional dwelling units, they must first request his or her assignment to be subdivided in accordance with Section 11 herein.
	3. In no event will any travel trailer, motor home or recreational vehicle be allowed on the premises as a permanent dwelling, nor for any residence for more than three (3) months out of each year, unless it meets all pertinent health and safety codes, including, for instance, plumbing, septic and electrical codes. Travel trailers, motor homes or recreational vehicles may be stored on the site in addition to the primary dwelling unit if they are not inhabited. If the Assignee intends for any travel trailer, motor home or recreational vehicle to be a temporary dwelling, for no more than three (3) months out of each year, they shall give notice of the temporary dwelling to the Housing Department prior to anyone moving into the temporary dwelling or at the latest within 24 hours of the start of the use of the temporary dwelling.
	4. Dwellings on an assignment or assignment land shall not be rented out for any purpose, including commercial rentals such as an Airbnb or VRBO, etc.
	5. Assignments shall not be used for any unlawful purpose. The Assignee shall obey the applicable federal and state laws, and all codes and ordinance of the Tribe.
	6. An assignment may be revoked if any of these conditions are not met.
2. **APPROVAL OF BUILDING IMPROVEMENTS.**

The Assignee shall obtain the written consent of the Tribe prior to constructing any improvements that require movement of dirt, modify the square footage of any structure, including but not limited to, construction of buildings, fences, tanks, utilities, easements, paved driveways, concrete foundations, or other types of construction.

1. **IMPROVEMENTS MADE BY TRIBE.**

The Tribe shall be responsible for community infrastructure and shall assist Assignees with tie-ins to community infrastructure. The Tribe shall only assist Maintenance Assignments with any other improvements, including infrastructure for specific dwellings. The Tribe reserves the right to charge Assignees for providing utilities or garbage service. Failure of the Assignee to pay any part of said assessments or charges within ninety (90) days of receiving written notice to pay, may be grounds for revocation of the assignment.

1. **TITLE TO BUILDING AND OWNERSHIP OF IMPROVEMENTS.**

Title to buildings and improvements shall vest in the following manner:

1. **Improvements Made by the Tribe.** Title to buildings and improvements placed upon the land by the Tribe or any buildings and improvements on Standard Assignments and Maintenance Assignments shall rest with the Tribe.
2. **Improvements Made by the Assignee.** Title to buildings and improvements placed upon the land by the Assignee for Ownership Assignments shall rest with the Assignee and may be removed or sold (and removed) by the Assignee at any time while the assignment is in effect.

1. **Improvements Made with the Use of Federal or Tribal Assistance**. Title to buildings and improvements placed with the assistance of any federal or tribal grant or assistance program shall rest with the Tribe unless the conditions of the agreement between the Assignee of an Ownership Assignment and the funding authority have been met and a certificate of ownership has been issued by the funding agency.

If the land shall be relinquished by the Assignee or if the Council revokes the assignment, the time limit for the removal of the improvements and other property of the Assignee is three (3) months. After that time, the title to improvements and other property will attach to the land and may not thereafter be removed except with the written consent of the Tribal Council.

All facilities, such as septic tanks, underground water pipes, power poles, fencing, etc. whether constructed by the Assignee or the Tribe, shall remain on the premises upon the expiration of said assignment and become part of the real property owned by the Tribe.

1. **DISPOSITION OF IMPROVEMENTS.**

It shall be the responsibility of the owner of improvements to arrange for their removal or sale when the Assignee, for whatever reason, no longer holds the assignment on which the improvements are located. If said owner fails to arrange for such removal or sale within three (3) months after the Assignee moves from the assignment, the improvements may be considered abandoned and the Tribal Council has the right, after a thirty (30) day notice to the owner, to seek a declaration of abandonment from the Trinidad Rancheria Tribal Court. In seeking a declaration of abandonment from the Court, the Tribal Council shall follow the procedures outlined in Section 9(e).

1. **CONSTRUCTION STANDARDS.**
	1. All dwellings, buildings and home improvements shall be constructed of durable material in a substantial workmanlike, and presentable manner and shall be construed in accordance with the current edition of the following codes adopted by the National Conference of Building Officials; the Uniform Building Code, Uniform Mechanical Code, Uniform Plumbing Code and the National Electrical Code, as well as any Tribal building health and safety codes.
	2. Assignees shall provide a “Water and Septic System Compliance Certification,” from the Indian Health Service (“IHS”) and/or the appropriate Tribal Department before installation of a modular unit and/or new home construction.
	3. Exceptions. In the event an Assignee may have a home on assigned land that was built before this Chapter or any tribal building, health and safety ordinance were passed, and that home does not meet certain of the standards or codes mentioned in this Chapter, the Tribe shall work with the Assignee to assist in bringing the home up to those standards or codes. The Tribe recognizes the difficulty some Tribal Members may have in finding funds to perform the necessary improvements. Individuals requesting an exemption under this section or needing assistance from the Tribe shall apply by submitting an application to the Housing Department within sixty (60) days of implementation of this Chapter. Assistance will be provided if funds are available.
2. **MAINTENANCE BY ASSIGNEE.**
	1. Assignee shall keep all dwellings, buildings, improvements and the premises in good repair. Maintenance Assignments shall be assisted by the Tribe in maintaining the dwellings.
	2. Assignee shall keep said lands and premises in an orderly, clean and healthful condition. Maintenance Assignments shall be assisted by the Tribe in maintaining the land.
	3. Assignee shall use said lands and premises in a steward like manner.
	4. Assignee shall not dump, have dumped, or collect waste on said lands.
	5. Assignee shall remove any Junk Cars or old appliances within thirty (30) days of placement on the assignment.
		1. The Housing Department, Environmental Department or Law Enforcement shall notify in writing any Assignee that is not in compliance with this provision by mailing them notice of the violation and giving them instructions to provide proof of registration as a non-operational vehicle or an extended deadline of a maximum of thirty (30) days to remove the Junk Car or old appliance. If the Assignee fails to comply with the instructions listed in the notice by the deadline, the Department shall file a petition in Tribal Court to request a violation and penalty in accordance with Section 12 herein.
	6. Assignee shall participate in any garbage program provided or required by the Tribe.
	7. Assignee shall maintain and preserve the fertility of the soil and permit no overgrazing or deterioration of the land in value or usefulness.
	8. Assignee is obligated to maintain in good repair their half of line fences between them and their neighbor, if applicable.
	9. Assignee shall utilize the assigned land in a careful, economical and conservation-minded manner in accordance with local and accepted soil conservation practices.
	10. Assignee shall make every effort to keep said land free from noxious weeds and pests.
	11. Assignee shall not use or permit to be used any part of the premises for any unlawful purposes.
	12. Assignee shall observe all applicable law and order, health, sanitation, conservation, and other requirements imposed by Tribal law or the federal government.
3. **OCCUPANCY.**
	1. Assignees may allow individuals to reside on their assignment in accordance with this Ordinance. Assignees shall have a continuing duty to update the Housing Department in writing within thirty (30) days of any change in occupancy
	2. All individuals residing on the assignment shall automatically consent to the jurisdiction of the Tribe and this Ordinance.
	3. Assignees shall be responsible for all actions of any occupants of its assignment, including violations of this Ordinance.
	4. Any occupant of an assignment, excluding the Assignee, may be evicted by the Tribal Court, with clear and convincing evidence, for actions, including, but not limited to:
		1. Failure to comply with the provisions of this this Ordinance, the Safe Neighborhood Policy, or any ordinance or code of the Tribe;
		2. Inciting violence on the assignment;
		3. Criminal activity on the assignment;
		4. Storage of stolen items on the assignment, including vehicles;
		5. Abuse of an individual on the assignment; and
		6. Denying another occupant entry into a dwelling on the assignment;
	5. The Tribal Council, or its designee, shall petition the Tribal Court to evict any occupant of an assignment. The Tribal Court shall have the discretion to hold a hearing and issue any other orders deemed necessary by the evidence presented.
4. **ANIMALS AND LIVESTOCK RESIDING ON ASSIGNMENT.**

The following standards shall apply to Animals on the Rancheria. In the event that a situation arises that these standards do not address, the Tribe will apply the standards adopted by the Animal Control Ordinance.

* 1. **Domestic Animals.** Domestic Animals may be kept on an assignment, if kept in accordance with the Animal Control Ordinance.
	2. **Exotic Animals.** Exotic animals maybe kept on an assignment, if kept in accordance with the following conditions:
		1. Exotic animals may be possessed on the Rancheria by license only. License Applications for Exotic Animals may be obtained at the Tribal Office. The Tribal Council must approve all licenses for Exotic Animal by majority vote;
		2. Exotic animals may not be brought into a public area;
		3. Exotic Animals must be kept in appropriate containers or cages;
		4. The Animal Control Officer or tribal or local law enforcement, may at any time request to see the license for possession, the Exotic Animal, and/or inspect the container or cage of the animal to ensure the safety of all Rancheria residents and visitors.
	3. **Livestock.** Livestock may be kept on an assignment, if properly maintained and cared for, not to exceed the following limitations:
		1. One large animal, such as a horse, cow, or pig, per one (1) acre of suitable space for an animal.
		2. One small animal, such as a goat or sheep, per one half (1/2) acre of suitable space for an animal.
		3. Ten fowl or rabbits per one half (1/2) acre of suitable space for an animal.
	4. **Setback/Containment requirements for Animals.**
		1. Primary dwellings for large animals, such as a horse, cow, or pig must be at least seventy-five (75) feet from the assignment line and one hundred (100) feet from any neighboring house.
		2. Primary dwellings for small animals, such as a goat or sheep, must be at least fifty (50) feet away from any neighboring house.
		3. Primary dwellings for fowl or rabbits must be at least thirty-five (35) feet away from any neighboring house.
		4. Fencing for keeping livestock shall not be closer than seventy-five (75) feet from the assignment lot line.
		5. Fencing for any animal must be constructed in such a manner that animals may not reach legs, neck, wings, or any body part into a neighbor’s land assignment, or to any shrub, or plant growing on the neighbor’s assignment.
		6. Animals must not be loose or at large.
	5. **Nuisance.**
		1. Manure or other refuse caused by animals shall not be allowed to accumulate and must be cleaned up on a regular basis.
		2. All animals and animal dwellings shall be maintained in a way that does not cause a nuisance to other assignment holders or the Tribe.
		3. Assignees shall be liable for damage caused by their animals. Any person whose animal escapes from its normal confined area and becomes at-large is responsible for any and all damage to any person and/or property caused by such animal while it is away from its normal confined area.
		4. Any animal that is found to typically reside on an Assignment or belongs to an Assignee or its household and is found by the Tribal Court to have bitten an individual may be declared vicious in accordance with the Animal Control Ordinance. The Tribal Court shall apply to all animals the remedies and penalties listed in Sections 4 and 57-59 of the Animal Control Ordinance relating to vicious dogs.
		5. At their reasonable discretion, the Tribe’s Animal Control Officer has the authority to dispose of any animal by means of removal, containment, or lethal force if the animal is posing an imminent threat of harm to persons or property in a public area or as outlined in Sections 46 or 60 of the Animal Control Ordinance.
	6. **Violations.** All violations to this subsection shall be processed in accordance with the Animal Control Ordinance.
1. **ARCHEOLOGICAL, CULTURAL AND BIOLOGICAL FEATURES.**
	1. **Notification of Ground Disturbance.** All Assignees shall notify the THPO at least fourteen (14) days in advance if any ground disturbance is planned that is 18 inches or greater in depth on the assignment. Ground disturbance shall include any timber harvests on the assignment. The THPO will review any site records and determine whether cultural monitoring is necessary.
	2. **Notification of Fill Dirt.** All Assignees shall notify the THPO at least fourteen (14) days in advance of any placement of dirt on the assignment that comes from land off their assignment (i.e., off-site or from a different location on Tribal land).
	3. **Notification of Burial.** All Assignees shall notify the THPO if any burial has occurred on their assignment prior to the date of this Ordinance. Notification shall include the location of the burial in order to protect from future ground disturbance. No additional burials of human remains are allowed on any assignment.
	4. **Inadvertent Discoveries.** All Assignees are required to report to the THPO immediately if any inadvertent discoveries of human remains, funerary or cultural objects, and any archeological, historical or biological features are found on his or her assignment. If the THPO is not immediately available, then the Tribe’s Executive Manager shall log the notice and confer with the CEO to make contact with the THPO or arrange for alternative services of a responsible, professionally recognized archaeologist until the THPO is available. If any of the above discoveries are made, all ground disturbance shall cease until the Assignee has coordinated with the THPO, a treatment plan has been developed in accordance with the Protocol for ‘Post-Review’ and Inadvertent Archaeological Discoveries for Trinidad Rancheria Tribal Lands and they give permission to proceed.
	5. **Violations.** The THPO shall prosecute violations of this subsection by filing an action in Tribal Court in accordance with Section 12 herein and the Cultural Resources Protection Ordinance, if in effect.
2. **REMOVAL OF NATURAL RESOURCES.**
	1. **Removal of Natural Resources.** The Assignee may not remove any merchantable natural resources, such as timber, unless as described below.
	2. **Removal of Nonmerchantable Timber.** The Assignee may cut and remove dead, downed and unmerchantable green timber and/or trees deemed hazardous to life and properties, provided a special permit is approved and issued by the Tribe. Submittal of a written request (application) and an authorization to proceed shall be required before the taking (cutting) of any timber.
	3. **Merchantable Timber Reserved.** Green and merchantable timber on any assigned land is reserved from assignment and remains the property of the Tribe and is not conveyed to the assignment or Assignee in any manner. The Assignee is not granted permission under this assignment to cut merchantable green timber from the premises except under special permit and as issued by the Tribal Council.
		1. The Assignee shall grant access to or across the land, without interference, to any contractor who may hereafter purchase green and merchantable timber from the Tribe; provided, that the Assignee shall be allowed reasonable compensation from the contractor for any damage to his home, assigned property, and/or personal properties.
		2. If agreement as to the amount of damages cannot be reached between the Assignee and contractor, the Tribal Court shall determine the amount of damages.
3. **CONTROL OF WATER.**

Water on land, such as springs, do not become the exclusive property of the Assignee. The Assignee shall have the right to use reasonable amounts of water solely for domestic use, subject to the right of the Tribal Council to restrict such use in the interest of conservation, the health of the aquifer(s) and the welfare of the Rancheria community. Under no circumstances shall the Assignee be allowed to use a quantity of water greater than the rate at which the aquifer is replenished by either natural or artificial means. The use of water by the Assignee shall not give rise to any legal right under Tribal, federal or state law. The Council reserves the right to adjudicate use of the water to permit its use by the neighbors if sufficient water is available. Water so adjudicated shall be transported through a pipeline buried at least two (2) feet in the ground or in compliance with standard available health regulations.

**SECTION 9. DISPOSITION OF ASSIGNMENT**

1. **DISPOSITION OF ASSIGNMENT AT DEATH.**
	1. **Designated Beneficiary.** The Assignee may designate in writing on the Tribe’s Assignment Designation Form, filed with the Tribe, a primary and secondary person whom the Assignee wishes to receive the assignment upon the Assignee’s death. The Assignment Designation Form shall be initially completed at the time of application or when the Certificate of Assignment is issued. The Assignment Designation Form may be amended at any time but in order to be considered valid, it must be filed with the Tribe. All Assignment Designation Forms completed following the date of approval of this Ordinance must be notarized. Upon receipt, the Assignment Designation Form shall be filed in the Assignment File in the Tribal Office. If an Assignment Designation Form is on file, the reassignment of said land may be made to such designated person upon the Assignee’s death; provided that the person designated is eligible to receive an assignment in accordance with Section 7(a). The Tribal Council may also reassign the parcel or revoke the assignment at its sole discretion. Any questions regarding the validity of the Assignment Designation Form shall be determined by the Tribal Court. Upon an Assignee’s death, the Tribe shall provide notice to the primary designee of the opportunity to apply for the assignment. The primary designee shall apply for the assignment within thirty (30) days of the notice. If the primary designee does not apply for the assignment or is ineligible, the secondary designee shall be provided the opportunity to apply for the assignment within thirty (30) days of notice of the opportunity to apply. If the primary and secondary designees do not apply for the assignment, or are ineligible, the Tribe shall provide notice to the Tribal Membership that family members of the Assignee are eligible to apply for the assignment within thirty (30) days of notice of the opportunity to apply. If applications are received, the Tribe shall assign the parcel in the same preferences order described in Section 9(a)(2). If no applications are received or no applicants are eligible, the assignment shall revert back to the Tribe.
	2. **No Designated Beneficiary.** In the event of the death of an Assignee who has not designated a beneficiary on the Assignment Designation Form, preference for reassignment shall be given in the following order, however the Tribal Council shall always have the power to reassign the parcel or revoke the assignment:
2. The surviving spouse, if the surviving spouse is a Tribal Member and eligible to receive an initial assignment in accordance with Section 7(a). Note: At the death of the Assignee who is part of an unmarried couple, the surviving individual shall be considered as the “surviving spouse” for the purposes of this Subsection 2; provided that the couple shall have cohabitated for at least one (1) year preceding the date of death, that the survivor has resided on the assignment with the deceased as a partner, and that the survivor is eligible for assignment under this Chapter.
3. A surviving spouse of the Assignee, Guardian or Foster or Adoptive Parent who is otherwise ineligible to receive an assignment, but who is responsible for the care of otherwise eligible minor children of the deceased Assignee, may be granted the assignment for the benefit of the minor Tribal Member children until the youngest otherwise eligible minor child becomes eligible for an assignment. The Certificate of Assignment shall specifically state that it is for the benefit of the minor Tribal Member children and list the children specifically. The surviving spouse, Guardian or Foster or Adoptive Parent must sign an agreement before the Certificate of Assignment is issued consenting to the jurisdiction of the Trinidad Rancheria Codes and the Tribal Court in relation to the assignment. Once the youngest child is eligible for an assignment, any of the children of the deceased Assignee must apply for the assignment within thirty (30) days of the youngest child’s eighteenth (18) birthday. If no children apply, the assignment will be revoked in accordance with Subsection (e). If during this period of care for the eligible minor child, the surviving spouse or Adoptive Parent becomes eligible to receive the assignment, they may apply for the assignment and be granted the assignment pursuant to Subsection 7(a).
4. Surviving children of the Assignee, if an Assignee dies without a spouse eligible for an assignment, the surviving adult children are eligible to receive an initial assignment in accordance with Subsection 7(a). The children may decide amongst themselves who would be best to take the assignment and by written consent designate one child to be the preferred assignee. If more than one eligible adult child applies, the Tribal Council shall take into consideration the eligible adult children’s ability to care for the assignment and home, and any other relevant factors, to determine which eligible child shall be granted the assignment.
5. Surviving grandchildren of the Assignee, if an Assignee dies without a surviving spouse or children eligible for, or interested in, an assignment, the surviving adult grandchildren are eligible to receive an assignment in accordance with Subsection 7(a). The grandchildren may decide amongst themselves who would be best to take the assignment and by written consent designate one grandchild to be the preferred assignee. If more than one eligible adult grandchild applies for the assignment, the Tribal Council shall take into consideration the eligible adult grandchildren’s ability to care for the assignment and home, and any other relevant factors, to determine which eligible grandchild shall be granted the assignment.
6. Non-Tribal Member surviving spouse of the Assignee, if the surviving spouse is over the age of 60 years old and there are no direct descendants of the Assignee that are eligible for the Assignment.
7. If the Assignee has no surviving spouse, children or grandchildren that are eligible for assignment, the assignment shall automatically revert to the Tribe for reassignment.
8. **DISPOSITION OF ASSIGNMENT ON DIVORCE OR SEPARATION.**
	1. **Tribal Member Spouse.** A married couple, whom are both members of the Tribe, that hold an assignment of Tribal land shall be responsible to sign an Assignment Disposition Form or an agreement declaring who shall be designated as the sole Assignee upon divorce or separation prior to issuance of the Certificate of Assignment. If no agreement was signed and the spouses are not in agreement as to who shall be the sole Assignee, either spouse or the Tribe may file the matter in Tribal Court for resolution. The Tribal Court shall determine which spouse shall be the sole Assignee based on the best interest of the children, if any.
	2. **Non-Tribal Member Spouse.** If the spouse having physical custody of the couple’s minor children is not a member of the Tribe, they shall submit a request to the Housing Department to stay on the assignment and hold the assignment on behalf of the Tribal Member children. The Housing Department shall forward the request to the Tribal Council. The Tribal Council shall review the assignment. The Tribal Council shall have the power to revoke the assignment, reassign it, or allow the Non-Tribal Member spouse with physical custody of the Tribal Member children to continue living on the assignment for the benefit of the Tribal Member children under the terms and conditions set by the Tribal Council and consistent with this Chapter. If there is a dispute about who shall stay on the assignment, the Tribal Council shall submit the matter to the Tribal Court for determination. The Tribal Court shall base its determination on the best interest of the child. The Tribal Court shall have authority to request the Tribe’s Social Services Department to complete a home study to ensure the safety of Non-Tribal Member Parent’s home. If the Non-Tribal Member spouse remarries or invites other adults to live with them on the assignment, they must all agree to abide by the terms and conditions set forth by the Tribal Council and this Ordinance.
	3. **No Member Child or Spouse.** If the couple has no minor children, a divorced spouse who is not a member of the Tribe shall not be eligible to continue using the assignment.
9. **ABSENCES OR MOVING FROM THE RANCHERIA.**
	1. **Absences.** In no circumstance shall an Assignee be away for more than twelve (12) months total within any twenty-four (24) month period for any purpose, excluding a deployed member of the military. If an Assignee is absent from their assignment longer than three (3) months, it shall designate a caretaker of the property, who is a member of the Tribe, for the length of their absence. The Assignee must provide notice of the designation to the Tribe’s Housing Department on or before an absence of three (3) months or more.
		1. Active military deployed away from the Rancheria for any extended period may designate a family member or Tribal Member to live on their assignment during their absence. Notice of the designation shall be submitted to the Housing Department at least thirty (30) days, but not less than ten (10) days, prior to the deployment. The designated member shall be subject to eligibility requirements outlined in Section 7(a) and must sign and agree to the Tribe’s occupancy standards, codes and jurisdiction prior to moving into the assignment.
	2. **Notice.** When a person who holds an assignment moves either temporarily or permanently from the Rancheria, they shall notify the Housing Department in writing at least ten (10) days in advance of the move and state whether they intend to return and the approximate date of return. If a person holding an assignment notifies the appropriate department that they are permanently moving from the Rancheria, the assignment shall terminate as of the date the person leaves and the Tribal Council shall have the right to reassign it. The Assignee shall have the right to request that the assignment be reassigned in accordance with their submitted Assignment Designation Form.
	3. **Failure to Notify.** If an Assignee does not notify the Housing department as provided in Subsection (1) above, the Housing department shall notify the person within three (3) months after they move from the Rancheria that their assignment shall be revoked unless the Housing department receives written notice within thirty (30) days that the person intends to return and reside on the assignment. In the notice to the Housing department, the Assignee shall indicate the date by which they expect to return. If the Assignee fails to respond to the Housing department’s request for notice of intent, or if the person fails to return by the specified date, the assignment shall terminate, and the Tribal Council shall have the right to reassign it pursuant to Subsection (1) above.
10. **RELINQUISHMENT OF ASSIGNMENT.**

A person holding an assignment may relinquish it to the Tribe at any time by signing a written statement to that effect and filing it with the Housing Department. By signing the written statement, a person relinquishes all his or her rights and interest in the assignment and any improvements thereon as of the date specified in the statement or, if no date is specified in the statement, thirty (30) days after the statement is received by the appropriate department. Individuals relinquishing an assignment shall be eligible for future assignments. Relinquishment of an assignment shall in no way be considered a relinquishment of a person’s membership in the Tribe.

* 1. If an Assignment Designation Form is on file, the reassignment of said land may be made to such designated person upon the Assignee’s relinquishment; provided that the person designated is eligible to receive an assignment in accordance with Section 7(a). The Tribal Council may also reassign the parcel or revoke the assignment at its sole discretion. Any questions regarding the validity of the Assignment Designation Form shall be determined by the Tribal Court. Upon an Assignee’s relinquishment of their assignment, the Tribe shall provide notice of the opportunity to apply for reassignment to the primary designee. The primary designee shall apply for the assignment within thirty (30) days of the notice. If the primary designee does not apply for the assignment, or is ineligible, the secondary designee shall be provided the opportunity to apply for the assignment within thirty (30) days of notice of the opportunity to apply. If the primary and secondary designees do not apply for the assignment or are ineligible, the assignment shall revert back to the Tribe.
1. **REVOCATION OF ASSIGNMENT.**
	1. The Tribal Council has the power to revoke any assignment which is being used contrary to the provisions of this Chapter in accordance with this Subsection.
	2. Probationary Period. If the circumstances warrant, or if the situation can be resolved by implementing a probationary period, the appropriate department may request the Tribal Council to issue a probation notice to an Assignee for a violation(s) of this Chapter. A probationary period shall be implemented at the Tribal Council’s sole discretion. The probationary period shall be no more than six (6) months. Such a probation notice shall include the terms and conditions that must be adhered to in order to protect the assignment from revocation, the date of termination of the probation and tasks needed to be completed in order for probation to be terminated including any required educational courses that must be completed.
	3. Procedure for revocation of assignments. Revocation of Tribal lands assignments shall be made in the following manner:
		1. **Revocation due to Uninhabitable Land**.
			1. The Tribal Council shall have the power to revoke an assignment due to the land being uninhabitable at any time in order to protect the safety of the Assignee and the Rancheria as a whole. The Tribal Council shall have discretion to determine what constitutes uninhabitable land. If land becomes uninhabitable, the Tribal Council may also transfer an assignment if other assignment parcels are available or place the Assignee first on the waiting list for the next available parcel of land.
			2. A holder of an assignment who is aggrieved by the decision of the Tribal Council to revoke his or her assignment due to uninhabitable land may appeal the decision of the Tribal Council to the Tribal Court, which shall have the power to review the Tribal Council’s action only to the extent of determining whether the revocation was procedurally proper under this Chapter. The decision of the Tribal Court shall be final. If a revocation of assignment is upheld, and an eviction is called for, the Tribal Court shall have the authority to implement the eviction.
		2. **Revocation due to Violation of Chapter**.
			1. Revocation due to violations of this Chapter shall begin with the Tribe filing for revocation in Tribal Court. The filing shall include proof of the violations. Hearings regarding the revocation shall occur in accordance with the Tribal Court Rules. If a revocation of assignment is upheld, and an eviction is called for, the Tribal Court shall have the authority to implement the eviction.
		3. **Revocation for Other Purposes.**
			1. Whenever an assignment is subject to being revoked for Other Purposes, the appropriate department shall notify the assignment holder in writing. The notice shall state the reason for the proposed action and shall inform the person that they may, within thirty (30) days, file with the Tribal Council a written request to appear before the Tribal Council and present evidence as to why the assignment should not be revoked. If a timely request is received, the appropriate department shall notify the person of the date and time they are to appear before the Tribal Council and any procedures or guidelines for the appearance.
			2. If the holder of the assignment to be revoked appears before the Tribal Council, the Tribal Council shall make its decision within thirty (30) days after the person appears. If the holder of the assignment in question does not request an appearance before the Tribal Council, the Council shall meet at the next Council meeting or as soon as practicable and decide whether or not to revoke the assignment. The Tribal Council shall notify the holder of the affected assignment of its decision and the reasons for it within thirty (30) days after the decision is made.
			3. A holder of an assignment who is aggrieved by the decision of the Tribal Council to revoke his or her assignment may appeal the decision of the Tribal Council to the Tribal Court, which shall have the power to review the Tribal Council’s action only to the extent of determining whether the revocation was procedurally proper under this Chapter. The decision of the Tribal Court shall be final. If a revocation of assignment is upheld, and an eviction is called for, the Tribal Court shall have the authority to implement the eviction.
		4. If the assignment in question is for the benefit of a minor who is under the care of a guardian or nonmember parent, the Tribe shall make reasonable efforts to assist the guardian or nonmembers parent to come into compliance with this Chapter.
		5. Upon revocation, the Assignee shall be responsible for removing dwellings or property on the assignment in accordance with Section 8(d).

**SECTION 10. EXCHANGES AND TRANSFERS OF ASSIGNMENTS**

1. **EXCHANGES AND TRANSFERS OF ASSIGNMENTS GENERALLY.**

Except as expressly provided, no person shall exchange his or her assignment with another person or transfer his or her assignment to another person without the prior written approval of the Tribal Council.

1. **PROCEDURE FOR REQUEST.**

Persons wishing to exchange or transfer their assignments shall request permission from the Tribal Council in writing by filling out the Assignment Exchange/Transfer Request Form, stating the reason(s) the exchange or transfer is desired. The Tribal Council shall grant or deny the request within thirty (30) days of receipt of the request, whichever action it believes to be in the best interest of the Tribe. If the request for exchange or transfer is approved, new certificates of assignment shall be issued in the appropriate names.

1. **CERTIFICATE OF ASSIGNMENT.**

A new certificate shall be issued any time an assignment is reassigned, including reassignments that result from death, divorce, moving from the Rancheria, exchanges or transfer, relinquishment, or revocation.

**SECTION 11. SUBDIVISION OF ASSIGNMENTS**

1. **SUBDIVISION GENERALLY**

The Tribal Council shall have the power to subdivide an assignment at the request of an Assignee or at its sole discretion to address the needs of the Tribe, such as natural disasters, community development, infrastructure, etc.. The Assignee shall not be compensated by the Tribe for any subdivision of its assignment.

1. **REQUEST FOR SUBDIVISION OF ASSIGNMENT**

Any Assignee may request to the Tribe that its assignment be subdivided. Requests must be in writing on the Assignment Subdivision Request Form and submitted to the Housing Department. The request must include a map of the proposed subdivision, including placement of proposed dwellings if no dwelling exists on a subdivided piece. Assignees will only be allowed to retain assignment of one subdivided tract. The Assignee’s request must include which subdivision, if any, the Assignee will retain. The Assignee may, but is not required, to designate on the Assignment Subdivision Request Form that the remaining subdivided parcels (beyond its own parcel) be granted to certain eligible individuals as listed on the Form.

1. **SUBDIVISION DUE DILIGENCE**

The Housing Department shall complete due diligence on the request for subdivision, including, but not limited to, the following: 1) Ensure that a formal survey is completed of the proposed subdivided lot lines, 2) Ensure that each subdivided property has ingress and egress to a road, 3) Ensure that each subdivided property has adequate space to build a dwelling; 4) Ensure that current utilities have the capacity to handle the load of additional dwellings or that each subdivided parcel has sufficient land to install its own utilities, including septic; 5) Ensure that each subdivided property is compliant with the Tribe’s development standards and 6) Review the applications of proposed assignees for the subdivided pieces, if the Assignee has designated anyone for the subdivided pieces.

1. **APPROVAL OF SUBDIVISION OF ASSIGNMENT**

The Tribal Council may approve subdivisions of an assignment at its sole discretion. The approval shall be memorialized by Tribal Council resolution. Upon approval, a new certificate of assignment shall be issued for each of the subdivided assignment parcels, including the original Assignee.

**SECTION 12. VIOLATIONS, PENALTIES AND EVICTIONS**

1. **VIOLATIONS.**
2. Violations. Assignments are subject to revocation by the Tribal Council for violations, including but not limited to, any of the following provisions:
3. Using premises for unlawful purposes;
4. Transferring, assigning, or exchanging an assignment without the approval of the Tribal Council;
5. Illegally, or without approval of the Tribal Council, granting leases, easement, or rights-of-way;
6. Removing, without authority from the Tribal Council, fixed improvements that are part of the real property;
7. Creating a public nuisance, and otherwise allowing conditions to exist which would endanger the safety, health, life or property of another person;
8. Unauthorized destruction or damage to any land or resources, or any continuing public threat to health or safety;
9. Nonuse or the property beyond the limits established under this Chapter;
10. Willfully falsifying an assignment application or any other documents used regarding the application or occupancy of an assignment, or including incorrect information therein, if such inclusion was a deliberate and material misstatement of fact;
11. Failure to notify the Housing Department of changes to occupancy of the assignment and/or disclose any occupant’s convicted Sexual Offenses;
12. Abandoning the assignment, which for the purposes of this Chapter shall mean the nonuse, surrender, relinquishment, or disclaimer of the assigned land, whether voluntary or involuntary, or when it appears that the Assignee has no present intention or means of using the assigned land for the purposes contemplated in the assignment;
13. The Assignee has not complied with one or more Tribal ordinances, resolutions or customs and practices, or has not complied with federal or state laws;
14. The Assignee is harboring or allowing on the assigned land any person who has been excluded from the Rancheria by the Tribe or any law enforcement agency, or who presents a threat to the health, safety or welfare of the Rancheria community;
15. The Assignee is guilty of child, family or elder abuse, or is allowing illegal drug possession, use, distribution or production on the land;
16. The Assignee violates any agreement made with the Tribal Council regarding its Assignment.
17. A violation of this Chapter, any regulation, policy or procedure promulgated under this Chapter shall be considered a violation of this Chapter.
18. Notwithstanding the above-named considerations, the Tribe will not revoke an assignment solely based on political or religious affiliations, beliefs, or acts of the Assignee, or solely based on the sex, sexual orientation, or gender identity of the Assignee.
19. Any person may make a report of a violation of this Chapter to the Tribe’s Housing Department. Reports may be made confidentially in accordance with the Housing Department’s Policies and Procedures.
20. **PENALTIES.**
	1. The Tribal Court shall have the sole and exclusive power to impose penalties under this Chapter.
	2. The Tribal Council, or its designee, may petition the Tribal Court to impose a penalty on an Assignee for violation of this Chapter by filing a petition in accordance with the Tribal Court Rules. The Tribal Court shall hold a hearing on the petition and provide the Assignee with an opportunity to contest the penalty.
	3. The penalty for violation of any provision of this Chapter may include, but is not limited to, the following:
		1. An assessment of an appropriate civil penalty or fine based on severity of the violation. For a first offense, the Tribal Court may impose a penalty of five hundred dollars ($500.00). For each violation thereafter, the amount may be increased by one hundred dollars ($100.00) per incident or per day, with a maximum penalty of one thousand dollars ($1,000.00) per violation. Each day in which the violation occurred may be considered a separate violation.
		2. Any other penalty as determined appropriate by Tribal Court findings.
	4. Other Penalties. Nothing in this Chapter shall be construed to prohibit or otherwise limit the application of other Tribal and federal laws to violations of this Chapter or further legal action under applicable laws.
21. **EVICTIONS**
	1. The Tribal Court shall have the authority to adjudicate an eviction.
	2. Who May File. The Tribe may file a petition for eviction against any individual living on an assignment, including an Assignee for violation of this Chapter. An Assignee may file a petition for an eviction of an individual living on its assignment for any reason.
	3. Petition. The Petition must contain the following information:
		1. The name of the person against whom the claim is brought;
		2. The address of the premises in which the individual lives;
		3. The grounds for eviction; and
		4. Any other relief requested.
	4. Process. The Court shall process an eviction in accordance with the eviction procedures contained in the Housing Ordinance, as applicable. If there is not a Housing Ordinance in effect, the Court shall at a minimum hold a hearing to address the eviction petition and hear any defenses asserted by the opposing party.
		1. If an individual fails to appear in person or in writing on or before Hearing, the Court shall enter judgment on behalf of the Tribe or Assignee and determine whether relief should be granted and the kind of relief that should be granted.
	5. Order. Within five (5) calendar days following the Hearing Date, the Court shall grant and enter an order of judgment and the judgment shall grant all relief that the parties are entitled to as part of the date of judgment.
	6. Notice of Order. Any notice of order of judgement to leave a premises by a certain date set by the Court shall be by written order of the Court and shall be delivered to the individual in the following manner:
		1. Delivery shall be made by a law enforcement officer of the Tribe, Local Law Enforcement, or any person authorized by the Tribal Court.
		2. Delivery will be effective when it is: personally delivered to the individual with a copy delivered by mail, or personally delivered to an adult living in the premises with a copy delivered by mail, or personally delivered to an adult agent or employee of the individual with a copy delivered by mail.
		3. If the notice cannot be given by means of personal delivery, or individual cannot be found, the notice may be delivered by means of: certified mail, return receipt requested, at the assignment, or securely taping a copy of the notice to the main entry door of the premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, include a tribal office and by delivering a copy by first class mail, postage prepaid, addressed to the individual at the assignment.
	7. Execution of Judgement. An eviction order may be executed by a duly authorized law enforcement officer or officer of the Court, appointed by the Court for such a purpose.
		1. To execute the order, the officer shall:
			1. Remove all evicted persons from the dwelling and verbally order them not to reenter;
			2. Provide a copy of the order of eviction to all adult occupants;
			3. Post copies of the order of eviction on the doors of the premises if there is not any adult occupant present at the time of execution; and
			4. Supervise the removal of possessions of the evicted persons.
		2. Any law enforcement officer shall, upon receipt of an order of the Court, execute the judgment or order within five (5) calendar days of the date of the judgment or order and make a report to the Court on what was done to enforce it.
		3. Any law enforcement officer to whom a judgment or order is given for enforcement who fails, in the absence of good faith, or refuses to execute it shall be subject to the repayment of reasonable damages, costs, and expenses to a party for failure to execute the judgment and/or suspension from employment, if applicable. All other portions of the judgment shall be subject to execution in the manner otherwise provided under tribal law.

**SECTION 13. CONFIDENTIALITY**

1. **ACCESS TO ASSIGNMENT RECORDS.**

The Tribal Council recognizes that records concerning an individual’s assignment may contain sensitive and personal information. Accordingly, the Tribal Council declares that assignment records are confidential. Only members of the Tribal Council and designated staff shall have access to assignment records unless specified below. All information will be kept confidential and only will be released as described below or in accordance with the Tribe’s Request for Information Policy, or as outlined an ordinance or code of the Tribe.

* 1. Release of Information to Outside Parties or Individuals. If a Tribal Member desires to have any assignment information released by the Tribe, the individual must complete and provide to the Housing Department the Release of Information Form. The Form must specify which information can be released and to whom it may be released.
	2. In the event of an active emergency, information may be released by the Tribe regarding an assignment and its occupants. Tribal Council or staff releasing the information shall document the reason for the release of information and to whom and what information was released. Emergency releases should be avoided if possible.
	3. The Tribal Council may authorize a release of information to a process server or government agency regarding an assignment and its occupants by majority vote.
	4. Assignment files may be disclosed following a Release of Information to:
		1. An individual asking to see the file of his or her parents or children;
		2. An attorney or other person asking to see the file of an individual they represent when such representation is authorized in writing;
		3. Tribal departments, committees, officials, federal and state agencies, as required when the information is needed to determine an individual’s initial or continuing eligibility for enrollment, aid, services, or other benefits accruing on the basis of Tribal membership; pursuing an investigation or prosecution of alleged or suspected fraud of similar abuse of the assignment program; or the information is needed for the purpose of benefiting the Tribe as a whole as determined by the Tribal Council.
	5. The signed Release of Information Form and a notation must be made in the Assignee’s file following the release of information, documenting to whom, what, when and where the information was released.
	6. Information made available to members of the Tribal Council and/or designated staff shall not be used for any purpose other than as described within this Ordinance or an individual’s eligibility for aid, services or other benefits as relating to Tribal Membership.
	7. File Review. A note shall be entered in each file reviewed or for any other purpose, showing who reviewed the file, the date reviewed, and the purpose of the review.
	8. The files shall be stored in a place physically secure from access by unauthorized persons.
	9. Electronic files shall be stored and processed in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal or other means.
	10. The Tribal Administration shall on a continuing basis instruct all personnel who have access to the files as to the confidential nature of the files, and the requirements of this Section. Failure of any Tribal employee to comply with the confidentiality provisions set forth in this statement shall result in disciplinary action as determined by the Tribe.

**SECTION 14. GENERAL PROVISIONS**

1. **SOVEREIGN IMMUNITY.**

Nothing in the provisions of this Chapter constitutes consent by the Trinidad Rancheria or its sub-organizations to be sued in any court. Neither this Title nor any action (or inaction) taken by the Trinidad Rancheria or its sub-organizations pursuant to this Title represents a waiver of the Tribe’s sovereign immunity for any purpose.

1. **INTERPRETATION.**

The final interpretation and application of this Chapter shall rest with the Trinidad Rancheria Tribal Court and any decision of the Tribal Court shall be final.

1. **VESTED RIGHTS OF INDIVIDUALS.**
	1. Nothing in this Chapter shall be construed to establish any nonmember rights in any Tribal or Rancheria resources, property or assets that may be held for the benefit of the Tribe or any individual member of the Tribe. Nothing in this Chapter shall be construed as establishing any individual rights of any Tribal Member beyond those recognized by Tribal and federal law.
	2. Nothing in this Chapter shall be construed to establish jurisdiction in any department, agency, or government that is not recognized by the Tribe and federal law.
2. **AMENDMENTS.**

This Chapter, or any section herein, may be amended by a majority vote of the Community Council.

1. **SEVERABILITY.**

If any part of this Chapter is found void and without legal effect, the remainder of the Chapter shall continue to remain in full force and effect, as though such part had not been contained therein.

1. **EFFECTIVE DATE.**

This Chapter shall take effect on the date it is approved by the Community Council.

**CERTIFICATION**