

Yurok Tribal Code, Land Management and Property

YUROK TRIBE RESIDENTIAL LAND ASSIGNMENT ORDINANCE

Pursuant to its authority under Article IV, Section 5 of the Yurok Constitution, as certified on November 24, 1993, the Yurok Tribal Council hereby enacts the following Ordinance regulating the assignment of Tribal trust lands for Tribal member residential use.

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GENERAL PROVISIONS

SECTION 1001. Title

This Ordinance shall be referred to as the “Amended Yurok Residential Land Assignment Ordinance.”

SECTION 1002. Authority

- (a) This Amended Yurok Residential Land Assignment Ordinance to convey land assignments or land use permits for residential purposes to Yurok Tribal Members throughout Yurok Territory is established by the Yurok Tribal Council under the authority delegated to it by Article IV, Section 5 of the Constitution of the Yurok Tribe, as ratified on November 19, 1993. Article IV, Section 5(a) states in part “...*the Yurok Tribal Council shall have the authority to enact legislation, rules and regulations not inconsistent with the Constitution to further the objectives of the Yurok Tribe as reflected in the Preamble to this Constitution, [and to] manage Tribal lands and assets.*” Article IV, Section 5(h) states, in part, “*The Yurok Tribal Council shall have the authority to act on behalf of the Tribe to ... assign and manage all tribal property ...*”
- (b) This Amended Yurok Residential Land Assignment Ordinance supersedes all former Yurok Tribe and Bureau of Indian Affairs (BIA) land assignment practices and procedures as they relate to lands held in trust for the benefit of the Yurok Tribe. All BIA Revocable Land Use Permits are deemed to be invalid and must be reprocessed to be in compliance the Yurok Tribe Residential Land Assignment Ordinance. Review and management of all land assignments and/or land use permits shall be the responsibility of the Yurok Tribe.
- (c) Except for land leased to the Yurok Economic Development Corporation or the Yurok Indian Housing Authority, all interests in Tribal trust land shall be granted solely by the Yurok Tribal Council. The Tribal Council shall not recognize as valid any assignment, conveyance, permit, and/or other agreement relating to the use of tribal land except in accordance with this Ordinance. This Ordinance applies only to land held in fee by the Tribe, or in trust for the Tribe. It does not apply to lands held individually in fee, whether held by a Yurok or non-Yurok person, nor does it apply to any lands held in individual trust by a Yurok or non-Yurok person, for instance, as an allotment. Tribal lands leased to the Yurok Economic Development Corporation or the Yurok Indian Housing Authority shall be governed by the terms of that lease.

SECTION 1003. Findings

Commentary: Are there specific findings that Tribal Council should adopt as a part of this ordinance? Are there cultural findings or considerations that should be incorporated in this section?

SECTION 1004. Sovereign Immunity Preserved

Except as judicial review is authorized in this Ordinance, and in accordance with the Yurok Tribe’s Supreme Ordinance, nothing in this Ordinance shall be interpreted as a waiver of the Tribe’s

sovereign immunity from unconsented lawsuit, or as authorization for a claim for monetary damages against the Tribe.

Commentary: Should there be a limited waiver of sovereign immunity for the limited purpose of permitting the Yurok Tribal Court or other judicial review body created by the Tribal Council to review the decisions of the Tribal Council to revoke an assignment granted under this Ordinance? This waiver would apply only to actions for declaratory and injunctive relief deriving from the decisions of the Tribal Council to revoke an assignment of a Yurok Tribal member or family member thereof. The Tribe expressly disclaims any intent to waive its immunity from judgments awarding money damages or the recovery of monetary relief. The Tribe does not waive its immunity from suit in any federal or state court for any purpose. The findings and conclusions of the Yurok Tribal Court in actions filed under this Ordinance shall have no preclusive effect, whether res judicata, collateral estoppel or otherwise, in any judicial forum for any purpose.

SECTION 1005. Severability

If any provision of this Ordinance or its application to any circumstance or person, corporation, or entity is held invalid, the remainder of the Ordinance or application of its provisions to other circumstances or persons, corporations or entities shall not be affected, and to this end, the provisions of this Ordinance are severable.

SECTION 1006. Effective Date

This Ordinance shall take full effect immediately after adoption by Council.

SECTION 1007. Repeal of Conflicting Ordinance Provisions

All prior ordinance provisions previously enacted by the Tribal Council and inconsistent with the provisions of this Ordinance are hereby repealed. If the provisions of this Ordinance conflict with the provisions of any other previously enacted ordinance, the provisions of this Ordinance shall control.

SECTION 1008. Definitions

In construing the provisions of this Ordinance the following words or phrases shall have the meaning designated unless a different meaning is expressly provided, or the context clearly indicates otherwise:

- (a) *Application* means Yurok Revocable Residential Land Assignment Application.
- (b) *Assignable land* means tribal trust or tribal fee lands made available for residential land assignment by formal action of the Yurok Tribal Council.

Commentary: “Made available for formal action” prevents staff and members from creating new land assignments without the prior knowledge of the tribal council, which has occurred.

- (c) *Assignment* means a Yurok Revocable Residential Land Assignment.

- (d) *Competent* refers to the ability of an individual to carry out his or her own legal affairs. In order to be held competent, a person must (1) 18 years of age, or older and (2) have the mental capacity to make or carry out important decisions regarding his or her affairs. The Tribal Council reserves the right to accept or reject the appointment of a legal guardian to apply for or manage affairs related to a tribal land assignment. If the Tribal Council approves a guardian to manage a tribal land assignment in behalf of an assignee, the appointment shall be reviewed annually to ensure the guardian is successfully fulfilling their duties. The Tribal Council reserves the right to determine the appointment at any time with, or without reason.
- (e) *Council* means the Yurok Tribal Council.

<p><i>Commentary:</i> Are there specific findings of competency that should be identified by this Ordinance?</p>
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- (f) *Department* means the Yurok Tribe Planning Department.
- (g) *Domestic use*, in reference to water consumption, means that water used for household purposes or for growing of food for personal consumption.
- (h) *Family* means the nuclear family consisting of one or more parents or legal guardians and their minor children, as well as such other adults of the extended family (grandparents, aunts, uncles or cousins) as may live with the nuclear family on a regular and extended basis, consistent with Yurok cultural standards and values.
- (i) *Marriage* or *married couples* means two people who have been joined together by legal matrimony, common law or “Indian Way.” “Indian Way” and common law must be certified by the Yurok Tribal Court.
- (j) *Minor* means a Yurok Tribal Member under the age of eighteen years.
- (k) *Primary Residential* means a dwelling constructed as a permanent home, and not a vacation home, for a period of at least nine months of the year, for a family or extended family unit and not used solely for commercial purposes, except that the dwelling may contain, for example, a small home-office.
- (l) *Reservation* shall mean all land, air, and water located within the exterior boundaries of the Yurok Indian Reservation.
- (m) *Tribal Council* or *Council* shall mean the duly elected governing body of the Yurok Tribe.
- (n) *Tribal Member* shall mean a duly enrolled member of the Yurok Tribe.
- (o) *Tribe* shall mean the Yurok Tribe, federally recognized by the United States of America.

CHAPTER 1. ESTABLISHING A NEW LAND ASSIGNMENT

SECTION 1101. Land Available for Residential Assignment

Only Tribal land that is designated by the Tribal Council for residential use shall be used for assignment to Tribal members. The Tribal Council shall have the right to reserve tribal land for uses that are beneficial to the current and/or future members of the tribal community.

SECTION 1102. Size of Assigned Lots

The Tribal Council reserves the right to specify and limit the extent and acreage of areas to be assigned. All assignments shall be sufficient in size to accommodate health and safety requirements, including sanitation and required setbacks. Protection of cultural and environmental sites and the conservation of tribal assets for current and future generations shall be taken into consideration when determining assignment lots size.

Commentary: Council, by Action EA9 (2002), approved that a Land Assignment applicant shall be approved for “no more than 1.25 acre-parcel, however, the Tribal Council may approve exceptions for assignment permits approved prior to 1/1/88.” Should this be memorialized by this Ordinance?

Assignments are not required to be uniform in size or acreage. Assignments should generally be no more than 1.25 acres. Consideration shall be given to current and future tribal land uses, approved land use plans, zoning, ingress and egress requirements, utility and roadway easements, economic needs and other considerations when sizing assignments.

SECTION 1103. Approval of Assignments of Lands

- (a) Review. Assignments of Tribal lands shall be granted solely by the Yurok Tribal Council, after review of the application and recommendations from the Land Assignment Review Committee.
- (b) Establishment of the Land Assignment Review Committee. Tribal Council hereby establishes the Land Assignment Review Committee, with designated representatives from the Yurok Departments of Planning, Realty, Executive, Housing, Legal, GIS, and Environmental. The Tribal Council may appoint others to the Land Assignment Review Committee as deemed necessary.
- (c) Establishment of Review Timelines. Upon the effective date of this Ordinance, Council hereby establishes a policy directing review timelines for each member of the Land Assignment Review Committee. Policies may be amended by resolution as such time intervals necessary, as determined by Council.

Commentary: What timelines do you think are appropriate for Department review?

- (d) The Land Assignment Review Committee shall make every effort to pre-qualify land assignments so as to make lands ready for residential home assignments, whenever possible. Prequalification of land assignments will serve to minimize the time required to complete the review of a land assignment application.
- (e) Tribal lands, not previously approved by Council, for residential land assignments, shall not be applied for or made ready for residential land assignment without the prior approval of the Tribal Council.
- (f) Residential land assignments shall be located in areas previously zoned by the Tribal Council for residential development.

SECTION 1104. Persons Eligible for Assignment

There shall be only one assignment approved per household. Assignments shall be given to a person only if he or she satisfies all of the following:

- (a) Person enrolled as a member of the Yurok Tribe.
- (a) Tribal member, male and female, eighteen (18) years of age or older
- (b) Members who are legally competent to manage the land and their personal affairs in a successful manner.
- (c) Members who have not already been assigned a tract of tribal land by this or any other Tribe.
- (d) An assignment may be issued, upon the approval of the Council, for the benefit of a minor child who would be eligible to receive an assignment upon reaching a specified age, but whose parents may have been separated by death or legal divorce, with the result that said minor child is in the custody of a non-member Indian having no home of his/her own.
- (e) Members who do not own other land that is suitable for residential purposes, regardless of location. For purposes of determining other land ownership, a minor interest of less than fifty-one percent (51%) in an Indian allotment or fee real property shall be excluded from consideration as being suitable for residential purposes.
- (f) Members who have adequate resources to construct a standard residence and utilities on an unimproved land assignment. An authorized letter from the Yurok Indian Housing Authority granting housing funds dependent upon Tribal Council approval of a tribal land assignment shall substitute for these purposes.

Commentary: Drafters of this proposed amendment also considered the following language to replace the YIHA letter: “Lender Pre-qualification. The Tribal Member must provide a prequalification letter or other written documentation from a lender that describes the conditions, including the date and amount, under which financing will be made available to the Tribal Member for development of a residence on the proposed Assignment.” What do you prefer?

Commentary: Are there any factors that should disqualify a tribal member from being issued an Assignment? Consider: (A) having a previous assignment canceled for cause within (5) years from the date of application; (B) not being in good standing with the Tribe, e.g. has been excluded from the Reservation, in violation of Tribal ordinance(s); (C) others?

SECTION 1105. Assignment to Multiple Persons

There shall be only one person named as the assignee. That person(s) shall be known as the “assignee.”

SECTION 1106. Application Process

- (g) All applicants for a residential land assignment must complete and file a written *Yurok*

Revocable Residential Land Assignment Application (Application) with the Department, along with appropriate signatures, notarizations, maps, background check fees, etc.

- (h) The Department shall review the Application for completeness. Incomplete or ineligible Applications shall be returned to the applicant within 30 days, along with a letter stating why the Application is incomplete and/or the reason for returning the Application. No further action shall be taken on the Application until it is properly completed and returned to the Department.
- (i) A separate Application shall be made for each land assignment applied for by an applicant.
- (j) After receipt of a properly completed Application, the Department shall:
 - A) Determine that Council has designated the tribal land applied for as a home site eligible for residential tribal land assignment.
 - B) Verify with the Yurok Enrollment Department that the applicant is an enrolled Yurok tribal member, eighteen (18) years of age or older.
 - C) Research the applicant's family or ancestral ties, if any, to the assignment. .
 - D) Verify that the applicant is not assigned land by the Yurok or other tribe, does not own other property or does not own 51% or more of an allotment either on or off the Yurok Reservation.

Commentary: Subsection (D) is a new addition in this proposed amendment meant to clarify who the Tribe should be granting residential assignments to – those that do not own other property. Do you agree with this addition? If not, do you have a suggested revision?

- E) Review the suitability and accessibility of the assignment to essential utilities, such as, roads, water, electricity and wastewater and other issues that may impact the decision to approve the residential land assignment.
- F) Verify the applicant has sufficient financial resources, or timely access to financial resources, to make beneficial use of the lands for which the Application is made.
- G) Conduct a background investigation of the applicant and other adults that will be living on the assignment.
- H) Conduct a determination of the greatest benefit to the Tribe in assigning the land, including factors, such as family ties, willingness of the applicant to return to the Yurok Reservation, and abilities of the applicant to establish and financially manage and care for a home and surrounding land on a residential land assignment.
- I) Refer the Application, along with all supporting documentation, to the Land Assignment Review Committee for further recommendation.

- J) Upon the Land Assignment Review Committee recommendation of the Application, the Department will obtain concurrence from the Yurok Tribal Historic Preservation Officer (THPO), Yurok Tribal Environmental Program (YTEP), Yurok Fisheries, Yurok Office of Tribal Attorney (OTA) and other essential concurrence deemed necessary. If no response is received from THPO, YTEP, Yurok Fisheries or Yurok OTA within 30 calendar days of notification, it shall be deemed approval for the Application.
- K) Refer the Application, along with all supporting documentation and recommendations, to Tribal Council for a final decision.

(k) The Land Assignment Review Committee shall be responsible for oversight on the implementation of this Ordinance and all applicable policies and procedures. The Land Assignment Review Committee shall determine which applicant is likely to produce the greatest benefit for the Tribe and Reservation Community and provide recommendations as such to the Council. Upon the Land Assignment Review Committee's determination that the applicant is eligible for an Assignment and the lands sought by the applicant have not already been assigned or otherwise dedicated to other current or future uses, the member's application will be considered by the Land Assignment Review Committee. In considering whether to recommend the Application to the Council, the following factors shall be considered:

- (1) A determination of the greatest benefit shall include, but not necessarily be limited to, consideration of familial ties to the assignment, willingness of the family to return to Yurok Reservation, and abilities of the applicant(s) to establish a home site on the assignment.
- (2) Whether the applicant possesses sufficient financial resources, or has timely access to financial resources, to make beneficial use of the lands for which the application is made;

Commentary: Should there be minimum thresholds to determine "sufficient financial resources" to make beneficial use of the lands? Should this standard vary depending on the state of the land at time of assignment (e.g. if the property needs a new septic system before use can be beneficial?) If there is no minimum threshold, what protections do members have to dispute a finding that they do not have sufficient financial resources?

- (3) Whether the applicant and other members of their household have a history of criminality or illegal drug use or sales, or is likely to harbor or allow criminality or drug use or sales on the assigned land. The Land Assignment Review Committee may take into consideration the length of time since the last documented incident, and the applicant's current good standing in the appropriate community.

Commentary: Should the Ordinance allow or permit review of criminal behavior more than 5 years old? Should notice be provided to neighbors? For example, should crimes of sexual abuse be taken into consideration if more than 5 years old? Others?

- (4) A background check on the applicant, and other adult members of their household, shall be performed to confirm or identify any potential background concerns; the applicant is subject to payment for all applicable background investigation fees conducted for the purpose of satisfying this requirement. Applicants who do not pay for the appropriate background processing fees shall have their Applications returned. No Application will be processed until background processing fees are paid.
- (5) Whether the applicant's proposed use of the land would be in the best interests of the Reservation community, and whether such use would be compatible with, or create a nuisance, to adjacent properties, or to the district or reservation;

Commentary: Should adjacent property owners receive written notice of pending assignment by the Tribe? Is posting information on the Tribe's newsletter sufficient?

- (6) Manner in which adjacent properties and/or the community will be notified of a pending Application.
 - (7) Whether the applicant has a family or ancestral connection to the parcel or ancestral village
- (l) When potential assignments are in or near a historical village sites and/or areas of cultural concern, development at these sites shall proceed pursuant to policies adopted by the Tribal Council;
 - (m) The size of the assignment shall be determined, taking in the account the size of the current home site, water and sanitation, accessibility etc., with the goal of maximizing the beneficial use of available tribal lands. Assignment parcels shall be no larger than 1.25 acres; however, the Tribal Council may approve exceptions for assignment permits that were approved prior to January 1, 1988.
 - (n) Notwithstanding the above-mentioned considerations, the Tribal Council shall not deny an assignment based on the political or religious affiliations, beliefs, or based on the sex or sexual orientation of the applicant. The Council, subject to this Ordinance, shall have the right to make assignments of land to any eligible person whose special needs and circumstances warrant the granting of an assignment. The applicant shall be required to complete all forms, including signatures and notarizations and provide all documents and fees necessary to process an assignment.
 - (o) Assignees shall be required to reimburse the Yurok Tribe for a pro-rata share of property taxes assessed on assigned tribal fee property. Review Timeline.
 - a) All Applications will be date stamped upon receipt by the Department.
 - b) The Department will review all Applications for completeness within 30 calendar days from the date the Application was received by the Department.
 - c) The applicant will be notified within 15 calendar days, if the Land Assignment Committee denies the Application for lack of completeness, along with the reason(s) for the denial.

- d) Upon the recommendation of the Land Assignment Committee, the tribal community will be notified of the Land Assignment Committee's recommendation on a pending Application. Any Tribal Member may oppose or support an Application by filing a written document to the Department. All Letters for or against the Application, received in a timely manner, will be provided to the Land Assignment Committee
- e) Applicants will be notified of the date and location of the Tribal Council meeting to discuss the Application.
- (p) Applicants shall be notified in writing of the Land Assignment
- (q) Any Tribal Member may oppose or support an application for an Assignment by filing a written document to the Department. All letters for or against the application, received in a timely manner, will be provided to the Land Assignment Committee and Tribal Council to assist them in making an informed decision on the Application.

SECTION 1107. Issuance Timeline

- (a) At the next regularly scheduled Council Action meeting following complete review, a representative from the Land Assignment Committee shall present the Application to the Tribal Council, along with recommendations and written support and objections to the Application. The representative shall answer questions Tribal Council may have concerning the recommendations of the Land Assignment Committee. The applicant will be allowed to address the Council and present any information in support of granting their Application.
- (b) Council shall vote, by roll call, on the issuance of each Action Item for a Residential Land Assignment. Action Items shall be permitted to be tabled to the next regularly scheduled Council Meeting upon a showing from Tribal Council that additional information is required before taking action. Applications may be discussed in closed session so as to protect matters of confidential or of a sensitive nature. Certificate of Assignment

SECTION 1108. Issuance.

- (a) Every residential land assignment of tribal land made by the Tribal Council shall be evidenced by a *Certificate of Residential Land Assignment* (Certificate) which shall describe the property assigned, list the name of the person to whom the parcel is assigned, the date of the assignment and its duration, any terms and conditions of occupancy, and shall be signed by the Chairperson of the Tribal Council. The original Certificate shall be given to the person named in it and a copy shall be kept on file at the Tribal Office, and recorded with the Yurok Tribe Enrollment Department.
- (b) Record. A complete record of assignments shall be maintained in the Department, and shall indicate the status of each parcel of assignable land. Upon the approval of the Council, Residential Land Assignment records may be open for inspection by members of the Yurok Tribe, with the exception that any enrollment records including beneficiary designations and other records of a confidential nature that may be a part of the application or assignment file shall remain confidential. Length of Assignment

- (c) The holder of an assignment, in full compliance with this ordinance, shall be entitled to the use and occupancy of the assignment for a period not to exceed nineteen (19) years. The assignment shall automatically renew after each assignment period expires, provided the living assignee is in full compliance with this ordinance.

SECTION 1109. Use of Property

- (a) Parcels of tribal land assigned to individual members shall be used only as permanent residential home sites for the assignees and their immediate family members

Commentary: What is intended by “immediate family” in this section? How does this definition differ from the definition of “family” in the definitions section of this ordinance?

- (b) There shall be one occupied primary dwelling unit (house, mobile home, motor home, travel trailer, or recreational vehicle) allowed per assigned lot. This dwelling unit shall be so constructed as to meet all applicable Uniform Building Codes health and safety codes, including, for instance, plumbing, septic and electrical codes.

A second residential dwelling may be permitted on the residential land assignment for use by a caregiver or adult child of the assignee with the recommendation of the Land Assignment Committee and Council approval. Ownership of the second dwelling shall vest with the assignee under all terms and conditions of this Ordinance. *Commentary:* This Ordinance infers that the applicant must have resources for a dwelling. Therefore, the applicant must have an existing stick built, mobile home, or sometime of dwelling on the assignment, an award letter from YIHA or other housing program, or housing loan or other verification of resources available to construct a home. Is this the intent of the drafters? Should these all be a part of the application process?

- (c) In no event shall any travel trailer, motor home, or recreational vehicle or other vehicle be allowed on the premises as permanent dwelling, except that a travel trailer or motor home may be occupied during the pending approval and/or construction of a permanent residence. Abandoned, non-operational or substandard travel trailers, motor homes, modular homes, vehicles or recreational vehicles shall be dismantled and/or removed from the premises.

Commentary: Who is going to inspect the place of residence? Where does the funding come from to pay for these inspection services?

Commentary: Should the Tribe reconsider the limitations to use of travel trailers, motor homes, or recreational vehicles? If so, how do we continue to protect and individuals and the environmental by ensuring that electrical and septic standards are met and maintained?

- (d) The assignee shall have up to six (6) months to commence permanent residence in an existing dwelling on the assignment or forty-eight (48) months to finalize construction of a new dwelling on the assignment. Failure to comply with these required timelines are grounds for cancellation of a land assignment by Council for good cause, and the Tribe shall have the right to reassign the assignment. An Assignee may seek Council approval for a time extension to these timeline requirement upon the establishment of a good

cause or valid excuse. A valid excuse may include, but not necessarily be limited to, military deployment, school attendance, and medical leave. The Assignee shall be required to submit written verification to the Department to support the continued need to be absent from the assignment for the Council approved timelines. The Department shall submit the request to the Tribal Council for a final decision.

Commentary: It can take several years before YIHA completes a home from the time a person is approved or I.H.S. installs water and wastewater. Should this timeline be taken into account in this section?

- (e) Under no circumstances shall an assignee rent, lease, let, barter with, and/or receive monetary consideration in exchange for others to live on, or conduct a business, on the assignment, either within the primary residence, second unit, outbuilding, travel trailer, mobile home, tent, or other form of residence or structure. Except that the Tribal Council may approve the renting or other utilization of the assignment, and if so approved, all rents collected shall become the property of the Tribe and not the assignee.
- (f) All riverfront access routes, water rights, timber and natural resources, roadways, access routes, tribal infrastructure, tribal buildings, easements and right-of-ways, either current or future, shall remain under tribal control under whatever rules and regulations the Tribal Council deems necessary.
- (g) An assignment may be revoked if any of these or other conditions of this Ordinance are not met.

SECTION 1110. Interest Conveyed

An Assignment under this Ordinance is a grant from the Tribe, through the Tribal Council, for permission to use and occupy a described portion of a parcel of Tribal land for such purposes, for such time, and under such conditions as set forth in this Ordinance. 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 Council, as circumscribed herein. The Tribe through a resolution duly adopted by the Council, except as otherwise limited herein may terminate an Assignment. An Assignment may not be leased, rented, assigned, mortgaged, made subject to a lien, placed as collateral or otherwise encumbered in any manner. On all assigned lands, the Council expressly reserves the right to grant easements and rights-of-way for public or tribal purposes without the consent of the assignee.

CHAPTER 2. USE AND COVENANTS OF ASSIGNMENT

SECTION 1201. Yurok Right to Periodic Site Visits

- (a) Required Site Visits. At a time frequency deemed appropriate by the Council but no less frequently than annually, the Tribe's authorized representative shall conduct a site visit of the Assignment. The Assignee, by virtue of their acceptance of a Yurok Residential Land Assignment, agrees to allow these site visits and shall not obstruct or hinder these site visits from occurring. The Assignee has a right to be present during site visits. The Department shall give, at minimum, 24 hours' notice of required site visits. The Council shall adopt a policy on frequency of required Site Visits by Tribal resolution.

- (b) If during a site visit, a violation of this Ordinance is discovered on the Assignment, then the Department shall notify the assignee in writing of the violation and provide a date by which corrective action must be taken. All expenses required to comply with the corrective action are the financial responsibility of the assignee.
- (c) Emergency Site Visits. Upon a determination by either the Council or an authorized representative of the Tribe, that an emergency situation or threat to tribal property interest exists or has cause to believe an illegal activity is or has occurred on the Assignment, the Tribe's authorized representative shall have the right to enter the property and inspect without notice in order to protect the Tribe's interest in the property or to respond to an emergency situation. There shall be no fee assessed to the Assignee for Emergency Site Visits, unless the emergency is the fault of the Assignee and Council determines an appropriate fee is required.
- (d) Required Fees. The Tribe may adopt a reasonable fee for Site Visits. Assessed site visit fees shall be due within 30 days of receipt of bill. Failure to pay the fee may result in non-renewal and/or termination of the Assignment. The Council shall adopt a policy setting the fee for required Site Visits by resolution, the policy shall also include the process and factors to qualify for fee waivers for hardship.
- (e) This section in no way precludes or lessens the Tribe's right to access the site for other valid reasons including but not limited to, responding to emergencies and/or acting on a valid search warrant.

SECTION 1202. Title to Building and Ownership of Improvements

Any house, building, structure, or other improvement placed on an assigned lot by and at the expense of the current assignee shall be designated as personal property, of the current assignee not real property, and shall not be deemed affixed to the realty. Title to buildings and improvements placed upon the land by the current assignee shall rest with the assignee and may be removed or sold by the assignee at any time while the assignment is in effect. Exceptions shall apply to structures or improvements built by the Tribe, or Yurok Indian Housing Authority which shall be owned by the Tribe unless a written and duly authorized reconveyance has been approved by the granting authority. The current assignee does not gain ownership over any buildings or improvements on the assignment that were placed on the assignment prior to the date of approval of their assignment.

The assignee is financially responsible for the removal of any debris, materials, trash or other items remaining after the removal of improvements. If the assignment is relinquished by the assignee, or if the Council cancels the assignment, the time limit for the removal of the improvements and other property of the assignee is six (6) months, or the date the Council reassigns the assignment, whichever comes first. The assignee shall also be responsible for removing all debris, trash and vehicles from the property within a six (6) month period of time. After the above prescribed time periods, title to buildings, improvements and other property will attach to the land and may not thereafter be removed except with the written consent of the Council. The Council may assess the assignee for the financial cost of damages to property and clean up or removal fees.

- (1) The assignee shall obtain the consent of the Tribe prior to constructing any

improvements, such as buildings, fences, tanks, gates, paved driveways, concrete foundations or other types of construction or property improvements.

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.

SECTION 1203. Disposition of Improvements

It shall be the responsibility of the owner of improvements to arrange for their removal 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 six (6) months after the assignee moves from the assignment or by the time the Council reassigns the assignment, the improvements will be considered abandoned and the Tribal Council has the right, after appropriate notice to the owner, to seek a declaration of abandonment in the Yurok Tribal Court. In seeking a declaration of abandonment from the Court, the Tribal Council shall follow the procedures established in this Ordinance.

SECTION 1204. Construction Standards

- (a) 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 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 Yurok Tribal building, health, safety and environmental clearances and codes.
- (b) The assignee shall provide a “Water and Septic System Compliance Certification,” from the Indian Health Service (IHS) and/or from the Yurok Public Utility District (YPUD), to the Yurok Planning Department before installation of a modular unit and/or new home construction. The Yurok Public Utility District must provide a “Will Serve” letter for all primary, and secondary residences, to be served by a Yurok Tribe community water system, when such services do not currently exist. The cost of connecting residences, not previously served by the Yurok Public Utility District, shall be the responsibility of the assignee. The Department shall assist the assignee in applying for Indian Health Services where applicable.
- (c) The assignee is responsible for maintaining all plumbing lines and fixtures in good working order, free from leaks, both within their residence and outside their residence up to their water meter.
- (d) An assignee may be permitted to install a portable toilet, regularly serviced by an approved portable toilet vendor or composting type of indoor or outdoor toilet, if assignee can demonstrate that the portable toilet will not endanger a water source in any fashion, will not endanger the health of any person, and will meet the environmental, building safety or health standards of any applicable federal or Tribal statutes, ordinances or regulations. In no event will an outdoor toilet be allowed in a community or subdivision in which the housing density is more than one house per acre.

- (e) The assignee is obligated to build and maintain in good repair his half of line fences between himself and his neighbor.
- (f) Exceptions. In the event an assignee may have a home on assigned land that was built before this ordinance or any Tribal building, health and safety ordinances were passed, and that home does not meet certain of the standards or codes mentioned in this ordinance, the Yurok Indian Housing Authority will work with the assignee in accordance with existing regulations and priorities, to assist in seeking eligible funding to bring the home up to those standards or codes, because the Tribe recognizes the difficulty some Tribal members may have in finding funds to perform the necessary improvements. Applications for a Hardship Exception shall be submitted to the Yurok Tribe Planning Department. The Planning Department will send a written response to the applicant within thirty (30) calendar days, approving or disapproving the Application for a Hardship Exception. In case of disapproval, the applicant may apply within fourteen (14) calendar days to the Land Assignment Committee for a hearing of the issue. A hearing will be scheduled within thirty (30) calendar days of receipt of a request for a hearing. The Land Assignment Committee will make its recommendation to the Tribal Council within thirty (30) calendar days of the hearing. The decision of the Tribal Council will be final.

SECTION 1205. Maintenance by Assignee

- (a) Assignee shall keep all dwellings, buildings, improvements and the premises in good repair;
- (b) Assignee shall keep said lands and premises in an orderly, clean, and healthful condition, free from public nuisances and health hazards;
- (c) Assignee shall use said lands and premises in a steward like manner.
- (d) Assignee shall not commit, or permit to be committed, any illegal dumping, waste, abandonment, garbage accumulation, or the accumulation of non-operating vehicles, vehicle parts, tires, debris, appliances, equipment, trailers, etc. on said lands and shall be responsible for the timely removal and clean-up of any such accumulation that may occur, either with or without the consent of the assignee;
- (e) Assignee shall not allow domestic and/or farm animals to create a public nuisance. Open range grazing of animals shall not allowed or to create a nuisance to adjacent properties, or to threaten the peace and harmony of the community;
- (f) Assignee shall not gate public roads, including roads designated as Tribal, Bureau of Indian Affairs, and County, State or Federal roads;
- (g) Assignee shall maintain and preserve the fertility of the soil and permit no overgrazing or deterioration of the land in value or usefulness;
- (h) Assignee shall utilize the assigned land in a careful, economical and conservation-minded manner in accordance with local and accepted soil conservation practices;
- (i) Assignee shall follow this and all other ordinances, now or in the future, of the Tribe and agree by to allow all authorized tribal representatives entry and inspection for compliance

and enforcement purposes;

- (j) Assignee agree to comply with the Yurok Cultural Resource Ordinance, including all cultural resource permitting and monitoring requirements and in the course of construction or other ground disturbing activities on the assigned premises either by the assignee, the representative(s) of the assignee, including, but not limited to contractors, subcontractors or others agree that if any archaeological or historical resources are uncovered, the construction activity shall immediately cease and the assignee shall notify the Yurok Tribal Environmental Program and the Planning Department of such findings. No construction or ground activity shall thereafter commence until appropriate action and approval has been taken and/or given by the Tribe.
- (k) Assignee shall keep said land free from pests, vermin, noxious weeds and potential fire hazards;
- (l) Assignee shall not maintain, use, store, manufacture, process or dispose of hazardous chemicals or materials, items or agents (biological, chemical radiological and/or physical) on the premises, or allow others, which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors.
- (m) Assignee shall not use or permit other to use any part of the premises for any unlawful purposes, including the manufacture, distribution, use, storage or processing of illegal drugs or other illegal substances.
- (n) An Assignee who owns or allows pets or domestic animals on their assignment must keep the pets or domestic animals confined behind adequate fencing and not allowed to roam free or to be tethered. An assignee is limited to no more than four dogs and four cats on their assignment. The pet owner is responsible for the proper care, shelter, feeding and medical care of their pets and domestic animals.
- (o) Assignee, their family members and guests shall observe all applicable law and order, health, sanitation, conservation, and other requirements imposed by Tribal Law, Tribal Court Order, or by the Tribal or Federal Government.

SECTION 1206. Removal of Non-merchantable Timber – Permit

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 Yurok Tribal Forestry Department. Submittal of a written request (application) and an authorization to proceed shall be required before the taking (cutting) of any timber.

SECTION 1207. Merchantable Timber Reserved

Green and merchantable timber on any assigned land is reserved from assignment and remains the property of the Yurok Tribe, and is not conveyed to the 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 Yurok Tribe's Natural Resources Department Forestry Division.

- (a) 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 assignee shall be allowed reasonable compensation from the contractor for any damage to his home and/or personal properties.
- (b) If agreement as to the amount of damages cannot be reached between the assignee and the contractor, the Tribal Court, or other court having jurisdiction, shall determine the amount of damages.

SECTION 1208. Other Reservations by Tribe

The Tribe reserves to itself and reserves from assignment, all:

- (a) Mineral, water and timber rights;
- (b) Ceremonial and sacred grounds;

Commentary: Should section (b) be read to cover reserved rights to cemeteries so that other tribal members from the village can bury a family member in cemetery? This issue has come up (on an allotment) where a tribal member would not allow someone related to them to bury someone in a cemetery. It has not yet come up on an assignment.

- (c) Easements and rights-of-way for roads, roads, all surface and ground water sources, water distribution lines, irrigation ditches and canals, satellite or microwave towers or other technology, power and telephone lines; etc. now or in the future which may hereafter be constructed or maintained for tribal or public purposes; and
- (d) Economic interests.

SECTION 1209. Use and Control of Water

Water on the land, such as streams, springs, or wells, do not become 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 interests of conservation, the health of the aquifer(s) and the welfare of the Reservation 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 or to interfere with the water rights of others. The use of water by the assignee shall not give rise to any legal right to water 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 in compliance with standard available health regulations.

SECTION 1210. Moving from the Reservation – Notice

It shall be the responsibility of the assignee that moves off of the assignment either temporarily or permanently, to notify the Department in writing whether he or she intends to return and the appropriate date of return. If a person holding an assignment notifies the Department that he or she is moving permanently from the assignment, the assignment shall terminate as of the date the person leaves and the Tribal Council shall have the right to reassign it. Preference may be given to an otherwise eligible Yurok family member of the original assignee,

SECTION 1211. Moving from the Reservation – Failure to Notify

If a person does not notify the Department, as provided by Section 10210, the Department shall notify the person within sixty (60) calendar days after the assignee moves from the assignment that his or her assignment shall be revoked unless the Department receives written notice within thirty (30) calendar days that the assignee intends to return and reside on the assignment. In the notice, the assignee shall indicate the date by which he or she expects to return. If the person fails to respond to the 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.

CHAPTER 3. DISPOSITION OF ASSIGNMENT

SECTION 1301. Disposition of Assignment at Death – Tribal Council Shall Determine Deposition of Land Assignment

The assignee may designate on a *Notarized Beneficiary Designation Form*, on filed with the Department, one eligible tribal member to whom the assignee wishes to receive the assignment upon the assignee's death. The Council may take into consideration the recommendations of the deceased assignee, if the designee meets all the requirements of this Ordinance.

In all circumstances, the Council shall make the final decision on the disposition of the assignment.

SECTION 1302. Disposition of Assignment at Death – Non-Member Spouse

At the death of a married person who holds an assignment of tribal land, the Council shall review the assignment, and shall have the power to allow the non-member surviving spouse to continue living on the assignment under terms and conditions set by the Council and consistent with this chapter; to reassign it; or to revoke the assignment. Notwithstanding any other provisions in this Ordinance, a non-member surviving spouse may be allowed, with the consent of Council, to continue to use the assignment for the benefit of the couple's minor children who are enrolled members of the Yurok Tribe and who are living with the non-member spouse on the assignment.

SECTION 1303. Disposition of Assignment at Death – Remarriage of Non-Member Spouse

If a non-member surviving spouse who has been allowed to continue using an assignment remarries, and his or her new spouse is also a non-member, the couple shall not be allowed to continue using the assignment. However, in such a case, a remarried non-member surviving spouse with surviving minor children who are enrolled members of the Yurok Tribe may be allowed to continue to use the assignment for the benefit of said minor children who are living with the non-member spouse on the assignment, until the youngest child who is a tribal member reaches the age of majority. Said assignment for the benefit of minor children shall be subject to annual review. The non-member surviving spouse is responsible for notifying the Department in writing if circumstances change. Failure to make timely notifications may result in loss of use of the assignment.

SECTION 1304. Disposition of Assignment at Death – Surviving Children

If a member who holds an assignment dies leaving no spouse, the assignment may be transferred with Council approval to one of his or her surviving children or grandchildren, providing that they are members of the Yurok Tribe, and are otherwise eligible to hold an assignment under this ordinance. The specific child who is to receive the assignment may be designated in the assignee's *Notarized Beneficiary Designation Form* on file with the Department. If the member holding the assignment fails to designate as beneficiary one of his or her children or grandchildren or if the designated person is ineligible to hold an assignment, the eligible adult children or adult grandchildren among themselves may confer and provide Council with a recommendation as to who, if any, shall receive the assignment. The Council shall decide the final disposition of the assignment. If the surviving child, children or grandchildren are minors, and members of the Yurok Tribe, the Tribal Council may allow the minor's legal guardian to use the assignment for the benefit of the children or grandchildren until one or more of the children or grandchildren are eligible to receive and capable of management of an assignment.

SECTION 1305. Disposition of Assignment at Death – No Survivors

If the person holding the assignment dies leaving no surviving spouse and no child who is a member of the Yurok Tribe, the assignment shall automatically revert to the Tribe.

SECTION 1306. Disposition of Assignment at Death – Unmarried Couple

At the death of one of the parties of an unmarried couple of which one holds an assignment, the surviving tribal member of the couple shall be considered as the "surviving spouse," for the purpose of this section, provided that the couple shall have cohabited as domestic partners for a minimum of five years preceding the date of death or if the couple have cohabited as domestic partners and have minor children from the union and the survivor is eligible for an assignment under this Ordinance.

SECTION 1307. Disposition of Assignment on Divorce – Tribal Member Spouse

If a married couple divorces and both spouses are members of the Yurok Tribe, the spouse having legal custody of the couple's minor children may continue living on the assignment with the written approval of the assignee spouse and with consent of the Council.

Disposition of Assignment on Divorce – Non-Member Spouse

If the spouse having legal custody of the couple's minor tribal member children is not a member of the Yurok Tribe, Council shall review the status of the assignment. The Council shall have the power to revoke the assignment, reassign it, or allow the non-member spouse with custody of tribal member children to continue living on the assignment under terms and conditions set by the Council and consistent with this Ordinance.

SECTION 1308. Disposition of Assignment on Divorce – Remarriage of Non-Member

If the non-member spouse who has been allowed to continue using the assignment remarries, and his or her new spouse is also a non-member, the couple shall not be allowed to continue using the

assignment unless the Tribal Council decides to allow a couple with legal custody of a minor child or children who are members of the Yurok Tribe to continue to use the assignment until the children reach the age of 18.

SECTION 1309. Disposition of Assignment on Divorce – No Member Child or Spouse

If the couple has no minor children, a divorced spouse who is not a member of the Yurok Tribe shall not be eligible to continue using the assignment. The Council shall issue the written terms and conditions under which the non-member spouse is to vacate the assignment.

CHAPTER 4. RELINQUISHMENT, EXCHANGE, TRANSFER, AND REVOCATION OF ASSIGNMENT

SECTION 1401. 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 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) calendar days after the statement is received by the Department.

SECTION 1402. Exchange of Transfers of Assignments

Except as expressly provided otherwise in this Ordinance, 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 Council. All requests for exchanges or transfers of assignments must be submitted in writing to the Department.

SECTION 1403. Exchanges and Transfers of Assignments – Procedure for Request

Persons wishing to exchange or transfer their assignments shall request permission from the Council in writing, stating the reason(s) the exchange or transfer is desired. The Council may grant or deny the request, whichever action it believes to be in the best interest of the Yurok Tribe and in accordance with this Ordinance. If the request for exchange or transfer is approved, the new assignee shall be responsible for completing a new Application for Assignment and Beneficiary Designation Form. A new Certificate of Assignment shall be issued in the name of the new assignee.

SECTION 1404. Certificate of Assignment – Reassignments

A new Certificate of Assignment shall be issued any time an assignment is reassigned, including reassignments which result from death, divorce, moving from the reservation, exchanges or transfer, relinquishment, or revocation and recorded with the enrollment department.

SECTION 1405. Revocation of Assignments

The Tribal Council has the power to revoke any assignment which is being used contrary to the provisions of this Ordinance. This power is in addition to the power to revoke provided for in other sections of this Ordinance.

SECTION 1406. Assignment Revocation – Violations

Assignments are subject to revocation for violations, including but not limited to, any of the following provisions:

- (a) Using premises for unlawful purposes or permitting others to use the premises for unlawful purposes.
- (b) Transferring, assigning, or exchanging an assignment, without the approval of the Tribal Council.
- (c) Illegally, or without written approval of the Council, granting leases or subleases, easements, or rights-of-way, renting the premises or collecting fees or rental income, or bartering for work or other benefits in exchange for housing, temporary use or crossing over the assignment.
- (d) Removing, without authority from the Tribal Council, fixed improvements that are part of the real property.
- (e) Creating a public nuisance, harboring criminals, allowing criminal activity and otherwise allowing conditions to exist which would endanger the health, safety, harmony, life or property of another person or the community or degrade the value of the real property and fixed improvements.
- (f) Unauthorized destruction or damage to any land or resources, or any continuing public threat to health or safety.
- (g) Non-use of the property beyond the limits established under this Ordinance.
- (h) Willfully falsifying an assignment application or other documents used in determining matters before the Department, including incorrect information therein, if such inclusion was a deliberate and material misstatement of fact, or providing false statements to the Council or Tribal Court for the purpose of obtaining approval for an assignment.
- (i) Being delinquent more than 90 days in a Tribal Loan Program loan that was for the purposes of improvement on the assigned property, or if improvements on the assigned property have been pledged as collateral without an agreement with that Program, unless arrangements have been made that address any special circumstances.
- (j) The assignment has been abandoned, which for the purposes of this Ordinance shall mean the non-use, 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.
- (k) The assignee has not complied with one or more Tribal ordinances, resolutions or customs and practice, or has not complied with federal or Tribal laws or state laws

adopted by the Tribe.

- (l) The assignee is harboring or allowing on the assigned land any person who has been excluded from the Reservation by the Council, Tribal Court, or any law enforcement agency, or who presents a threat to the health, welfare, safety and harmony of the Reservation community.
- (m) A violation of any conditions of the assignment agreement or assignment ordinance.
- (n) Assignee is blocking or otherwise restricting right-of way.
- (o) The Tribal Council may revoke, at its discretion, the assignment of an applicant, if the Council has credible evidence that the assignee is guilty of child, family or elder abuse, or is allowing illegal drug possession, use, distribution, or production on the land. The Tribal Council may but, is not required to then, at its discretion, transfer the assignment to the spouse, following the priorities in of this ordinance
- (p) Notwithstanding the above-named considerations, the Council will not terminate an assignment solely based on political or religious affiliations, beliefs or acts of the assignee, or solely based on the sex of the assignee.

SECTION 1407. Probationary Period

If the circumstances warrant, or if the situation can be resolved by probation, the Department may issue a probation notice to an assignee for violation of this Ordinance. Such a probation notice shall include the terms and conditions that must be adhered to in order to protect the assignment from revocation and a copy of the said notice shall be filed permanently in the assignment file maintained by the Department.

SECTION 1408. Procedure for Revocation of Assignments

Revocation of tribal land assignments shall be made in the following manner:

- (a) Whenever an assignment is subject to being revoked the **Department** shall so notify the holder of the assignment in writing. The notice shall state the reason for the proposed action and shall inform the assignee that he or she may, within (30) calendar days, file with the Council a written request to appear before the Council and present evidence as to why the assignment should not be revoked. If the Department receives a timely request, it shall notify the person of the date and time he or she is to appear before the Council.
- (b) If the holder of the assignment to be revoked appears before the Council, the Council shall make its decision within thirty (30) calendar days after the person appears. If the holder of the assignment in question does not request an appearance before the Council, the Council shall at the next Council meeting, or as soon as practicable, decide whether or not to revoke the assignment. The Council shall notify the holder of the affected assignment of its decision and the reasons for it within thirty (30) calendar days after the decision is made.
- (c) A holder of an assignment who is aggrieved by the decision of the Council to revoke his

or her assignment may request the Yurok Tribal Court to review the Council's action only to the extent of determining whether the revocation was properly handled under this Ordinance. The Council has final authority on the revocation of an assignment.

- (d) If the assignment in question is in the name of a minor who is under the care of a guardian or non-member parent, the Tribe shall make reasonable efforts to assist the guardian or non-member parent to come into compliance with this Ordinance. If the guardian or non-member parent fails to come into compliance, the Council may appoint another guardian for the purposes of management of the assignment for the minor child.

SECTION 1409. Violations and Penalties

The penalty for violation of any provision of this Ordinance may include an assessment of an appropriate civil penalty or fine based on the severity and or frequency of the violation(s). The Department or Land Assignment Committee are authorized to issue citations and/or notices of violation of this Ordinance. Nothing in this Ordinance prevents other departments or entities of the Tribe from issuing violations or penalties to assignees pursuant to other ordinances of the Tribe.

- (a) A violation of any regulation promulgated under this Ordinance shall be considered a violation of this Ordinance.

<i>Commentary:</i> Should Tribal Council or Tribal Court impose penalties under this Ordinance?

- (b) The Tribal Council shall have the sole and exclusive power to impose penalties under this section for a violation of this Ordinance
- (c) The decision to impose a civil penalty or to revoke an assignment rests within the sole discretion of the Council. The Council may choose to revoke an assignment, to impose a civil penalty, or to impose both remedies.
- (d) The Tribal Council shall notify an assignee before a civil penalty or fine is assessed. The notice shall state the reason for the proposed assessment and shall inform the person that he or she may, within thirty (30) calendar days, file with the Council a written request to appear before the Council and contest the penalty. If the Council receives a timely request, it shall notify the person of the date and time he or she is to appear before the Council.
- (e) For a first offense, the Tribal Council may impose a penalty of \$500. For each violation thereafter, the amount may be increased by \$100 per incident, up to \$1,000 per incident. In incidences where the actual damages and losses incurred by the Tribe exceed \$1,000, the Tribal Council may impose a penalty that equals the actual damages incurred plus the \$1,000 fine and including actual losses, legal fees and other related costs incurred by the Tribe.
- (f) Nothing in this Ordinance shall be construed as establishing limitations on further legal action under applicable laws.

SECTION 1410. Other Penalties

Nothing in this Ordinance shall be construed to prohibit or otherwise limit the application of other Tribal and Federal laws to violations of this Ordinance.

SECTION 1411. Interpretation

The final interpretation and application of this Ordinance shall rest with the Yurok Tribal Court and any decision of the Tribal Court, of this ordinance, 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.

CHAPTER 5. TRIBAL COURT REVIEW AND ENFORCEMENT

SECTION 1501. Tribal Court Enforcement

Any person found in violation of this Ordinance may be subject to prosecution before the Yurok Tribal Court.

C*E*R*T*I*F*I*C*A*T*I*O*N

THE FOREGOING ORDINANCE, ENTITLED THE YUROK TRIBE AMENDED LAND ASSIGNMENT ORDINANCE, WAS PASSED AT A REGULARLY SCHEDULED MEETING OF THE YUROK TRIBAL COUNCIL ON _____, AT WHICH A QUORUM WAS PRESENT, AND THIS ORDINANCE WAS ADOPTED BY A VOTE OF ___ FOR, ___ OPPOSED AND ___ ABSTENTIONS IN ACCORDANCE WITH ARTICLE IV, SECTION 5(j) OF THE CONSTITUTION OF THE YUROK TRIBE.

DATED THIS ___ DAY OF _____ 2017

Thomas P. O'Rourke, Sr., Chairperson
Yurok Tribal Council

ATTEST:

Mindy Natt, Secretary
Yurok Tribal Council