



## SHINGLE SPRINGS BAND OF MIWOK INDIANS

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### LAND ASSIGNMENT ORDINANCE

#### **SUBJECT: RULES AND PROCEDURAL REQUIREMENTS GOVERNING THE LAND ASSIGNMENT ACTIVITIES OF THE SHINGLE SPRINGS BAND OF MIWOK INDIANS.**

**WHEREAS**, The Shingle Springs Band of Miwok Indians (“Tribe”), on June 19, 1976, adopted Articles of Association for the management of its Tribal affairs.

**WHEREAS**, Article VI, Section 1(d) of the Shingle Springs Rancheria Articles of Association authorizes the Tribal Council to regulate, by an Assignment Ordinance, the use of and development of all Tribal land, whether assigned or unassigned, and to manage, lease or otherwise operate all unassigned Tribal property.

**WHEREAS**, it is the desire of the Tribe to establish standards and procedures for the control and use of lands within the Shingle Springs Rancheria.

**NOW, THEREFORE, BE IT KNOWN** that the following rules and procedural requirements governing the land assignment activities of the Shingle Springs Band of Miwok Indians are hereby adopted and shall become effective on the date of approval by the Tribal Council and shall supersede any and all other previously enacted land assignment ordinances or Tribal Council resolutions.

#### **SECTION 1. DEFINITION OF TERMS**

For purposes of this Ordinance, the word or words listed below shall have the following definitions;

- (A) **“Allotment”** shall mean a parcel of land held in trust by the Federal government for an individual or individuals.
- (B) **“Appeal”** shall mean a process by which an Applicant/member that is not satisfied with the decision rendered by the Tribal Council or the Assignment Committee has their claim re-heard.
- (C) **“Applicant”** shall mean the person seeking to be assigned land by the Tribe.
- (D) **“Articles of Association”** shall mean the Articles of Association adopted by the qualified voters of the Tribe on June 19, 1979 and approved by the Secretary of the Interior on December 10, 1979, and any subsequent amendments.
- (E) **“Assignee”** shall mean the holder of an assignment.

(F) **“Assignor”** shall mean the Tribe.

(G) **“Assignment”** shall mean a formal right to use a portion of the Tribe’s trust land subject to the terms of this Ordinance as now set forth or as may be amended from time to time.

(H) **“Area Director”** shall mean the Director of the Sacramento Office of the Bureau of Indian Affairs, acting as the representative of the United States Secretary of the Interior.

(I) **“Assignment Committee”** shall mean the appointed committee that has authority to review and recommend for approval assignment applications for the Tribe.

(J) **“Designation”** shall mean the process whereby an Assignee designates a member of his or her family to receive the assignment in the event of the death of the Assignee as described in Section 12(C).

(K) **“Grant of Standard Assignment”** shall mean a copy of the document issued to an Assignee constituting evidence of the assignment; the grant includes the parcel number, to whom the parcel is assigned, any terms and conditions of occupancy, and signed by the Tribal Chairperson and Secretary.

(L) **“Lessee”** shall mean the holder or occupier of a lease on assigned land as outlined in Section 11.

(M) **“Lessor”** shall mean the Assignee.

(N) **“Member”** shall mean an enrolled member of the Shingle Springs Band of Miwok Indians, as certified by the Tribe’s Enrollment Department.

(O) **“Notice of Violation”** shall mean a certified letter which is sent to an Assignee by the Assignment Committee noticing him or her of a violation of this Land Assignment Ordinance, including a violation of the Tribe’s policies and ordinances.

(P) **“Occupy”** shall mean an enrolled member of the Tribe who actually resides on the property assigned.

(Q) **“Ordinance”** shall mean this Land Assignment Ordinance.

(R) **“Relinquish”** shall mean the act of voluntarily and formally giving up ones’ land assignment. Relinquishment is only valid if made in writing, signed by the individual giving up their land assignment, and notarized as described in Section 12(D).

(S) **“Shingle Springs Rancheria”** shall mean all trust lands owned by or the land base of the Shingle Springs Band of Miwok Indians.

(T) **“Superintendent”** shall mean the Superintendent of the Central California Agency of the Bureau of Indian Affairs.

(U) **“Tribal Council”** shall mean the duly elected and recognized body of the Shingle Springs Band of Miwok Indians as defined in Article III of the Articles of Association.

(V) “Tribe” shall mean the Shingle Springs Band of Miwok Indians.

## **SECTION 2. PURPOSE**

(A) The purpose of this Ordinance is to provide procedures for the orderly and equitable distribution and management of land assignments on the Shingle Springs Rancheria.

## **SECTION 3. JURISDICTION**

(A) The provisions of this Ordinance shall apply to the Shingle Springs Rancheria.

(B) The Assignment Committee and the Shingle Springs Tribal Court shall have jurisdiction to enforce this Ordinance.

## **SECTION 4. ADMINISTRATION AND ASSIGNMENT COMMITTEE.**

(A) The Shingle Springs Assignment Committee (“Assignment Committee”) shall administer the provisions of this Ordinance, under the direction of the Tribal Council.

(B) The Tribal Council shall appoint an Assignment Committee which shall, under the guidance of a Committee Chairperson, carry out the duties and responsibilities of the Tribe’s land assignment program; Tribal Council has the right to disband this Committee at any time without any notice by Tribal Council Resolution. If disbanded, the Tribal Council will assume all responsibilities within this Ordinance.

(C) The Assignment Committee shall be composed of five enrolled members of the Tribe and shall serve at the pleasure of the Tribal Council. All Committee actions shall be done by a majority vote of a quorum of the Committee.

(i) Alternates. The Tribal Council shall also appoint two (2) alternates from the Tribal membership to serve on the Assignment Committee. Whenever a Committee member is absent or whenever a Committee member disqualifies himself/herself, the Chairperson of the Committee shall designate an alternate, if one is present, to act in the absent Committee members place. Alternates are expected to attend all Committee meetings.

(D) The Committee shall annually appoint officers for the Committee, including a Chairperson, Vice Chairperson, and Secretary.

(i) Chairperson. The Committee shall select its Chairperson from within its own ranks. The Chairperson shall be responsible for generally supervising the business and officers of the Committee. He or she shall preside at meetings of the Committee and have such other powers and duties as may be prescribed by the Committee and this Ordinance. He or she shall cause to be prepared an agenda for each meeting and provide a monthly and annual report to the Tribal membership at the regularly scheduled monthly Tribal Council meeting.

(ii) Vice-Chairperson. Upon notice of the absence or disability of the Chairperson, the Vice-Chairperson shall perform all duties of the Chairperson, with all the powers and restrictions conferred on that office by the Committee and these Bylaws.

(iii) Secretary. The Secretary shall give, or cause to be given, notice of all meetings to the other members of the Committee and the Tribal Council. The Secretary shall take roll at every meeting, and maintain a record of all members' attendance at such meetings. The Secretary shall keep minutes of each meeting and cause such minutes to be distributed to the Committee and the Tribal Council.

(E) Removal of Officers. Any officer may be removed from office, with good cause, by the Committee at any Committee meeting. Good cause includes, but is not limited to, three unexcused absences, disclosure of confidential information, and failure to abide by this Ordinance. Removal of an officer requires two-thirds vote of the Committee members. The Tribal Council may remove an officer of the Committee at any time.

(F) Removal of Committee Members. Upon the recommendation of their fellow Committee members, any member may be removed from the Committee at such time that it is clearly evident that he or she has neglected their duties as a member, shown partiality in the assignment process, revealed confidential information, or displayed other acts which are detrimental to the land assignment program. Such a recommendation must be made by a unanimous vote of the Assignment Committee and submitted to the Tribal Council for action. Removal authority shall be vested in the Tribal Council. The Tribal Council must act by unanimous vote.

(G) Resignation. An officer and Committee member may resign at any time by giving written notice to the Committee Chair or the Tribal Council Chairperson. Any resignation shall take effect at the date of the receipt of that notice or at any later time specified in that notice; and, unless otherwise specified in that notice, the acceptance of the resignation shall not be necessary to make it effective.

(H) Vacancies. Any vacancy in the Committee shall be filled by the Tribal Council by first appointing an alternate to the Committee to fill the seat. If no alternate is available or willing to serve, the Tribal Council may appoint a new Committee member from the membership of the Tribe. Any vacancy in any office for any cause shall be filled by the Committee at its next Committee meeting.

(I) The Assignment Committee shall be directly responsible to the Tribal Council in ensuring that the land assignment program is being properly and efficiently implemented and that all applicants for Tribal membership are receiving full and impartial consideration. All Committee members must sign Confidentiality Agreements upon beginning their term of service in order to protect the sensitive nature of the land assignment information.

(J) Among other duties that may be assigned, the Assignment Committee shall dispense information regarding land assignment eligibility requirements and the land assignment program, distribute applications for land assignments and related forms, and receive, review and recommend disposition of assignment applications to the Tribal Council.

(K) Meetings. The Assignment Committee shall meet at least once a quarter.

(L) Each Committee member shall have one vote on all matters. Alternates shall not vote unless as directed under Section 4(C)(i).

(M) Disqualification. A Committee member shall disqualify himself or herself from decisions in which they may have a conflict of interest. A conflict of interest will be deemed to exist for any

decision involving their parent, child, spouse, significant other, sibling, grandparent, grandchild, first cousin, and aunt or uncle.

(N) The Committee and the Tribal Council shall meet at least quarterly to discuss and act on matters requiring attention.

## **SECTION 5. ELIGIBILITY FOR ASSIGNMENT**

To be eligible for an assignment, the Applicant must meet the following requirements:

(A) Enrolled member of the Shingle Springs Band of Miwok Indians.

(B) Have reached the age of 18.

(C) Have never received an allotment of land from the Federal Government or be in current possession of an assignment of any land owned by any tribe, including the Shingle Springs Band of Miwok Indians. If someone has in the past received or inherited an allotment of land from the Federal Government or received an assignment of land owned by any tribe, before they submit their application for assignment, they must have formally relinquished such land with the issuing government entity.

(D) Have never relinquished an assignment or agreed to a revocation of assignment in exchange for money.

## **SECTION 6. APPLICATION FOR ASSIGNMENT**

(A) An Application for assignment shall be filed directly with the Tribal Chairman's Administrative Executive Assistant, on an APPLICATION FOR STANDARD ASSIGNMENT form supplied by the Tribe. The Tribal Chairman's Administrative Executive Assistant shall be a Notary Public. In the presence of the Notary Public, the Applicants signature shall be notarized. The Notary Public will record all Applications in their official Notary record including the date and time. The Tribal Chairman's Administrative Executive Assistant will submit the application to the Chairperson of the Assignment Committee for processing. The Assignment Committee may charge a fee for processing applications. Please note that Applicants will be applying for a general assignment of land and not for specific parcels of land. Once granted an assignment by the Tribal Council, the Applicant will then be able to select a parcel among all available parcels in which they qualify for.

(B) Immediately upon receipt of the application, the Chairperson of the Assignment Committee shall review it for completion. If the application is complete, the Chairperson will prepare the application for submittal to the Assignment Committee. If the application is incomplete, the Chairperson will return the application in its entirety to the Applicant with a description of missing information. The Application for Standard Assignment must contain the following exact language:

### **NOTARY ACKNOWLEDGMENT**

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ at \_\_\_\_\_ AM/PM, before me, \_\_\_\_\_  
(Date) (Time) (Notary)  
personally appeared

\_\_\_\_\_  
(Applicant)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity (ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

(C) The Assignment Committee shall review each application to determine if the application is complete and if the Applicant is eligible. If the application is complete and the Applicant is determined eligible, the Assignment Committee will submit the application to the Tribal Council for approval and certification. Once the Tribal Council approves and certifies the application, the Applicant will be placed on the Approved Assignment Waiting List by the Chairperson of the Assignment Committee in the order of their application date and time as evidenced by their notarized signature. All Applicants will be informed within thirty (30) days of receipt of the application whether it is granted or denied. If the Applicant is denied, the Applicant shall receive written notice of the reasons for the denial; if approved, the Applicant shall receive certification of the approved application and notice of their position on the Approved Assignment Waiting List.

(D) When more than one person applies for an Assignment on the same day at the same exact time, they will appear on the list with the eldest first. This is consistent with the Tribal tradition of providing for elders.

(E) Applying by proxy is not allowed.

## **SECTION 7. GRANTING OF ASSIGNMENT**

(A) When the Tribal Council designates parcels as available for assignment to the Tribal membership, the Assignment Committee shall meet with the first approved Applicant named on the Approved Assignment Waiting List to prepare their Grant of Standard Assignment (“Grant Meeting”).

(i) Prior to the Grant meeting, the Assignment Committee shall ensure that the Applicant is still eligible for assignment.

(ii) In the Grant Meeting, the Applicant will select a parcel of land from all available assignment parcels in which they are qualified for. If only one parcel exists, the Assignment Committee shall assign the Applicant that parcel. The Assignment Committee shall then prepare the Grant of Standard Assignment and submit it to the Tribal Council for signature.

(iii) Following the Tribal Council's approval of the Grant of Standard Assignment, the Applicant must submit his or her completed Standard Designation Form which designates a relative of the Applicant to receive the assignment in the event of the death of the Assignee, as described in Section 12(C). Once the Standard Designation Form has been submitted, completing the Assignment file, the Assignment Committee will provide a copy of the Grant of Standard Assignment to the Applicant or Assignee.

(B) If an Applicant, at any time, refuses an assigned parcel or Grant of Standard Assignment, then the Applicant will be placed at the bottom of the Approved Assignment Waiting List.

(C) The Assignment Committee shall retain copies of approved Grants of Standard Assignment and furnish one copy to the BIA Superintendent, one copy to the Applicant's assignment file, and one copy to the Tribal office files. Assignments shall be designated by number, and marked on a map of the lands of the Shingle Springs Rancheria

## **SECTION 8. TYPES OF ASSIGNMENTS**

Assignments on the Shingle Springs Rancheria shall be of three types:

(A) Assignments of unimproved tribal land.

(B) Assignments of improved land.

## **SECTION 9. NATURE OF ASSIGNMENT**

(A) An assignment does not vest title to the assigned land in the Assignee, but the right of use only, which right cannot be sold, only leased, and which right terminates upon cancellation, relinquishment of the assignment, or death of the Assignee.

(B) Assignments grant no rights to the user to take or sell timber, water, or minerals from the property, including but not limited to, sand, gravel, oil and gas.

(C) The Tribal Council reserves the right to explore for, lease, dispose of and convey any such timber, water, or minerals, or rights thereto, in accordance with the Articles of Association and Tribe's Land Use Ordinance. The Assignee shall be entitled to compensation for any damage to improvements or crops, caused by such exploration, lease or disposal, as determined by the Tribal Council.

(D) The Tribal Council reserves the right to request and participate in decisions regarding easement rights of way across any assignments for public purposes, in accordance with the Articles of Association and Land Use Ordinance. 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, or cultural and archaeological investigations, easements, etc.

(E) Houses built or modular or mobile homes purchased with Federal or Public funds or Tribal Assets, become the property of the Tribe unless a Grant Agreement (Certificate of Ownership) has been issued. If the home is still under a Contract of Agreement with a funding authority the Assignee requesting the property or the eligible designated beneficiary must agree to assume the responsibility and conditions of such an agreement. If the home under an agreement is on leased

or rented land and the designated beneficiary does not choose to accept the responsibilities of the agreement, the Assignee who leased or rented the property may choose to assume the contractual responsibilities of the former homeowner. If the designated beneficiary and the Assignee refuse responsibility, the home becomes the property of the Tribe and the Tribe may re-assign the home to any eligible member.

(F) Assignments shall not be used for any unlawful purpose. The Assignee shall obey the applicable federal and state laws, and all codes and ordinances of the Tribe. The Assignee shall maintain the assignment and any improvements thereon in a state of good repair at all times, and in a neat and sanitary condition. There can be no junk cars or old appliances strewn about and personal garbage must be removed at regular intervals.

(G) The Assignee must occupy the assignment within twelve (12) months of the date of granting the assignment, unless said time is extended by the consent of the Tribal Council. The Assignee must pay, as a condition of receiving the assignment, any assessments approved by the Tribal Council, including, but not limited to, fees for water, sewer, garbage removal, and insurance, and any failure to pay any part of said assessments within 90 days of written notice to pay, shall be grounds for cancellation of the assignment.

(i) Once assignment of unimproved land is granted, the Tribe, through its Community Development Department, will work with assignees to install infrastructure including water, sewage and utility lines at a reasonable cost to the assignee on their parcel.

(ii) The Assignee will be responsible for ensuring that the property has garbage removal and is insured.

(H) Revocations. The Tribal Council reserves the right to revoke assignments for a governmental purpose. Fair Market Value compensation must be made to the assignee that has his or her assignment revoked. Revocations must be revoked by a full consensus vote of the Tribal Council and evidenced by an accompanying Tribal Council resolution which must state the government purpose for the revocation.

## **SECTION 10. IMPROVEMENTS**

(A) Improvements of the following nature placed on an assignment including divided, leased or rented parcels of land are deemed personal property for the purposes of this Ordinance, and may be transferred by gift, devise or inheritance, or removed, sold, or exchanged to a Tribal member:

Houses, garages, barns, sheds, and interior fences.

(B) All other improvements, such as exterior fences, underground water or sewer systems, trees, shrubs and landscaping of a similar nature, shall be considered as part of the real property, and will remain with the land, and pass with the assignment, unless removal is authorized by the Tribal Council.

(C) If the assignment is relinquished, cancelled or vacated for any cause, the removable improvements, as defined in this Ordinance, must be removed or disposed of within 180 days of written notice to do so by the Assignment Committee. If not removed or otherwise disposed of, the property becomes part of the assignment, and becomes available for assignment to a new assignee. The same procedure governs, where improvements are owned, through inheritance or

otherwise, by a person not qualified to hold an assignment under this Ordinance. If not removed or disposed of within the said 180 day period of time after notice to do so, the improvements become the property of the Tribe and may be held or disposed of as the Tribal Council may determine.

(i) Additions, alterations or betterments made by the Assignee or Lessee to homes provided by a Federal Grant or a Tribal Housing Department with housing improvement funds supplied by public agencies shall become part of the improvements and will become the property of the Tribe and shall not be removed by the assignees or their heirs, unless the conditions of the agreement between the Assignee and the funding authority have been met and a certificate of ownership has been issued to the Assignee by the funding authority.

(ii) Additions, alterations or betterments made by the Assignee or Lessee to homes built or provided with Tribal Assets shall become part of the improvements and will become property of the Tribe and shall not be removed by the Assignee or their heirs, unless a Grant Agreement (certificate of ownership) has been issued to the Assignee by the Tribal Council and conditions of the agreement have been met.

(iii) Before construction of any improvement on an assignment, the Assignee shall submit plans and specifications for such improvements to the Assignment Committee for approval.

(D) All dwellings, buildings, and home improvements on the Assignment shall meet current building standards of the Tribe.

## **SECTION 11. LIVESTOCK**

(A) Livestock may be kept on an assignment, not in excess of the following limitations:

(i) One large animal, such as a horse, cow, or pig per one acre.

(ii) One small animal, such as a goat or sheep per one half acre.

(iii) Ten fowl or rabbits per one half acre.

(B) Setback requirements:

(i) Primary dwellings for large animals, such as a horse, cow, or pig must be at least 75 feet from the assignment line and 100 feet from any neighboring house.

(ii) Primary dwellings for small animals, such as a goat or sheep must be at least 50 feet away from any neighboring house.

(iii) Primary dwellings for fowl or rabbits must be at least 35 feet away from any neighboring house.

- (iv) Fencing for keeping of livestock shall not be closer than 75 feet from the front of the assignment line.
- (v) Fencing for any livestock must be constructed in such a manner that animals may not reach legs, neck, wing, or any body part into neighbor's land assignment, or to any shrub, or plant growing on the neighbor's assignment.
- (vi) Livestock must not be loose or at large.

(C) Nuisance

- (i) Manure or other refuse caused by livestock shall not be allowed to accumulate and must be cleaned up on a regular basis
- (ii) All livestock and livestock dwellings shall be maintained in a way that does not cause a nuisance to other assignment holders or the Tribe.

(D) Penalty

- (i) Any violation of the Livestock provision is punishable by citation and fine, not to exceed \$5,000.
- (ii) Assignment holders shall be liable for damaged caused by their livestock. Any person whose livestock escapes from its normal confined area and becomes at large is responsible for any and all damage to person and property caused by such livestock while it is away from its normal confined area.

## **SECTION 12. LEASE OF ASSIGNMENTS**

(A) An Assignee may lease a portion of his or her entire assignment to an enrolled adult member of the Tribe at the approval of the Assignment Committee and Tribal Council.

- (i) The Lessee may not currently be in possession of an Assignment of trust land.
- (ii) No more than three leases per acre of land are allowed, as long as the dwellings are built in accordance with the Tribe's laws and policies. Each lease will cover only one dwelling of any kind.
- (iii) A lease must be entered into by any enrolled member of the Tribe living on the Assignee's parcel in a separate dwelling from the Assignee.
- (iv) The Lessee may not have previously received money in exchange for revocation or relinquishment of a land assignment.

(B) The lease must be in writing on the Tribe's standard Assignment Lease Form and for a term of no more than 25 years. The Lessor may charge the Lessee rent as negotiated between the two parties.

(C) The lease must contain exact boundaries as surveyed by an approved surveyor of the Assignment Committee.

(D) The Lessor shall be responsible for all actions of their Lessee, including the Lessee's compliance with all applicable laws, including any laws and policies of the Tribe.

(E) The Lessor must have all utilities properly installed and approved by the Community Development Housing Department to ensure compliance.

(F) If the Lessee dies, an enrolled minor descendent of the Lessee may resume the lease in conjunction with their non-tribal member parent at the approval of the Assignment Committee and Tribal Council.

(G) Disputes between Lessor and Lessee may be mediated by the Tribal Court.

(H) A Lessee may still apply for his or her own assignment of land. If granted an assignment by the Tribal Council, the Lessee must cancel its lease within one year by giving sixty (60) days' notice to the Lessor and occupy its own Assignment.

### **SECTION 13. EXCHANGE, CANCELLATION, DESIGNATION, AND RELINQUISHMENT OF ASSIGNMENT**

(A) Exchange. Assignments may be exchanged for other assignments with the full consensus approval of the Assignment Committee and all Assignees involved.

(B) Cancellation. Assignments may be cancelled for the following reasons: (i) if the dwelling is not occupied for six (6) months after the first year by the Assignee or a member of his/her family as their principal residence, unless the Assignee has received prior written approval from the Tribal Council to be absent from the assignment; (ii) at the death of the Assignee; (iii) for failure to pay any part of said assessments or utilities within 90 days of written notice to pay; (iv) violations of this Ordinance or any Tribal ordinances; and (v) conviction of premeditated murder.

(C) Designation. Although an assignment is not subject to inheritance, an Assignee may designate a member of his or her family to receive the assignment in the event of the death of the Assignee. The designation must be made on the Standard Designation Form provided by the Assignment Committee. The Form must be signed by two disinterested witnesses and be certified by a notary public. The parcel may then be assigned by the Tribal Council to the designated beneficiary, provided that he or she is otherwise eligible, makes application for the assignment, and who accepts all prior conditions on the parcel including leases, agreements, etc. for the term of the lease or agreement.

(i) An ineligible surviving spouse, who is responsible for the care of minor children of the deceased Assignee, may be granted temporary use of the Assignment, until one of the minor children reaches majority and become eligible, and applies for the assignment.

(ii) If minor Tribal member children of the deceased Assignee are living on the Assignment at the time of the death of the Assignee, and the designated beneficiary is deemed eligible for the Assignment, the Tribal Council may only grant temporary use of the Assignment until the last minor Tribal member child has reached eighteen (18) or no

minor children are living on the property, whichever is sooner, at which point, the Tribal Council may grant the Assignment of the designated beneficiary.

(D) Relinquishment. Any individual holding an Assignment may relinquish his/her Assignment at any time. Relinquishment is only valid if made in writing, signed by the individual giving up his/her Assignment, signed by two (2) disinterested witnesses, certified by a notary public, and submitted to the Assignment Committee Chairperson. Upon relinquishment, the Assignment Committee may reassign the premises to another eligible person.

(i) Individuals having relinquished an Assignment, may reapply for assignment at any time by following the procedures under Section 6.

#### **SECTION 14. ENFORCEMENT**

(A) Enforcement of this Ordinance shall be by the Assignment Committee, the Shingle Springs Tribal Council, and the Shingle Springs Tribal Court as described below.

(B) Violations of this Ordinance shall be subject to the jurisdiction of the Tribe. The Assignment Committee shall act on all reported violations of this Ordinance by investigating the violation. If the Assignment Committee deems that the violation exists, they shall send the Assignee a Notice of Violation which describes the violation and subscribes a period wherein the Assignee must correct the violation. Wherever possible, the Assignment Committee shall grant the alleged violator an opportunity to correct the reported violation within sixty (60) days, unless circumstances dictate that the violation be corrected immediately. The Notice of Violation shall be sent certified mail, return receipt requested.

(i) An Assignee who receives a Notice of Violation may request one (1) extension of time wherein to correct the violation by petitioning the Assignment Committee prior to expiration of the initial correction deadline.

(C) If the alleged violator fails to take corrective action upon being given the opportunity, the Assignment Committee shall notify the alleged violator by certified mail, return receipt requested, that his/her assignment may be cancelled or he/she may be evicted from the Parcel. The Assignment Committee shall then forward the violation and supporting documentation to the Tribal Council for review.

(D) Upon receiving the violation and supporting documentation from the Assignment Committee, the Tribal Council shall hold a violation hearing where the Assignment Committee and the Assignee may present their reasons for issuance of a Notice of Violation and/or failure to correct the violation, as applicable. After hearing both parties, the Tribal Council may assess penalties or extensions of time for correction of the violation by majority vote of the Tribal Council. The Tribal Council may assess any penalties proportionate to the violation, including but not limited to, fines, community service, eviction, and cancellation of an assignment.

(E) The Tribal Council must notify the Assignee in writing within ten (10) days of the hearing of its decision, including any penalties assessed. Such writing shall be sent by certified mail, return receipt requested.

(F) The letter shall cover all of these items:

- (i) The nature of the decision in reasonable details; and
- (ii) Whether the Assignee has been found innocent or guilty; and
- (iii) In the event of finding of guilty, the exact remedy that is to be carried out by the Tribal Council; and
- (iv) The period of time allowed for removing or otherwise disposing of personal property, which period shall not be less than six (6) months from the date of the letter, if any is required. If a person is ordered to leave a Parcel, he/she shall have at least thirty (30) days to do so, if necessary.

(G) The Assignment Committee shall also be forwarded a copy of the Tribal Council's decision and shall be responsible for ensuring enforcement of the Tribal Council's decision. If the Assignee does not remedy the violation as required by the Tribal Council, the Assignment Committee shall forward the continued violation to the Tribal Court for prosecution.

## **SECTION 15. APPEALS**

(A) Appeal of Application Denial. If a person applies for an assignment and is denied the assignment, the Applicant may appeal the Assignment Committee's decision to the Tribal Council within thirty (30) calendar days from the date of such denial. The Tribal Council shall render a decision based solely upon the provisions of Section 5, 6, and 7 of this Ordinance. The decision of the Tribal Council shall be final.

(B) Appeal of Enforcement Decision. If an assignment is cancelled upon a violation of any provisions of this Ordinance and the Assignee is aggrieved by action of the Tribal Council, he/she may make an appeal by filing a notice of appeal with the Tribal Court within thirty (30) days of the action by the Tribal Council.

- (i) The Tribal Court shall hear the appeal by following the Tribal Court Ordinance and Tribal Court Rules and be based solely upon the provisions of this Ordinance. An appeal shall stay the Tribal Council's decision, but shall be processed in a timely manner in order to delay further harm to other Rancheria residents.

## **SECTION 16. CONFIDENTIALITY AND ACCESS TO INFORMATION**

(A) The Tribal Council and Assignment Committee recognize that records concerning an individual's assignment may contain sensitive personal information. Accordingly, the Tribal Council declares that these records are confidential. Only members of the Tribal Council and Assignment Committee will have access to the records unless specified below. All information will be kept confidential and only will be released as described below.

- (i) Release of Information to Outside Parties or Individuals. If a Tribal Member desires to have any assignment information released by the Assignment Committee or Tribal Council, the individual must complete and provide to the Assignment Committee Chairperson the Release of Information form developed by the Assignment Committee. The form must specify which information can be released and to whom it may be released.

(ii) In the event of an emergency, information may be released by the Assignment Committee or Tribal Council following a majority vote of the Tribal Council evidenced in a Tribal Council Resolution. The Tribal Council Resolution must state the reason for the release of information, to whom information may be released, and what information may be released. Emergency releases of information should be avoided if possible.

(iii) Assignment files may be disclosed following a signed Release of Information to:

(a) An individual asking to see the file of his or her parents or children;

(b) An attorney or other person asking to see the file of an individual he or she represents when such representation is authorized in writing;

(c) Tribal departments as required, committees, or officials, federal and state agencies or officials, when:

(1) 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 or;

(2) Pursuing an investigation or prosecution of alleged or suspected fraud or similar abuse of the Assignment program or;

(3) The information is needed for the purpose of benefiting the Tribe as a whole as determined by resolution of the Tribal Council.

(iv) The signed Release of Information form and a notation must be made in the Assignee's file following the release of information documenting who, what, when, and where the information was released and to whom.

(v) Information made available shall not be used for any purpose other than an individual's eligibility for aid, services, or other benefits as relating to Tribal Membership.

(vi) File Review. A note shall be entered in each file reviewed under Section (a) above or for any other purpose, showing who reviewed the file, the date reviewed, and the purpose of the review.

(vii) The files shall be stored in a place physically secure from access by unauthorized persons.

(viii) 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.

(ix) The Tribal administration, Assignment Committee, or Tribal officials 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 confidential provisions set forth in this statement shall result in disciplinary action as determined by the Tribal Council.

**SECTION 17. SEVERABILITY**

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

**SECTION 18. FORMS**

Forms or other documents needed to fully implement this Ordinance may be created and revised at the direction of the Tribal Council, or their designee, as necessary to fully implement this Ordinance without need for amendment to this Ordinance.

**SECTION 19. AMENDMENTS AND EFFECTIVE DATE**

(A) This Ordinance may be amended by a majority vote of the Tribal Council at a duly held meeting, and such amendments shall become effective immediately.

**CERTIFICATION**

*As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a Tribal Council meeting duly called, noticed, and convened on the 27th day February, 2014 at which time a quorum of 5 was present and the above code was duly adopted by a vote of 5 FOR, 0 AGAINST, 0 ABSTAINED, and said ordinance has not been rescinded or amended in any form.*

  
\_\_\_\_\_  
Tribal Chairperson

February 27, 2014  
\_\_\_\_\_  
Date

ATTEST:

  
\_\_\_\_\_  
Tribal Secretary

February 27, 2014  
\_\_\_\_\_  
Date



## **SHINGLE SPRINGS BAND OF MIWOK INDIANS**

Shingle Springs Rancheria, (Verona) Tract, California  
5281 Honpie Road, Placerville CA 95667  
P.O. Box 1340, Shingle Springs CA 95682  
(530) 676-8010 office; (530) 676-8033 fax

### **RESOLUTION 2014-22**

#### **SUBJECT: APPROVAL OF AMENDED LAND ASSIGNMENT ORDINANCE.**

**WHEREAS**, the Shingle Springs Band of Miwok Indians (the “Tribe”) is a federally recognized Indian tribe eligible for the special programs and services provided by the United States to Indians because of their status as Indians and is recognized as possessing powers of self-government; and

**WHEREAS**, the Shingle Springs Tribal Council is the duly-elected governing body of the Tribe and is authorized to act on behalf of the Tribe; and

**WHEREAS**, the Tribe, on June 19, 1976 did adopt the Articles of Association for the management of all Tribal affairs; and

**WHEREAS**, Article VI Section I(d) of the Articles of Association authorizes the Tribal Council to regulate by an Assignment Ordinance the use and development of all tribal land whether assigned or unassigned and to manage lease or otherwise operate all unassigned tribal property; and

**WHEREAS**, on March 22, 1999, the Tribal Council adopted an Assignment Ordinance to govern land assignments on the Shingle Springs Rancheria; and

**WHEREAS**, the Tribal Council has deemed it necessary to amend the existing Assignment Ordinance: and

**WHEREAS**, the Amended Land Assignment Ordinance seeks to increase the number of leases allowed per acre from 2 to 3, and to set forth rules regarding the number of livestock allowed per acre; and

**WHEREAS**, the Tribal Council has reviewed the attached Amended Land Assignment Ordinance and has determined that it is consistent with the Tribe’s goals in assigning land on the Shingle Springs Rancheria.

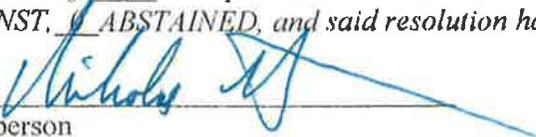
**NOW THEREFORE, BE IT RESOLVED** that the Tribal Council hereby enacts and adopts the amended attached “Land Assignment Ordinance” as an ordinance of the Tribe, and authorizes the Chairman or his designee to execute any and all documents and agreements necessary as may be required to give effect to the transactions, herein contemplated, and to take such other actions as may hereby be necessary and appropriate to carry out the obligations there under.

**BE IT FURTHER RESOLVED**, that this resolution shall take effect immediately.

**CERTIFICATION**

*As a duly-elected official of the Shingle Springs Band of Miwok Indians, I do hereby certify that, at a meeting duly called, noticed, and convened on the 27th day of February, 2014 at which time a quorum of 5 was present, this resolution was duly adopted by a vote of 5 FOR, 0 AGAINST, 0 ABSTAINED, and said resolution has not been rescinded or amended in any form.*

\_\_\_\_\_  
Chairperson



\_\_\_\_\_  
February 27, 2014

Date

**ATTEST:**

\_\_\_\_\_  
Secretary



\_\_\_\_\_  
February 27, 2014

Date