



SHINGLE SPRINGS BAND OF MIWOK INDIANS

Shingle Springs Rancheria, (Verona) Tract, California
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RESOLUTION 2016-73

SUBJECT: APPROVAL OF AMENDMENTS TO THE GOVERNANCE CODE.

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, on February 4, 2016, the Tribal Council adopted a Governance Code for the purpose of compiling all of the ordinances related to the governance of the Tribe; and

WHEREAS, the Tribal Council now desires to amend the Governance Code in order to include additional existing ordinances, including the Education Code, Election Code, Environmental Code, Environment Policy Compliance Ordinance, Housing Ordinance, Land Use Ordinance, the Tribal Court Ordinance, the TANF Program Code of Conduct, and the Tribal Council, Board and Committee Code of Conduct; and

WHEREAS, the Tribal Council has reviewed the attached amendments to the Governance Code, and has determined that it is consistent with the Tribe’s goals in the operation of the Tribe.

NOW THEREFORE, BE IT RESOLVED that the Tribal Council hereby enacts and adopts the amended Governance Code, 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 Governance Code supersedes and replaces all previous ordinances or resolutions in conflict with this one; and

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 October, 2016 at which time a quorum of 7 was present, this resolution was duly adopted by a vote of 7 FOR, 0 AGAINST, 0 ABSTAINED, and said resolution has not been rescinded or amended in any form.



Chairperson

October 27, 2016

Date

ATTEST:


Secretary

October 27, 2016

Date



**SHINGLE SPRINGS BAND OF MIWOK INDIANS
GOVERNANCE CODE**

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TITLE 1. GENERAL PROVISIONS

ARTICLE 1 - DEFINITIONS

Section 1. Terms

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

- A. **“Absence”** means the child’s non-attendance for at least one class period or day at the particular school in which the child is enrolled.
- B. **“Absentee Ballot”** means a ballot which is to be cast by mail or is duly received by the Election Committee as provided by this Ordinance;
- C. **“Adoption”** shall mean the process of seeking membership into the Shingle Springs Band of Miwok Indians when the individual does not meet the requirements of Section 2 of this Ordinance. Under Title 4, Section 4 of this Ordinance, the Tribe does not allow adoption.
- D. **“Adoption Records”** shall mean official records which show that an individual, who is biologically qualified for membership in the Tribe under Section 2 of this Ordinance, was adopted by someone who is not his or her biological parents. Adoption records are Secondary Evidence and must accompany a DNA test.
- E. **“Adult Member”** shall mean any member of the Tribe who is over the age of 18.
- F. **“Affidavit”** shall mean a written declaration upon oath made before an authorized official. Affidavits are considered Secondary Evidence and must accompany Primary Evidence supporting an application for enrollment.
- G. **“Ancestor”** shall mean the person from whom an individual claims lineal descent. The ancestor’s name must appear on the Base Roll or is a certified member of the Tribe under Article II, Section 1(b) of the [Articles of Association](#).
- H. **“APCD”** means El Dorado County Air Pollution Control District.
- I. **“Appeal”** shall mean the process by which an individual who is not satisfied with the decision rendered by the Tribal Council or Enrollment Committee may seek to have his or her entitlement to membership re-considered.
- J. **“Applicant”** shall mean the person seeking to be enrolled as a member of the Tribe.
- K. **“[Articles of Association](#)”** means the governing document of the Tribe;
- L. **“Assignee”** refers to the holder of an Assignment.

- M. “**Assignment**” refers to a formal right to use reservation land subject to the terms of this Ordinance as now set forth or as may be amended from time to time.
- N. “**Attorney**” means a licensed law practitioner representing a party.
- O. “**Band**” refers to the Members of the Shingle Springs Band of Miwok Indians of the Shingle Springs Rancheria.
- P. “**Base Roll**” is the original list of persons whose names appear on the 1916 Census Roll of the Indians at and near Verona in Sutter County, California, and also 15 living in Sacramento.
- Q. “**Business**” any enterprise, organization, trade, occupation or profession whether or not operated as a legal entity for profit, including any business, trust, holding company, corporation, partnership, LLC, joint venture, or sole proprietorship, consultant or other self-employed enterprise.
- R. “**Business with which the person is associated**” shall include any business in which the person is a director, officer, partner, trustee or employee, holds any position of management or receives income in any form such as wages, commission, direct or indirect investment worth more than \$1,000.00 or holds any ownership, security or other beneficial interest, individually or combined, amounting to more than ten percent (10%) of said business.
- S. “**Camping**” refers to the use of a tent structure for the purpose of temporarily living on a designated parcel of land, for a duration to be predetermined by the Tribal Council. Camping does **not** include the use of mobile homes, recreational vehicles, pop-ups, or any other mobile device that accommodates electrical or water hook-ups unless pre-approved by the Tribal Council.
- T. “**Cast Ballot**” means an official ballot cast in the proper manner at the proper time by a duly registered voter. A ballot is cast by placing it in the ballot box or, in the case of absentee voting, when the ballot is duly received by the Election Committee;
- U. “**Censure**” A statement issued by the Tribal Council, Board, TANF Board or Committee which acknowledges that a member has violated the Code and that Tribal Council strongly disapproves of the Tribal Council, Board, TANF Board or Committee member’s action(s) which violated the Code.
- V. “**Certify**” shall mean the act of endorsing or confirming the statement, recommendation, document, or act. Certifications will be represented by signature(s) of the Enrollment Committee or Tribal Council, as appropriate.
- W. “**Chief Judge**” means the Chief Judge of the Tribal Court.

- X. **“Child”** or **“School Age Child”** or **“Student”** means any children enrolled in school or unmarried minor between the ages of five (5) years and eighteen (18) years; provided, however, for the purposes of this Code, a Child shall be deemed five (5) years of age only if the child reaches such age prior to September 1 of the current school year.
- Y. **“Citation”** means the notification provided by the Tribal Police to a student or guardian who is in violation of this Code. A citation that is also filed with the Tribal Court shall act as the filing of an action before the Court.
- Z. **“Commercial”** refers to property which will be used for the development of retail and service-oriented establishments such as gaming, shopping centers, restaurants, offices, entertainment enterprises, and services.
- AA. **“Compensation or Income”** means any money or thing of value received, or to be received as a claim on future services, whether in the form of a fee, salary, expense, allowance, forbearance, forgiveness, interest, dividend, royalty, rent, capital gain, or any other form of recompense or any combination thereof.
- BB. **“Composting”** refers to the process of converting vegetable matter and green waste into a mixture of organic matter used to improve soil structure and provide nutrients to plants through decomposition.
- CC. **“Confidential Information”** means information which by law or practice is not available to the public at large and as further defined by the Confidentiality Agreements signed upon taking office.
- DD. **“Conflict of Interest”** means the reasonable likelihood that any personal or economic interest of an individual, Tribal Council, Board or Committee member will be affected in any materially different manner from the interest of the general public, or by any decision, enactment, agreement, award or other official action or function of any governmental body or political subdivision of the Tribe.
- EE. **“Daylighting”** refers to any water from septic system coming to the surface.
- FF. **“Dependent Business”** means any business in which the person, individually or combined, has any direct or indirect ownership, investment, security or other beneficial interest amounting to more than 10% of such business.
- GG. **“Descendant”** means an individual who can prove by documented Primary Evidence, biological descendency from a person listed on the Base Roll, hereby known as an ancestor.
- HH. **“DHUD”** means Department of Housing and Urban Development.

II. **“DNA test(ing)”** is short for deoxyribonucleic acid testing. DNA testing analyzes the genetic material of two or more individuals to show that they are biologically related. The Tribal Council and the Enrollment Committee shall consider all relevant evidence to establish eligibility in the Tribe, however they shall regard DNA evidence as superior in weight, importance, strength, credibility, and more convincing to the mind than any other evidence that a person is a lineal descendant of persons whose names appear on the 1916 Census Roll of the Indians at and near Verona, also 15 living in Sacramento.

JJ. **“Dual Enrollment”** shall mean when a person is officially enrolled or became enrolled with or is a recognized member of two (2) or more tribes or bands simultaneously. Dual Enrollment is strictly prohibited by the Tribe.

KK. **“Easement”** refers to an intangible interest in the property of another which allows the owner to use the property. As used in this Ordinance, it means that area of Tribal property over which the Tribe asserts dominion and control.

LL. **“Economic Interest”** means an interest held by a person, members of the person’s immediate family living in the same household or a dependent business, which is:

1. Any ownership, income, investment, security or other beneficial interest in a business; or
2. Any employment or prospective employment for which negotiations have already begun.

MM. **“Education Department”** means representatives from the youth tutoring program and the Tribal Development Program.

NN. **“Election Committee”** means the seven (7) person committee appointed by the Tribal Council to conduct elections for the Tribe (Please note: When referenced Election Committee means ONLY the appointed members of the Election Committee);

OO. **“Emergency”** Shall be defined as any action or event resulting in the violation of this Ordinances or that has the imminent threat if causing and unexpected or sudden occurrence of a serious and urgent nature that demands immediate action to protect the Health and Safety of the Public, Property, or Environment.

PP. **“Employee”** means any person or entity working for, or rendering or exchanging any services or performing any act for, or on behalf of, another person, organization or entity in return for any form of pay or other compensation, or thing of value, received, or to be received, at any time temporarily, permanently, or indefinitely in any capacity whether as agent, servant, representative, consultant, advisor, independent contractor or otherwise.

- QQ. “**Employment**” means the status or relationship existing or created by and between a person designated or acting as an employee and the person, organization, group or other entity for whom or on whose behalf any such work, acts, services or other benefit has been, is being, or will be rendered or performed for pay or any other form of compensation.
- RR. “**Enrolled Member**” means any person who qualifies for membership under Article II of the [Articles of Association](#) of the Tribe who has filed for enrollment and has been duly enrolled under the Tribe’s Enrollment Ordinance as a member of the Tribe;
- SS. “**Enrollment**” shall mean the process of applying for membership and being acknowledged as a member of the Tribe, as set forth in Article II of the [Articles of Association](#) of the Shingle Springs Band of Miwok Indians, and pursuant to the terms and provisions of this Ordinance.
- TT. “**Enrollment Committee**” shall mean a committee established by the Tribal Council, which, among other duties, shall review the evidence relevant to a person’s satisfaction of the Tribe’s membership criteria, and recommend to the Tribal Council whether a person is entitled to membership within the Tribe, pursuant to the processes set forth in this Ordinance.
- UU. “**Environmental Department**” shall mean the Tribal Environmental Department.
- VV. “**Environmental Review**” means any environmental assessment, environmental impact report or similar environmental study prepared in connection with a project.
- WW. “**EPA**” shall mean the United States Environmental Protection Agency.
- XX. “**Excessive Absences**” means absences, both excused and unexcused, in excess of 10% of the total number of scheduled school attendance days during a school month, minus excused cultural days as approved by the Tribe.
- YY. “**Excused Absence**” means absence from school for the permitted reasons listed in section 48205 of the California Education Code.
- ZZ. “**Family**” means one or more persons maintaining a household.
- AAA. “**Father**” shall mean the biological father of a child.
- BBB. “**Feasible**” means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social and technological factors.
- CCC. “**Gaming Facility**” refers to any building in which Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the gaming operation are maintained but excluding off-site facilities primarily dedicated to storage of

those records, and financial institutions, and all rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the gaming operation.

- DDD. “**General Membership**” means all enrolled members of the Tribe who are eighteen (18) years of age or older;
- EEE. “**Gift**” includes any gratuity, favor, hospitality, payment, loan, economic opportunity, deposit of money, services, or other benefit received without equivalent consideration and not extended or provided to members of the public-at-large.
- FFF. “**Greenway**” refers to linear open space established along a natural corridor that is planned, designed and managed for multiple purposes, including ecological, recreational, cultural, aesthetic or other purposes compatible with the concept of sustainable land use.
- GGG. “**Guardian**” means the natural or adoptive parent(s) having legal custody of the child, or any other adult person who has been entrusted with the care and supervision of a child and who has legal custody of the child pursuant to court order.
- HHH. “**Habitual Truant**” or “**habitually truant**” or “**habitual truancy**” means a child who is truant for at least three (3) school days within a school year.
- III. “**Has attended at least six (6) Saturday membership Tribal Council meetings in the past twelve (12) months**” means an individual has attended at least six (6) regular membership monthly Tribal Council meetings (typically held on third Saturday of month) within the twelve (12) months immediately preceding the day of nominations AND has signed an official sign-in sheet when in attendance.
- JJJ. “**Hazardous Waste**” is a liquid, solid, contained gas, or sludge that contains properties that are dangerous to human health or the environment.
- KKK. “**Household Hazardous Waste**” includes, but is not limited to, paint, used motor oil, used antifreeze, household cleaners, etc.
- LLL. “**IHS**” means Indian Health Service of the Department of Education and Welfare.
- MMM. “**Immediate Family**” means husband, wife, son, daughter, step-son, step-daughter, father, step-father, father-in-law, mother, step-mother, mother-in-law, brother, step-brother, brother-in-law, sister, step-sister, sister-in-law, child, stepchild, son-in-law, daughter-in-law, aunt, uncle and first cousin (whether full or half blood), or a person whose relationship with the Tribal member is similar to that of persons who are related by blood or marriage.
- NNN. “**Indian Tribe**” shall mean any Indian tribe, which is a federally recognized tribe.

- OOO. “**Initiative**” means the right and procedure by which Tribal members can propose law by petition and ensure its submission to the Tribal Council for approval;
- PPP. “**Interdepartmental Agreement**” means an agreement among the Bureau of Indian Affairs, Department of Housing and Urban Development and the Indian Health Service which appears as part of the DHUD Regulations, Title 24, Chapter VIII, Part 805 of the Code of Federal Regulations.
- QQQ. “**Invalid Ballot**” means a ballot discovered at the time the votes are counted which does not comply with the requirements of this Ordinance. An invalid ballot is not to be counted for any purpose, including determining the number of ballots cast but will be saved along with all other ballots;
- RRR. “**Judge**” means a judge of the Tribal Court duly appointed pursuant to Article III of this Title.
- SSS. “**Legal Custody**” means the legal status created by parental rights, court order, or tribal custom, which vests in a parent or guardian the right to have physical custody of the child, and the duties and responsibilities to provide the child with food, shelter, protection, discipline, medical care and education.
- TTT. “**Member**” shall mean a person who is recognized by the Tribe to be, and enrolled as, a member of the Shingle Springs Band of Miwok Indians.
- UUU. “**Membership**” shall mean the status of being an enrolled member of a tribe with all attendant rights and privileges accorded the person.
- VVV. “**Membership Roll**” is the official document of the Tribe which lists the enrolled members of the Tribe.
- WWW. “**Minor Children**” shall mean the natural children of members of the Tribe under the age of eighteen (18) years.
- XXX. “**Moratorium**” shall mean an authorized suspension of Tribal enrollment as determined and limited by the Tribal Council.
- YYY. “**Mother**” shall mean the biological mother of a child.
- ZZZ. “**Multi-Family Housing**” refers to multiple-family residential dwellings (e.g. multi-plex units, apartment-style condominiums, and apartments) with ample open space and on-site facilities and amenities to serve more than one family.
- AAAA. “**Mutilated and/or Spoiled Ballot**” means an official ballot that has been damaged, marked incorrectly, and/or marked in such a way to clearly understand the choice the voter intended to make. There are two (2) kinds of mutilated ballots:

1. A ballot that is mutilated or marked incorrectly and not cast. In this case, the mutilated/spoiled/incorrectly marked ballot may be exchanged for a new one. If the need arises to exchange a mutilated/spoiled/incorrectly marked absentee ballot, no additional time will be provided for the new ballot to be received by the Election Committee; and
2. A ballot that is mutilated/spoiled and cast - a mutilated/spoiled cast ballot shall be counted. (The portions in which intent is clear are counted. The portions which cannot be determined are registered as a “no vote,” as if you had not voted on that particular item) in tabulating the total number of votes cast in conjunction with determining whether the required percentage of qualified voters have participated in the election;

BBBB. “**No Proxy Voting**” means a member cannot have any other person vote or turn in their ballot on his or her behalf (with the exception of a medical emergency with proof of emergency) i.e. car accident and individual hospitalized days prior to election, proof would be provided by treating physician;

CCCC. “**Official Ballot**” means a ballot prepared by the Election Committee (official ballots are embossed prior to handing to voter) for use in an election pursuant to this Ordinance. It is possible that an official ballot may be found to be either spoiled or mutilated at the time the votes are counted;

DDDD. “**Official Sign-In Sheet**” means an official sign-in sheet submitted at every Tribal Council meeting, regular or special, or at General meetings of the Tribe, submitted by the Secretary-Treasurer or in his or her absence by the Tribal Chairperson or in his or her absence the Tribal Vice-Chairperson, for the purpose of recording attendance;

EEEE. “**Ordinance**” shall mean this Enrollment Ordinance.

FFFF. “**Preponderance of Evidence**” shall mean evidence which is of greater weight, or is more convincing than the evidence which is offered in opposition to it; that is evidence which as a whole shows that the fact sought to be proved is more probable than not. Any matter to be proven under this Ordinance shall be proved to the satisfaction of, and/or certified by, the Enrollment Committee and/or the Tribal Council, as required, by a preponderance of the evidence.

GGGG. “**Primary Evidence**” shall mean evidence which alone can support an application for enrollment in the Tribe. Primary Evidence constitutes official birth certificates and DNA test results showing that an individual is a biological lineal descendant of a person listed on the Base Roll.

HHHH. “**Project**” means any significant expansion of a present structure or any significant new construction including any significant excavation, construction or development on the Rancheria, as determined by the Tribal Council.

IIII. “**Rancheria or Shingle Springs Rancheria**” refers to all land, air, and water located within the borders of land owned in fee or trust by the Shingle Springs Band of Miwok Indians.

JJJJ. “**Rancheria Land User**” refers to any individual who resides on the Shingle Springs Rancheria as an assignee or a lessee or any persons visiting or performing any activities on Rancheria.

KKKK. “**Records of the Bureau of Indian Affairs**” shall mean an official document of the United State Department of the Interior, Bureau of Indian Affairs (“BIA”). Such evidence is considered Secondary Evidence and must accompany a birth certificate and/or a DNA test as required in Title 4.

LLLL. “**Relinquish**” shall mean the act of voluntarily and formally giving up one’s membership in the Shingle Springs Band of Miwok Indians. Relinquishment is only valid if made in writing and signed by the individual giving up his or her right to be a member of the Tribe. Individuals who have relinquished their membership in the Tribe are not eligible to re-apply for membership in the Tribe. An individual who was zero to 18 years of age when his or her membership was relinquished, likely by his or her parent, may reapply for membership in the Tribe until he or she is 21 years of age.

MMMM. “**Resident**” refers to any individual who resides on Tribal Land.

NNNN. “**School**” means a kindergarten through Grade twelve (12) educational institution.

OOOO. “**School attendance**” means physical presence of a child in school attending scheduled class or during such hours and on such days as determine by the school or, for students enrolled in alternative education programs, at the place and during hours scheduled by the school for the student, unless excused from such attendance by school policy or state law.

PPPP. “**Secondary Evidence**” shall mean evidence which alone does not support an application for enrollment in the Tribe and must be combined with Primary Evidence to prove that an individual is a lineal descendant of a member of the Base Roll. Secondary Evidence includes affidavits and adoption records as defined above.

QQQQ. “**Solid Waste**” refers to waste including, but not limited to, household waste, non-compostable garden waste, lumber, debris, and abandoned items.

RRRR. “**SSTT Program**” shall mean the Shingle Springs Tribal TANF Program.

SSSS. “**SSTT Program Employee**” shall mean any person who is employed by the SSTT Program and who meets the definitions of "Employee" and Employment".

- TTTT. **“SSTT Program Participant”** shall mean any person who receives assistance or related supportive services as defined in 45 CFR, Part 286, Tribal TANF Provisions, from the SSTT Program.
- UUUU. **“Standard Housing”** means a dwelling in a condition, which is decent, safe and sanitary. These standards comply with the Interdepartmental Agreement.
- VVVV. **“TANF Board”** shall mean the Shingle Springs Tribal TANF Board.
- WWWW. **“TANF Board Member”** shall, for the purposes of this Code, mean all Board Members and Alternate Board Members of the Shingle Springs Tribal TANF Board.
- XXXX. **“TANF Code”** shall mean the Shingle Springs Tribal TANF Code of Conduct.
- YYYY. **“Tardy”** means an unexcused absence for thirty (30) minutes or more to any class period or day at the school in which the child is enrolled.
- ZZZZ. **“Title 22 Water”** refers to highly treated wastewater used for non-potable beneficial uses.
- AAAAA. **“Tribal Council”** means the duly elected and recognized governing body of the Shingle Springs Band of Miwok Indians as defined in Article III of the [Articles of Association](#).
- BBBBB. **“Tribal Court”** means the Shingle Springs Band of Miwok Indians Tribal Court established by [Article III](#) of this Tribal Court Ordinance.
- CCCCC. **“Tribal Environmental Department”** refers to the Tribal Environmental Protection Agency General Assistance Program and Environmental Protection Agency Section 106 Programs. The Tribal Environmental Department is responsible for ensuring Tribal Environmental Compliance with Federal Environmental Policies for the benefit of all Tribal Members.
- DDDDD. **“Tribal Office”** refers to the administrative offices located on the parcel designated as Tribal Activity Area.
- EEEE. **“Tribe”** means the Shingle Springs Band of Miwok Indians and its Tribal Council, commissions, boards, committees, agencies, departments, divisions, instrumentalities, economic enterprises, Tribal Council members, commissioners, board members, officials, agents, officers and employees.
- FFFF. **“Truant”** or **“Truancy”** means an unexcused absence for at least one class period or day at the school in which the child is enrolled.
- GGGGG. **“Wellness Board”** means the Tribal panel designated to attempt to understand why students are having attendance and/or behavioral problems and to make every effort to assist in resolving those problems.

HHHHH. “**Wellness Board Chairperson**” means an employee designated by the Tribal Chairperson to deal with matters relating to school attendance.

ARTICLE 2 – SOVEREIGN IMMUNITY

Nothing in this Code shall be construed as limiting, waiving or abrogating the sovereignty or the sovereign immunity of the Shingle Springs Band of Miwok Indians or any of its agencies, departments, officials, or employees.

ARTICLE 3 - AMENDMENTS

This Code, or any section herein, may be amended by a majority vote of the Tribal Council at a duly called regular or special meeting.

ARTICLE 4 - SEVERABILITY

If any article, chapter, section, or provision of this Code or amendment made by this Code is held invalid, the remaining articles, chapters, sections, or provisions of this Code and amendments made by this Code shall continue in full force and effect.

ARTICLE 5 – EFFECTIVE DATE

This Code shall become effective immediately upon adoption by a majority vote of the Tribal Council of the Shingle Springs Band of Miwok Indians and shall replace all existing Tribal Codes.

TITLE 2.

(THIS TITLE IS RESERVED)

TITLE 3. EDUCATION CODE

ARTICLE 1 - GENERAL PROVISIONS

Section 1. Purpose

The purpose of this Education Code is to require the regular attendance and good behavior at school of all tribal member school-age children living within the exterior boundaries of the Shingle Springs Band of Miwok Indians Rancheria and children who attend schools wherein the Tribe has agreements regarding truancy and discipline matters.

Section 2. Interpretation

In its interpretation and application, the provisions of this Code shall be held to be minimum requirements and shall be liberally construed in favor of the Tribe and shall not be deemed as a limitation upon, or a repeal of any other Tribal power or authority.

Section 3. Applicability

This Code shall apply to all tribal children as described in Title 1, and their parents or other persons having said tribal children in their care or custody or under their control.

Section 4. Jurisdiction

- A. Any parent, guardian of a child, or adult found in violation of this Code shall be subject to the jurisdiction of the Tribal Court.
- B. Any child found in violation of this Code shall be subject to the jurisdiction of the Tribal Court.

Section 5. Consent to Tribal Jurisdiction

- A. The Tribal Court may also exercise its authority and impose penalties under this section provided that the person charged with the offense provides knowing, intentional and voluntary consent to the jurisdiction of the Tribal Court.
- B. The Tribal Court may impose penalties on parents or guardians of Children under this Code.

Section 6. Abrogation and Greater Restrictions

When this Code imposes greater restrictions than those contained in other tribal ordinances, codes, or resolutions, the provisions of this Code shall govern.

ARTICLE 2 - COMPULSORY SCHOOL ATTENDANCE

Section 1. School Enrollment Required

A. Duties of Guardian to Enroll Child.

1. Except as excused under the state compulsory attendance law, any person having under their control a school aged child shall enroll the child in school.
2. Every guardian of a school age child is responsible for the child's attendance at all required class sessions unless the child has an excused absence.

B. Duties of Child to Attend School. Every school age child is required to attend all scheduled class sessions at the school in which the child is enrolled unless the child has an Excused Absence.

C. Duties of Child to Comply with School Rules. Every school age child is required to comply with all rules and policies promulgated by the school in which the child is enrolled.

Section 2. Tardiness

Students are required to be on time to each class period throughout the day. The primary responsibility for promptness lies with the student. It is the responsibility of the teacher to require the student to be punctual. The teacher will communicate with the parent/guardian to enlist the cooperation of the parent/guardian to eliminate the problem of tardiness when other measures have failed. When the teacher has exhausted all resources in attempting to change the behavior pattern of the student, the student will be referred to the principal or his/her designees for whatever action may be deemed appropriate. Such actions may include, but are not limited to, counseling, detention, parent conference, suspension and referral to the district attendance and welfare officer. Accurate records of tardiness are necessary for the implementation of further action regarding the student.

Section 3. Truancy Prohibited

A. Truancy is prohibited.

B. It shall be unlawful for any person to cause, assist or enable a child to be truant.

C. Upon a student's third truancy in a school year, the student will be declared habitually truant.

Section 4. Exceptions

A. A person is excluded from the duties prescribed by Article 2 Section 1 above of this Code when it is shown to the satisfaction of the Wellness Board and/or the Tribal Court Judge that:

1. The child is attending a regularly organized private or parochial school;
2. The child has obtained a high school diploma or equivalency certificate (i.e., G.E.D.); and
3. The child has been barred from school attendance by a school disciplinary action, provided the child is at all times in the immediate supervision of his/her guardian.
4. The guardian of the child has presented reasons for non-attendance which are satisfactory to the Social Services Department and the Tribal Court Judge; or
5. The guardian of a five-year-old child has presented satisfactory evidence that it would not be in the best interest of the child to enroll the child at age five (5).
6. The person is specifically exempted by law from the provisions of this section;
7. The child is at least fourteen (14) years of age and has been excused from the local school board or its authorized representative upon a finding that the child will be employed in a gainful trade or occupation or engaged in an alternative form of education sufficient for the child's educational needs and the person having legal custody and control of the child consents;
8. The child is judged, based on standards and procedures adopted by the California State Board of Education, to be unable to benefit from instruction because of learning disabilities or mental, physical or emotional conditions.
9. The child has been issued a Certificate of Employment by the superintendent of schools of the school district in which the student is a resident or is employed. The Certificate of Employment shall only be issued upon satisfactory assurance to the superintendent of schools that the student will be definitely employed in a gainful trade or occupation.
 - a. Contents of Certificate. The Certificate of Employment shall contain the following information:
 - 1) The name, age and residence of the child excused from full-time school attendance;
 - 2) By whom the child is to be employed or is employed;

- 3) The last class/grade attended by the child; and
 - 4) A statement that the child is excused from full-time school attendance until the certificate is revoked.
- b. Expiration of Certificate. If and when the Certificate of Employment is revoked or expires and the child is still under eighteen (18) years of age, then the compulsory school attendance laws in this Code will be reapplied to that child.
 - c. Religious and/or Cultural Instruction. Any child may be excused from school to participate in religious and/or cultural activities with the written consent of the child's guardian.
 - d. Process for Obtaining Exception.
 - 1) A person wishing to be excepted from the duties set forth in this Code shall obtain an Education Exception Form from the Education Department. After filling out the form, the person shall sign the form and submit it to the Wellness Board Chairperson.
 - 2) The Wellness Board shall then determine whether an exception is to be granted, based on the information provided in the Education Exception Form. If the Wellness Board needs more information to make a determination, it may request such information as necessary.
 - 3) In the event that the Wellness Board is unable to make a determination regarding whether an exception should be granted, the Wellness Board may request a hearing before the Tribal Court Judge to determine whether an exception should be granted.

ARTICLE 3 - ENFORCEMENT

Section 1. Responsibility for Enforcement

- A. Wellness Board Chair. The Tribal Chairperson shall designate a Wellness Board Chairperson whose primary responsibilities shall include enforcement of the provisions of this Code.
- B. Public Responsibility to Report. Anyone who has reason to believe a child is truant or is otherwise in violation of this Code shall immediately notify the Shingle Springs Tribal Police Department of the child's possible truancy or violation of this Code, the whereabouts of the child and the child's name and address, if known.

Section 2. Locating and Detaining Children

- A. Locating Child. When the Tribal Police have been notified that a child may be truant or in violation of this Code, or have other reasons to believe a child may be truant or is in violation of this Code, the police shall make every reasonable attempt to locate the child.
- B. Detaining Child. If, after locating the child, the Tribal Police have reasonable grounds to believe the child is truant or has broken school rules, the police shall detain the child and make every reasonable attempt to notify the child's guardian.

Section 3. Procedure

To initiate enforcement of the provisions of the this Code, the Tribal Police shall cite the child and give written notice by certified mail to or by personal service on the guardian of the child subject to the provisions of this Code. Any person continuing to violate the provisions of this Code after receiving written notice as provided by this section shall be reported to the Tribal Court and shall be considered to be a neglected child or a child in need of supervision and thus subject to the provisions of this Code.

Section 4. Disciplinary Process

- A. The Tribal Police shall give a student a verbal and/or written warning upon his or her first and second truancy and/or unexcused absence.
- B. Once a student has accumulated three (3) truanancies or unexcused absences in a school year, the student will be declared a habitual truant and each incident of truancy may constitute a separate offense. Upon a student's third truancy, the Tribal Police will begin the process for a disciplinary citation by documenting the steps set forth below.
- C. The Tribal Police must document the following steps before the Tribal Court hears a disciplinary citation:
 - 1. First Incident. The Tribal Police shall give verbal warning, shall cite the child under this Code and shall send a letter to the child's guardian.
 - 2. Second Incident. The Tribal Police shall give a verbal warning, cite the child under this Code and shall provide the Wellness Board Chairperson with a copy of the citation. The Wellness Board Chairperson shall schedule a meeting between the child, the parent and the Wellness Board. The Wellness Board Chairperson shall notify the parent and child of this meeting through written notice by certified mail to or by personal service on the guardian of the child. The Wellness Board will follow the procedures outlined below in Part 3 Section 5 of this Code.
 - 3. Third Incident. The Tribal Police shall give the child a verbal warning and issue a citation to the Tribal Court. A checklist documenting evaluation of the steps

required in this Code must be submitted to the court upon citation. Once the citation is submitted to Tribal Court, the child's guardian(s) shall be summoned in accordance with the Shingle Springs Tribal Court Ordinance and Rules of Court. If summoned to Tribal Court, appearance is mandatory by both the child and the guardian.

D. The Wellness Board shall be composed as outlined in the Tribal Court Ordinance.

Section 5. Failure to Enforce

Any person failing his responsibility for initiating enforcement of this Code is guilty of neglect and may be fined under Article 5B of this Code.

Section 6. Neglect by Parent, Guardian or Custodian

After receiving notice, any guardian of a child continuing to violate the provisions of this Code is guilty of neglect if the guardian, by act or omission, caused the continuing violation.

ARTICLE 4 - TRIBAL COURT DISPOSITION

Section 1. Informal Settlement

This code governs any case in which a citation is filed in Tribal Court alleging violation of this Code. The Tribal Court judge may, in his/her discretion, allow the child and the guardian to make an informal settlement if they enroll the child in school and sign a written agreement guaranteeing school attendance. If the Judge decides that an informal resolution of the case would not be in the best interest of the child, the Judge may transfer the case against the guardian to a criminal prosecution under this Code, and/or proceed with child in need of control proceedings, or the Judge may pursue any other alternative for which the Tribal Codes and ordinances provide.

Section 2. Conditions Imposed as Part of Informal Settlement

The Tribal Court Judge may impose upon any child and/or guardian making an informal settlement any reasonable conditions, including, but not limited to, counseling, community service, confinement, fines and/or work with schools to make alternative school placement.

ARTICLE 5 - PENALTIES

Section 1. Adult Penalties

Any guardian or other adult who violates any provision of this Code is guilty of a misdemeanor and is subject to the punishment provided below:

- A. Any guardian of a school age child who fails to enroll the child in school, who knowingly permits the child to be truant and/or who knowingly permits a child to break school rules

may, if found to violate this Code, be ordered to perform not more than one hundred (100) hours of community service, or be fined an amount not to exceed one thousand dollars (\$1,000.00), or any combination of the above. In addition, the Tribal Court may order parenting classes and/or family counseling.

- B. Any adult who encourages or in any way aids or abets a school age child to be truant from school and/or to break school rules shall be charged with “contributing to the delinquency of a minor” and, if convicted shall be ordered to perform not more than fifty (50) hours of community service, or be fined an amount not less than thirty-five dollars (\$35.00), but not to exceed five hundred dollars (\$500.00), or any combination of the above.
- C. Exclusion and Removal of Non-Indians. In any case in which a non-Indian parent or guardian is found by the Tribal Court to have violated this Code, such person shall be ordered to perform not more than one hundred (100) hours of community service, or be fined an amount not to exceed one thousand dollars (\$1,000.00), or any combination of the above, and/or excluded and/or removed from the Shingle Springs Rancheria, pursuant to the Tribal Peace and Protection Code.

Section 2. Children’s Penalties

- A. Any child who violates the provisions of this Code is a child in need of control and supervision and is subject to any disposition provided for such child by the Tribal Court, including, but not limited to community service, fines, suspension of clothing allowance, travel and/or other privileges, and restriction of participation in community activities. The Tribal Court Judge has discretion in determining what penalties are most appropriate for each child who is brought before the Court.
- B. Any child who violates the provisions of this Code and is declared a habitual truant shall be subject to a minimum penalty of community services hours equal to the number of school hours truant, with a maximum civil money penalty of \$25.00 and/or seven (7) community service hours per incident of truancy.
- C. Any child who violates the provisions of this Code by aiding a child’s truancy and/or assisting a child in breaking school rules shall be subject to a penalty of not more than \$50.00.

Section 3. Other Penalties

- A. In addition to the imposition of civil forfeitures and community service hours for violations of this Code, the Tribal Court may impose other remedies, including but not limited to: alcohol assessment and counseling, home detention, limitations on the use of public facilities within the exterior boundaries of the Shingle Springs Rancheria,

suspension of travel privileges, clothing allowance and participation in Tribal cultural activities.

- B. If the Wellness Board and/or Tribal Court determines a child is habitually truant or in repeated violation of this Code, the court may order the Social Services Department to initiate an in-depth investigation into the child's background and report to Tribal Court on findings or any case plan that is developed.

ARTICLE 6 - RECORDS

Section 1. Repeat Violations

In any case in which the Tribal Court Judge finds probable cause to believe that repeated violations of this Code have occurred, and that these violations pose a danger to the health, safety, or well-being of the child, the Judge may order that the school provide the Court with a sealed copy of the child's school discipline and attendance records. These records shall remain sealed and confidential except for disclosure to the Judge, the Tribal Attorney, the child, the guardian and their legal representative. These records shall not be disclosed to other persons for any reason. Upon termination of Tribal Court jurisdiction, these records shall be returned to the school.

Section 2. School Information Provided to Tribal Education Department

Every school shall, within thirty (30) days of the beginning of each semester, provide the Tribal Education Department and the Wellness Board with all directory information regarding its students including rosters, absentee lists, and withdrawal lists, without requiring the consent of the guardians.

TITLE 4. ELECTION ORDINANCE

Section 1. Purpose

The purpose of this Ordinance is to set forth the rules by which the elections of the Shingle Springs Band of Miwok Indians (“Tribe”) shall be conducted. As provided by this ordinance all elections shall be conducted in a similar manner.

Section 2. Eligibility to Vote

- A. Any enrolled member (not incarcerated) of the Tribe who is eighteen (18) years of age or over regardless of residency shall be eligible to vote provided he/she completes and returns an approved Shingle Springs Rancheria Voter Registration Form. Members only need to register to vote once in their lives. It is the duty of the Committee to inform members of their right to register to vote, including maintaining a target list of members approaching the age of eighteen (18).
- B. Any member wishing to vote on the day of the election who has not registered to vote may register at the polls and receive a ballot provided that his or her name appears on the official roll of enrolled members of the Tribe and show a current Tribal ID. The Voter Registration Form must be completed and submitted prior to counting of absentee ballots.

Section 3. Eligibility to Hold Office

- A. Any enrolled member of the Tribe who will be eighteen (18) years or older on the day of the election; has attended at least six (6) Saturday membership Tribal Council meetings within the twelve (12) months immediately preceding the day of nominations and signed the official sign-in sheet at those meetings.
- B. Any person who has been convicted of a felony is ineligible to hold office.
- C. The Gaming Commission shall conduct a background check of all persons nominated to a Tribal office as soon as nominations are made. The Gaming Commission will send results of background checks to the Legal Department who will determine eligibility. If the Legal Department determines that a candidate, who was nominated, has been convicted of a felony as described in Section 3B, the Election Committee shall declare that person ineligible to appear on the ballot. No such decision of the Election Committee shall take effect until the Election Committee has provided to the person it has declared ineligible, pursuant to this Section, a reasonable opportunity to contest its finding that he or she is a convicted felon.
- D. No person may at the same time be both a member of the Tribal Council and a member of the Tribal Gaming Commission and/or Tribal Gaming Authority.

Section 4. Election Committee

A. The Tribal Council shall appoint an Election Committee comprised of seven (7) members, who are enrolled members of the Tribe. The Tribal Council shall appoint at least one Committee Member from each of following families; Adams, Fonseca, Godsey, Murray, Olanio, and Tayaba. If a family has no one willing to serve on the Committee, then the Tribal Council shall choose someone from another family to fill the position. In order to transition to having all six families represented on the Committee, future vacancies shall be filled by individuals of families currently unrepresented on the Committee. Committee Members will serve five (5) year staggered terms and must be reappointed thereafter. All Committee Members shall have one (1) vote. All Committee members, excluding individuals 17 years old and younger, must submit to a background test upon appointment to the Committee and in January of every year and may not serve on the Committee if they have been convicted of any felonies or crimes of fraud against the Tribe within the last five years.

The Election Committee shall have the responsibility and authority to conduct elections, as required by this Ordinance. Only individuals appointed by the Tribal Council to the Election Committee and employed by the Legal Department will be authorized to assist in administering the election process unless specified in this ordinance.

B. The Election Committee shall be responsible for verifying the eligibility of all candidates, provided, however, that the background check necessary to determine whether a candidate has been convicted of a felony shall be conducted preferably by the Gaming Commission or other outside source as delegated by the Tribal Council, following nominations, as specified in Section 3B above. Within 30 days after nominations, the Election Committee shall mail to each nominee at his or her official address on file with the Election Committee notification of its findings regarding that nominee's eligibility to hold the office for which he or she was nominated. Any nominee aggrieved by a finding of his or her ineligibility may appeal that finding as provided in Section 11C below. All eligible nominees must prepare a biography, no longer than two hundred (200) words, and an explanation of why the candidate wants to be on Tribal Council for distribution to the Tribal membership. All eligible nominees that want a photograph of themselves used for all Election purposes must have their official photograph taken at the Candidate Meeting by the Tribe. No other photographs shall be allowed.

C. Election Committee will hold a candidate meeting to advise candidates of rules, timelines for election and other pertinent information including giving candidates a form to provide their legal and generally recognized names to be used on the ballot. Candidates may provide their nicknames to be used in parentheses on the ballot. If candidates fail to meet the timelines or any other requirements they will be declared ineligible.

- D. Election Committee will hold a one (1) day opportunity for candidate mailings. No private campaign mailings will be allowed.
- E. The Election Committee shall mail comprehensive election notices to all eligible voters no later than December 1 prior to the annual election. Such notices shall include, at a minimum, copies of any proposals to be voted upon, a list of candidates, the established time for the opening and closing of the polls, reminders that all members must present their Tribal ID cards to vote, information regarding obtaining Tribal ID cards.
- F. The Election Committee shall prepare sufficient ballots for all eligible voters.
- G. The Election Committee shall obtain a register listing of all enrolled members over the age of 18 by Election Day from the Tribe's Enrollment Department.
- H. The Election Committee shall conduct Tribal Council elections during the Annual General meeting. Polls will open at 8:00 a.m. and close promptly at 3:00 p.m. and shall stay open during the Annual meeting. The Election Committee only will count all duly cast ballots in the Training Room of the Tribal Services Building behind closed doors in clear view (through the windows) of all that would like to watch the counting process to avoid distraction from crowd and noise. Election Committee members shall leave all personal belongings outside of the counting room. Election results will be posted in full public view no later than 5:00 p.m. on Election Day windows of the Tribal Services Building, Tribal Administration Building, at the Tribe's residential guard shack, and on the Tribe's website. A candidate will be considered elected but not seated at the time of announcement of election results in accordance with Article VII of [Articles of Association](#). During the election, the Election Committee may not request assistance from the General Membership to register voters and distribute ballots. No one other than Election Committee and Legal Department will be allowed to accept, count and/or distribute ballots.

Section 5. Nominations

- A. All eligible voters will be notified in writing during the month of August that nominations for Tribal Council seats will be accepted at the next Tribal Council Meeting in September, prior to any Tribal Council election. Any qualified member who has announced intent to run must be nominated and seconded by a member other than him/herself at the September meeting and must be present at the meeting to accept the nomination.
- B. All nominations will be made in person by a Tribal Member at the September Saturday membership meeting. A podium will be setup with a nomination sheet on it. All those nominating a candidate must sign the nomination sheet with their official given name and the name of the individual they nominated. The nominator will stand in line and

nominate one qualifying member, by their official given name, and may then sit down or return to the back of the line to nominate another qualifying member. A nominator may not nominate more than one person at a time. All nominations must be seconded by a Tribal Member. Any Tribal Member wishing to second a nomination must stand up following the nomination and state his or her own name, that they wish to second the nomination, and the name of the individual they are seconding as a candidate for Tribal Council. No Election Committee member shall be eligible to nominate or second a candidate for Tribal Council in order to avoid any conflict of interest.

Section 6. Manner of Voting

- A. All elections shall be accomplished by use of secret ballot.
- B. Qualified voters must sign in on Election Day. Upon signing in and confirmation of a valid voter registration form, the voter will receive a ballot. You must show Tribal ID.
- C. No proxy voting will be permitted other than that referenced in Title 1, Section 1BBBB.
- D. Any eligible voter may vote by absentee ballot as provided in Section 7 below.

Section 7. Absentee Voting

- A. All Tribal members who are registered to vote shall be entitled to vote by absentee ballot.
- B. All requests for absentee ballots must be received by the Election Committee no later than November 1. The Election Committee shall mail absentee ballots to all registered voters who have requested them no later than November 5. At the same time, such voters will also be provided a list of the candidates, and instructions for completion and return of the absentee ballot to the Election Committee. No further requests for absentee ballots will be accepted after November 1.
- C. Appropriate records shall be kept of those from whom requests are received and the dates they were received. The Election Committee shall make and keep records of ballots mailed, to whom mailed, the date of mailing, the address on the envelope, the date of the return of the ballot and from who received. Absentee ballots submitted by mail must be sent to 5168 Honpie Road, Suite E, Placerville, CA 95667. Absentee ballots received at any other address will not be counted. Within three (3) days of receipt of ballot, the Election Committee will mail a postcard or other type of written notice to the Tribal Member advising they have received their ballot successfully, if the ballot is received prior to the date of the election (General Election only). If you do not receive written notice of receipt, please contact the Election Committee Chair.

- D. Absentee ballots, hand-delivered, must be personally received by the Election Committee and Legal Department by the close of polls on Election Day. Hand-delivered ballots must be submitted in person by the voter casting the ballot.
- E. Accompanying the absentee ballot shall be: An inner envelope bearing on the outside, the words 'ABSENTEE BALLOT', instructions for completion and return of the absentee ballot, list of candidates, date and time when the absentee ballot must be received by the Election Committee and Legal Department and a preaddressed outer envelope imprinted on the back with a certificate as follows,
- I, (name of voter), hereby certify that I am a qualified voter of the Shingle Springs Band of Miwok Indians; that I will be 18 years of age or over at the election date and am entitled to vote in the election to be held on (date of election); and that I cannot appear at the polling place on the Rancheria on the date of the election because (indicate one of the following reasons): () I am a non-resident voter; or () I (expect to be temporarily absent from the Rancheria; or () because of illness; or () physical disability; or () because no polling place has been established. I further certify that I marked the enclosed ballot in secret. Signed: (voter's signature and date)
- F. The absentee voter shall mark the ballot and the ballot shall then be folded so as to conceal the markings and be placed in the envelope marked 'ABSENTEE BALLOT.' The envelope marked absentee ballot shall be placed in the preaddressed outer envelope, sealed, certificate completed, signed and mailed.
- G. After duly recording the receipt date of absentee ballots received on time, the Election Committee and one member of Legal Department shall open the outer envelopes, place them in the Election Committee's safe for safekeeping and place envelopes marked "ABSENTEE BALLOT" in a separate box reserved for that purpose. The safe and all ballots shall remain in Legal Department at all times. Then the Committee shall send a postcard or other type of written notice notifying the Tribal member of receipt of absentee ballot if the ballot is received prior to the day of the election (General Election only).
- H. Exchange of Ballot. Any spoiled or mutilated absentee ballot may be exchanged for a new one by returning it to the Election Committee with a request for another no later than January 1. The Election Committee shall honor the request promptly and note the dates of the related actions. No extension of time will be granted for receipt of exchanged ballots. Please note that if a Tribal Member received an absentee ballot and they come to the polling place, with the absentee ballot, requesting an in person ballot, the Election Committee will not give them another ballot without accepting and destroying their absentee ballot.

- I. All duly cast ballots are to be counted. Even though it will not be possible to determine the intent of the voter regarding spoiled and mutilated ballots, they are to be counted for the purposes of determining whether the required percentage (number) of voters have cast their ballots in the election. Invalid (does not include mutilated/spoiled) ballots shall not be counted for purposes of determining the required percentage of votes cast.
- J. A mail box located on the Tribe's Rancheria with a two (2) key lock, if available, will be maintained for the Election ballots. Election Committee Chairperson will maintain one (1) key and Legal Department will maintain one (1) key. If unable to acquire a two key lock box then the Legal Department will keep the keys in their possession and one member of Legal Dept. and one member of Election Committee will check the mail box together.

Section 8. Polling

- A. The election polling site shall be on the Shingle Springs Rancheria or whatever location the Tribal Council selects.
- B. Polls shall be open from 8:00 a.m. to 3:00 p.m. during the Annual General Meeting held per direction of the Tribal Council. Polls to submit any enacted or proposed resolution to a referendum of the registered voters shall be open during the Annual General Meeting of the Tribe or at Special Meetings of the Tribe at a time specified by the Tribal Council.
- C. Polls will close at 3:00 p.m. as established by the Tribal Council so as to allow sufficient time for all election results to be certified by the Election Committee and posted no later than 5:00 p.m.
- D. No campaigning shall be allowed at the Annual General meeting or any other meeting where voting will take place. Children under the age of 18 may be present unless they cause a disruption or attempt in any way to campaign or influence voters.
- E. No alcoholic beverages or illegal substances shall be allowed within 100 feet of the polling site.
- F. Only the Tribal members voting will be allowed into the polling area.

Section 9. Elected Officers

- A. One week after the Election at a special meeting, the elected officers shall be installed according to the [Articles of Association](#), Article VII, Section 1. The Tribal Council shall consist of seven (7) members elected during the Annual General Meeting of the Tribe. The Tribal Council shall elect annually from within its own membership a Chairperson and a Vice-Chairperson and from within or without a Secretary in accordance with the [Articles of Association](#), Article III, Section 2.

- B. Before assuming a position on the Tribal Council, each member shall subscribe to the following oath or affirmation administered by the Tribal Court Judge:

“I _____, do solemnly swear (or affirm) that I will support the Articles of Association, the Constitution of the United States and the laws and policies of the Tribe, and will faithfully and impartially perform the duties of my office to the best of my ability and will work to promote and protect the best interest of the Shingle Springs Band of Miwok Indians, and will assist it in every way within my power toward better citizenship and progress.

- C. At all elections held under this Ordinance, the members elected to available seats on the Council shall hold office for a period of three (3) years.
- D. Qualified candidates who have run for office and did not receive sufficient votes for election to one of the seven (7) positions on the Tribal Council shall be registered as Alternate Tribal Council Members. There may only be two (2) alternates seated at a time. An Alternate Tribal Council Member may be seated on the Tribal Council in the event of a vacancy to fulfill the term of office. Seated alternates are expected and required to attend all Tribal Council meetings.

Section 10. Election Results

- A. After the close of the polls, ballots will be counted in a pen color determined by the committee two (2) weeks prior to the election by the Election Committee and the results posted no later than 5:00 p.m. in full public view outside the Tribal Administration Office. At the conclusion of the recording of the ballots, the Official Election Record shall be signed and dated by the Tribal Election Committee.
- B. A copy of the election results certified by the Tribal Council and the Election Committee shall be sent to the Superintendent, Central California Agency, Bureau of Indian Affairs, Sacramento, California.
- C. All election materials must be kept under lock and key in Legal Department for no less than forty-five (45) days after the election to accommodate protests or appeals. After forty-five (45) days, all election materials and keys are to be turned over to Legal Department for storage under triple lock. After the next meeting of the Election Committee, all committee members will together shred the election materials.
- D. In the event that the ballot count reveals that two (2) or more candidates for Tribal Council have received the same number of votes, and the Tribal Council seats have not been filled by candidates receiving more votes, then there will be an immediate recount of the votes for the tied candidates by the Election Committee.

If a tie exists at the completion of the recount, the Election Committee will call a special ‘run off’ election limited to the candidates with the tie votes. The ‘run off’ election shall be held not more than ninety (90) days from the date of the election in which the tie vote occurred. The ‘run-off’ election will be conducted in the same manner described in Section 4 above. The Tribal Council may allow “run-off” elections to be held by absentee ballot only.

Section 11. Appeals

- A. Election Disputes. Appeals to resolve election disputes shall be heard first by the Election Committee and finally by the Tribal Court within three (3) business days of filing of appeal. The appeal to resolve election disputes must be submitted to the Election Committee within three (3) business days of receiving the Election Committee’s decision. The Election Committee will then have five (5) business days to answer the appeal. The Tribal Member may then appeal that decision to the Tribal Court by filing it within three (3) business days. The filing fee for the appeal to Tribal Court is \$250. The decision of the Tribal Court shall be final. The prevailing party will be awarded fees and costs by the Tribal Court.
- B. Conduct of Election. Any appeals which protest the conduct of an election or the results thereof shall be presented to the Election Committee within forty-five (45) days following an election and none shall be considered after the forty-five (45) day period has elapsed and finally by the Tribal Court within three (3) business days of filing of appeals. The Election Committee will then have five (5) business days to answer the appeal. The Tribal Member may then appeal that decision to the Tribal Court by filing it within three (3) business days. The filing fee for the appeal to Tribal Court is \$250. The decision of the Tribal Court shall be final.
- C. Candidate Eligibility. Any candidate may appeal the Election Committee’s determination of eligibility first to the Election Committee and finally by the Tribal Court. The candidate’s appeal to the Election Committee must be submitted within three (3) business days of receiving the Election Committee’s decision. The Election Committee will then have five (5) business days to answer the appeal. The candidate may then appeal that decision to the Tribal Court by filing it within three (3) business days. The filing fee for the appeal to Tribal Court is \$250. The decision of the Tribal Court shall be final.

Section 12. Vacated Offices

In the event of the death of a Tribal Council member or should any elected official voluntarily resign his/her office, or should a resignation occur by order of recall by the General Council, or a Tribal Council member is disenrolled, or by conviction of felony under the [Articles of](#)

[Association](#) Section 3(b), the Tribal Council shall seat the Alternate who received the next highest number of votes in the election to fulfill the term of the vacant office.

Recall shall be conducted in accordance with Article V, Section 2, of the [Articles of Association](#).

Section 13. Special Elections

Special elections may be held under the same rules as stated above. The following will be the mandatory timelines for special elections: 1) Notice of Special Election and Request for Absentee ballots must be mailed by Election Committee and Legal Department to all qualified members of the Tribe no later than 60 days prior to Special election, 2) requests for absentee ballots must be returned to Election Committee and Legal Department no later than 45 days prior to Special election and 3) completed absentee ballots must be returned to Election Committee and Legal Department in accordance with Sections 7 and 8 above.

The Tribal Council may allow Special Elections to be held by absentee ballot only.

Section 14. Referendum

Referendum shall be conducted in accordance with Article XI of the [Articles of Association](#).

Section 15. Initiative

Initiative shall be conducted in accordance with Article XII of the [Articles of Association](#).

TITLE 5. ENROLLMENT ORDINANCE

Section 1. Authority

The [Articles of Association](#) (“Articles”), adopted on June 19, 1976, as amended, govern the management of all Tribal affairs for the Shingle Springs Band of Miwok Indians. Specifically, Article II of the Articles authorizes the Tribal Council to ensure the accuracy of its membership roll under Tribal Law, while protecting the integrity of the process governing all determinations involving membership in the Tribe. The following rules and procedures will assure all persons fair and equal treatment with respect to their rights and entitlement to membership within the Tribe, and which also will provide for the maintenance of an accurate Tribal membership roll compliant with Tribal law.

Section 2. Membership

The membership of the Shingle Springs Band of Miwok Indians shall consist only of those persons who have filed applications for membership in the Tribe and who are qualified to be a Member under the following criteria:

- A. Persons listed on the current membership roll as of the date of adoption of the amended Articles of Association, and their biological lineal descendants, who are all biological lineal descendants of either Pamela Cleanso Adams or Annie Hill Murray Paris who were listed on the “1916 Census Roll of the Indians at and near Verona in Sutter County, California; also 15 living in Sacramento,” regardless of whether the ancestor through whom eligibility is claimed is living or dead.

Section 3. Non-Eligibility

- A. If a person who meets the above eligibility requirements for membership has been allocated on another reservation, is officially enrolled with or is a recognized member of some other tribe or band, or has relinquished his or her membership with the Shingle Springs Band of Miwok Indians, such person shall not be eligible for membership with the Shingle Springs Band of Miwok Indians.
 - 1. A “recognized member of another tribe or band” is a person whose name is listed on the census or membership roll of another tribe or band, or has received a land use assignment on another reservation.
- B. An allotment or an interest in an allotment acquired through inheritance shall not, in itself, bar enrollment with the Tribe.
- C. An individual conceived through purchased and/or donated spermatozoa or ova (the term includes any reproductive technique involving a third party (e.g. a sperm and/or egg donor) of a Tribal member is not eligible for membership in the Tribe.

Section 4. Adoption

- A. Only individuals qualified for enrollment under Section 2 may be members of the Tribe. The Tribe shall not allow exceptions of any kind regarding membership criteria for any person, and there shall be no honorary membership in the Tribe. Persons legally adopted by members of the Tribe are not eligible for enrollment unless they independently meet the requirements of this Ordinance.

Section 5. The Enrollment Committee

- A. The Tribal Council shall appoint an Enrollment Committee which shall, under the guidance of a Committee Chairperson, carry out the duties and responsibilities of the Tribe's enrollment program pursuant to this Ordinance. Such Committee shall be composed of seven (7) enrolled members of the Tribe. The Tribal Council shall appoint at least one Committee Member from each of following families; Adams, Fonseca, Godsey, Murray, Olanio, and Tayaba. If a family has no one willing to serve on the Committee, then the Tribal Council shall choose someone from another family to fill the position. In order to transition to having all six families represented on the Committee, future vacancies shall be filled by individuals of families currently unrepresented on the Committee. Committee Members shall serve staggered five (5) year terms, which shall begin on the third Saturday in February. All Committee actions shall be done by a majority vote of a quorum of the Committee.
1. Following approval of this Ordinance by the Tribal Council, all current Committee members' terms will be for the length of time outlined in [Tribal Council Resolution 2015-85](#).
 2. All Committee members, excluding individuals 17 years old and younger, must submit to a background test upon appointment to the Committee and in January of every year and may not serve on the Committee if they have been convicted of any felonies or crimes of fraud against the Tribe within the last five years.
- B. The Committee shall select its Chairperson from within its own ranks. Upon the recommendation of his or her fellow Enrollment Committee members, any member may be removed from the Committee at such time that it is clearly evident that he or she has neglected his or her duties as a member, shown partiality in the enrollment process, or displayed other acts which are detrimental to the Tribe's enrollment program. Such a recommendation must be made by majority vote of the Enrollment 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.
- C. The Enrollment Committee shall be directly responsible to the Tribal Council in ensuring that the enrollment program is being properly, accurately and efficiently implemented

and that all persons seeking Tribal membership are receiving full and impartial consideration. All Enrollment Committee members must sign Confidentiality Agreements upon beginning their terms of service in order to protect the sensitive nature of the enrollment information.

- D. Among other duties set forth herein, or that may be assigned by the Tribal Council, the Enrollment Committee shall dispense information regarding the Tribe's membership eligibility requirements and the enrollment program; distribute applications and related forms; receive, review, and approve or disapprove membership applications; and take other appropriate action consistent with the provisions of this Ordinance.
 - 1. In order to ensure that all Enrollment Committee members are actively participating on the Committee and are involved in the Enrollment functions, each Enrollment Committee member shall spend at least ten (10) hours per year, unpaid, assisting the Enrollment Coordinator in file reviews, organization, and audits. If Enrollment Committee members do not complete the required ten (10) hours of service each year, the Enrollment Committee shall automatically recommend and request removal of the Committee member to the Tribal Council.
- E. The Enrollment Committee and the Tribal Council shall meet at least annually to discuss and act on matters requiring attention, and to discuss Enrollment Committee goals for the year.
- F. The Enrollment Committee shall send quarterly updates notifying the Tribal Membership of changes in the Enrollment Program and reminding them of enrollment deadlines, etc.

Section 6. Filing of Membership Applications

- A. All persons desiring membership with the Shingle Springs Band of Miwok Indians must file written applications during a time and at a place specified by the Enrollment Committee. An application for membership may be filed on behalf of a minor, a person who is mentally incompetent, or anyone else in need of assistance, by a parent, guardian, relative, or a member of the Tribal Council or Enrollment Committee. The burden of proof rests upon the person seeking to establish the right to membership in the Tribe, and in that regard, such person must establish every element of his/her eligibility under the Tribe's [Articles of Association](#) and this Ordinance. Any matter to be proven for purposes of establishing the right to membership shall be proven to the satisfaction of and/or certified by the Enrollment Committee and/or the Tribal Council, as required, by a preponderance of the evidence.
- B. Evidence. Upon passage of this Ordinance, individuals seeking to establish the right to membership must prove their biological lineal descent from a person identified on the base roll by (i) submitting an original certified birth certificate mailed directly to the

Enrollment Officer at its PO Box address from the state or counties vital statistics office, and (ii) conclusive results of maternity/paternity from a DNA test. The Enrollment Committee has the authority to request any other additional evidence on an individual basis. Death certificates, marriage licenses, paternity statements, records of the Bureau of Indian Affairs, affidavits, and adoption records, as defined in Section 1 only, may be used as Secondary Evidence to determine eligibility. The Tribal Council may also allow other evidence to be used to determine eligibility, as outlined in a formal resolution and submitted to the Enrollment Committee.

1. Conclusive results of a DNA test shall be 99.98 percent or higher. The Enrollment Committee will not accept DNA tests completed at the Tribe's Tribal Health Program in order to avoid any potential conflict of interest. Additionally, the Enrollment Committee will not accept mitochondrial or siblingship DNA tests as proof of biological descendency. Applicants are responsible for the cost of the DNA test, regardless of whether their application is approved or denied.
- C. Only original (including certified) copies of all official documents evidencing eligibility for membership in the Tribe will be accepted. If any amendments have been made to any documentation, evidence supporting and memorializing the amendment must also be submitted to the Enrollment Committee. The Enrollment Committee will keep all original documents in an applicant's file. The Enrollment Committee possesses the right to request and review all documents in an applicant's file at any time.

Section 7. Approval or Disapproval of Membership Applications

- A. Applications for membership shall be accepted all year, if the Tribal Council has not enacted a total moratorium on enrollment. Applications will only be accepted for individual's age zero to 24 months. The completed written application and all required evidence must be received by the Enrollment Committee no later than the day before the applicant's second birthday. Enrollment shall be closed to all other individuals, including those reapplying for membership, for a period of five (5) years from the date of approval of this Ordinance.
- B. The Enrollment Committee shall approve or disapprove all applications for membership. Such action shall be based upon the findings of the Committee, members of which shall consider the primary and secondary evidence presented by the applicant, and evaluate all available information which could affect or be relevant to an applicant's eligibility for membership. Such membership shall be established in accordance with the requirements provided under the Tribe's Articles of Association and the provisions of this Ordinance.
- C. A person whose membership application has been disapproved by the Enrollment Committee shall be given written notice of such action and the reason(s) therefore.

- D. Upon approval or disapproval of an application, the Enrollment Committee will forward the application to the Tribal Council, which must certify the action of the Enrollment Committee within 30 days. Upon certification by the Tribal Council, the approval or disapproval of an application will become effective, unless an applicant appeals the decision in accordance with Section 8 of this Ordinance.

Section 8. Appeals

- A. Any person denied membership with the Tribe, after having complied with the requirements of the enrollment program, shall have the right to appeal the disapproval of his or her application to the Tribal Court. The appeal must be in writing and submitted to the Tribal Court within twenty (20) days of the date of the denial letter. Any additional information the applicant may have, or could obtain, which could alter the Committee's decision, as certified by the Tribal Council, must accompany the appeal to the Tribal Court. The filing fee for the appeal to Tribal Court is \$250.
 - 1. A person denied membership with the Tribe, who was a minor at the time of denial, shall have the right to appeal the decision to the Tribal Court, if an appeal was never made by their parent or guardian to the Tribal Court, within ten (10) years following their 18th birthday. Any additional information the applicant may have, or could obtain, which could alter the Committee's decision should accompany the appeal.
- B. The Tribal Court may decline to accept the appeal if, based on the applicant's evidentiary submission, there is no reason to believe there constitutes a basis to reverse the decision of the Enrollment Committee, as certified by the Tribal Council, when disapproving the application. To the extent the Tribal Court assumes jurisdiction over the appeal, the Tribal Court shall only have jurisdiction to review and set aside the decision of the Tribal Council if the Tribal Court finds the decision to be without observance of procedure required by this Ordinance. The Tribal Court hearing shall be conducted according to the procedures and rule outlined in the Tribal Court Ordinance and the Tribal Court Rules. Every effort shall be made to resolve the appeal as expeditiously as feasible. The decision of the Tribal Court shall be final.

Section 9. Preparation of the Membership Roll

- A. After a final decision has been made on all applications and/or information forms submitted for review by the Enrollment Committee, Tribal Council and/or Tribal Court, as the case may be, the membership roll shall be prepared reflecting the names of all persons recognized as members. In addition to the member's last, first, and middle names, the roll shall include such information as date of birth, enrollment number, address, telephone number, and other information as desired and requested by the Tribe.

- B. The content, and act of providing any, of the lists or roll described within this Section to an appropriate government entity, as necessary, does not in any way waive, surrender, or limit the Tribe's inherent sovereign powers to define membership in the Tribe.

Section 10. Keeping Membership Roll Current

- A. Corrections to the membership roll, as listed below, may be made at any time by the Enrollment Committee without the approval of the Tribal Council. Such corrections shall include, but are not limited to;
1. Additions to the roll of persons certified by the Tribal Council as members of the Tribe.
 2. Removal from the roll, the names of persons who have relinquished, in writing, their membership in the Shingle Springs Band of Miwok Indians, or persons who were disenrolled by action of the Enrollment Committee and Tribal Council pursuant to this Ordinance.
 - a. The names of deceased persons shall remain on the roll, however they will be noted as deceased on the roll.
 3. Other corrections such as date of birth, name and address changes, sex designation, and spelling errors, provided such corrections are supported by satisfactory evidence.

Section 11. Disenrollment

- A. The following shall be grounds for disenrollment of any member:
1. A person who obtained enrollment by fraud, deceit, or misrepresentation.
 2. A person who obtained enrollment by error, provided that no person shall be disenrolled on the basis of an error in his or her enrollment application if within one year of discovery of the error, the person takes the appropriate steps to remedy the error. Individuals enrolled by error alternatively may be subject to suspension under Section 11(C)(2).
 3. A person who enrolled with or became a recognized member of another tribe or band without relinquishing his/her membership with the Shingle Springs Band of Miwok Indians. This includes disenrollment for Dual Enrollment, as defined in Section 1, which is strictly prohibited by the Tribe.
 4. A person who is a descendant of a person disenrolled pursuant to "1" of this Section and does not otherwise meet the membership criteria of the Ordinance.

- B. Authority and Obligations Regarding Review of Member Eligibility. The Enrollment Committee and the Tribal Council each have the right to review the membership eligibility of any Tribal member in their own discretion and on their own volition, at any time, for any reason. In addition, when the Enrollment Committee has received a verified written statement from an individual Tribal member outside the Tribal Council or Enrollment Committee, with the author of the statement's notarized signature, citing specific allegations that provide a basis for disenrollment of another Tribal member, the Enrollment Committee must review the specified member's enrollment files to determine whether all requirements for membership have been met. The Enrollment Committee and Tribal Council each possess the authority to request from any Tribal member, in writing, any evidence necessary to evaluate his or her membership eligibility as set forth herein.
- C. Enrollment Committee Action. The Enrollment Committee bears the burden of initiating disenrollment of a Tribal member. Specifically, the Enrollment Committee bears the burden of demonstrating, to the satisfaction of the Tribal Council, that evidence in the Tribal records and the member's files fails to show the member satisfies the membership criteria under the Tribe's [Articles of Association](#). To that end, the Enrollment Committee shall examine all information and records in the Tribe's files that are relevant to the matter in question. The Enrollment Committee shall have the authority to ask the individual member for any additional information the Committee determines to be relevant to his or her membership eligibility, including a DNA test. Where membership eligibility is being evaluated pursuant to Sections 11(A)(1), 11(A)(2) or 11(A)(4), the Enrollment Committee may also seek extrinsic evidence from other publicly available, official sources bearing on a particular individual's lineal descent from a member on the Base Roll. In the event the Enrollment Committee determines there is insufficient evidentiary basis to support a person's membership in the Tribe, the Committee may take one of two following actions:
1. Disenrollment Recommendation. In the event the Enrollment Committee concludes the evidence in the Tribe's records, and any further evidence collected from the member and otherwise, fails to support the individual's satisfaction of the Tribe's membership criteria, the Committee may conclude the member should be disenrolled, and recommend the Tribal Council take disenrollment action. The recommendation of disenrollment may include not only the identified individual member, but all persons who descend from that individual and who claim membership within the Tribe solely through that individual. The Tribal Council must notify the affected individual(s) of any disenrollment recommendation within seven (7) days of the Enrollment Committee's action, and provide further additional notice of a potential disenrollment action no less than fourteen (14) days prior to any hearing before the Tribal Council. Before any final

disenrollment action is taken, and pursuant to Section 11(D), the affected individual(s) will have the right to submit evidence to the Tribal Council that is probative of his/her/their lineal descent from a person on the Base Roll.

2. Suspension. Alternative to the recommendation for disenrollment, the Enrollment Committee may recommend that any identified individual be suspended as a member of the Tribe for no longer than one (1) year in order to obtain any necessary evidence to validate his or her enrollment and to satisfy the Tribe's membership criteria. The Tribal Council must certify the proposed suspension action within seven (7) days of receipt of the Enrollment Committee's recommendation for the suspension to be effective. Upon any certification of the Enrollment Committee's recommendation, the Tribal Council shall issue a Notice of Suspension to each affected person(s), to be delivered by certified mail. Placement of an individual on suspension may not necessarily affect the Tribal member status or benefits of the individual's heirs, unless explicitly stated by the Enrollment Committee, and certified by the Tribal Council.
 - a. Interim Loss of Benefits. During the period of suspension, the individual will have no rights as a member of the Tribe, including participation in Tribal government, unfettered access to Tribal lands, and receipt of benefits attributable to membership, including per capita payments and housing preference. However, during this suspension period, while the individual is provided the opportunity to collect and present evidence demonstrating his or her entitlement to membership in the Tribe, all monetary benefits otherwise provided the individual will be held in abeyance, subject to retroactive payment upon his or her demonstration to the Enrollment Committee and Tribal Council that he or she satisfies the Tribe's membership criteria.
 - b. Correction of Deficiencies/Restoration of Membership Status. Once an individual has corrected any deficiencies in the Tribe's records, and/or proven to the Enrollment Committee that he or she satisfies the Tribe's membership criteria, the Enrollment Committee will recommend to the Tribal Council that the individual be restored to his or her status as a Tribal Member even if the Tribal Council has imposed a moratorium as described in Section 19. Such recommendations shall only be made during the month of January each year.
 - 1) If the Tribal Council agrees with the Enrollment Committee recommendation, it must certify the proposed action, and lift the suspension and reinstate the individual's membership status within seven (7) days from the recommendation's receipt,

notifying each affected individual of said action by certified mail. Upon reinstatement, the individual is thereby entitled to receive, retroactively, all monetary benefits not received during the period of suspension, including per capita payments, which were withheld during the suspension period pending final resolution of the individual's entitlement to membership.

- 2) If the Tribal Council does not agree with the Enrollment Committee's conclusion that the individual(s) has demonstrated his or her right to membership, and rejects the Enrollment Committee's recommendation to lift the suspension, it shall notify the affected individual(s) of his or her right to a hearing pursuant Section 11D.
- 3) Where the membership status of the affected individual's heirs were suspended pursuant to Section 11(C)(2), on the ground that their membership rested exclusively on that of the affected individual, the Tribal Council will similarly restore the membership status of the affected individual's lineal descendants, upon satisfaction by the affected individual of this Section 11(C), with the concomitant restoration of any withheld monetary benefits for those lineal descendants.

D. Potential Disenrollment Action by Tribal Council. In the event the Enrollment Committee recommends the Tribal Council disenroll individual(s) for failing to satisfy the Tribe's membership criteria, or in the event the Tribal Council independently concludes that an individual(s) has failed to meet his or her burden of establishing the right to membership, the Tribal Council shall provide the affected individual(s) a Notice of Potential Disenrollment Action. Said Notice must issue to the member within seven (7) days of the Tribal Council's receipt of the recommendation from the Enrollment Committee, or within seven (7) days of the Tribal Council's independent action. In addition, the Tribal Council will provide written notice to the person at least fourteen (14) days before any scheduled disenrollment hearing. All notices under this Ordinance shall be sent by certified mail.

1. Right to Hearing Before Tribal Council. The Tribal Council shall provide the individual who is subject to potential disenrollment an opportunity to be heard, with the submission of written argument or briefing, and any supporting evidence and documentation, before taking final action. The Tribal Council shall also allow the affected individual(s) an opportunity for an oral hearing before the Tribal Council. The Tribal Council may impose reasonable procedural and evidentiary limitations on the hearing, including the right for similarly situated

individuals who claim membership through the same bloodline or member on the Base Roll, to be represented by a single advocate (legal counsel or otherwise).

2. **Notice of Potential Disenrollment Action.** The Notice of Potential Disenrollment Action shall include the time, date, and place of the hearing before the Tribal Council; the procedural and evidentiary rules governing the hearing; the reasons for the recommended disenrollment and any evidence accompanying the Enrollment Committee's recommendation. The Notice shall inform the affected person(s) of the obligation to submit any written argument and documentary evidence by a date certain prior to the hearing; the right for a representative to explain in the hearing why the person(s) should not be disenrolled; and the opportunity to present any further relevant evidence not previously submitted to the Enrollment Committee.
 3. **Tribal Council Decision.** Within thirty (30) days after the hearing, the Tribal Council shall take official action, and make known its finding, in a written Tribal Council resolution. The affected person(s) will be sent a copy of the resolution and the policy for re-enrollment in the Tribe, if any.
 4. **Waiver of Hearing.** A person who is the subject of the disenrollment proceeding may waive his or her right to a hearing before the Tribal Council. The waiver must be made in writing and delivered to the Tribal Chairperson by certified mail or in person. Such a waiver would not act as a bar for appeal to the Tribal Court, assuming jurisdiction can be established, but may be used as evidence by the Tribe in any Tribal Court proceeding to which the affected party may be entitled. Where applicable, a Tribal member parent and/or guardian may submit a waiver of hearing on behalf of the minor child in the manner described above.
- E. Disenrollment of Lineal Descendants of Persons Subject to Disenrollment. An individual who is subject to disenrollment under Section 11(A)(4), on the ground that the ancestor(s) through whom the individual claims membership was (were) disenrolled pursuant to Section 11(A)(1) or 11(A)(2), will be given thirty (30) calendar days following an initial notice from the Enrollment Committee, as certified by the Tribal Council, to provide additional evidence to the Enrollment Committee, including DNA evidence, that shows that they are biologically related to a member of the Base Roll independent of the ancestor(s) line who was (were) disenrolled under Section 11(A)(1) or 11(A)(2). The Tribal Council may, in its discretion, extend the thirty (30) day deadline by which to provide evidence to the Enrollment Committee. Once the period for providing additional evidence is over, the Enrollment Committee will review the evidence and make a recommendation to the Tribal Council as to whether the individual should be disenrolled under Section 11(A)(4). Upon receipt of the Enrollment Committee's recommendation, the Tribal Council will vote on the individual's disenrollment from the Tribe. Within

thirty (30) days after the vote, the Tribal Council shall take official action, and make known its decision, in a written Tribal Council resolution. The affected party or parties will be sent a copy of the resolution and the policy for re-enrollment in the Tribe, if any.

- F. Appellate Right to Tribal Court. An affected party has the right to appeal the Tribal Council's decision exclusively to the Shingle Springs Tribal Court within thirty (30) days from the date the Tribal Council mailed its final decision by certified mail. The date the notice of decision is mailed begins the 30-day appellate period. The Tribal Court possesses jurisdiction, and shall only review and set aside the decision of the Tribal Council, if the Tribal Court finds it to be without observance of procedure required by this Ordinance.

If the Tribal Court determines that the decision of the Tribal Council should be set aside for the reasons above, the Tribal Court must remand the case to the Enrollment Committee to restart the disenrollment process from the beginning.

A person disenrolled from the Tribe, who was a minor at the time of disenrollment, shall have the right to appeal the decision to the Tribal Court, if an appeal was never made by his or her parent or guardian to the Tribal Court, within ten (10) years following their 18th birthday. The filing fee for the appeal to Tribal Court is \$250. Any additional information the disenrolled individual may have, or could obtain, which could alter the Enrollment Committee's decision as to the person's entitlement to membership certified by the Tribal Council, must accompany the appeal. The decision of the Tribal Court shall be final.

- G. Re-application for Membership in the Tribe. Individuals who are specifically allowed by the Tribal Council to re-apply for membership in the Tribe following disenrollment from the Tribe, may re-apply during the January open enrollment period. All individuals re-applying for membership following disenrollment from the Tribe must include DNA test results with their application showing that they are biologically related to a person listed on the Base Roll.

- 1. Individuals re-applying for membership in the Tribe following disenrollment from the Tribe for dual enrollment, does not need to provide DNA test results if his or her birth certificate provides evidence that he or she is biologically related to a descendant of someone listed on the Tribe's Base Roll.

Section 12. Use of the Membership Roll

- A. The membership roll, when duly certified and approved, shall be used for all official purposes.

Section 13. Conflicts of Interest / Required Recusals

- A. With respect to any individual whose entitlement to membership in the Tribe is in question by action of the Enrollment Committee and Tribal Council pursuant to Section 11(C), said individual may not continue to participate in Tribal government, irrespective of whether said individual is subject to a pending disenrollment proceeding or suspension pursuant to Sections 11(C)(1) or (2), respectively. Upon issuance of a Notice of Potential Disenrollment Action or a Notice of Suspension under Section 11(C), to be delivered by certified mail within seven (7) days of certification by the Tribal Council, all such participation by the individual must immediately cease pending resolution by the Tribe of the individual's entitlement to membership.
- B. Any person with a potential conflict of interest based on a personal or familial relationship to an individual whose entitlement to Tribal membership is in question by action of the Enrollment Committee may be recused from participation in any particular Tribal meeting of the Enrollment Committee or the Tribal Council involving the membership decision. Any such recusal must be by action of the Tribal Council.
- C. In its discretion, the Tribal Council may determine that individuals who work for the Tribal government and whose entitlement to membership is in question by action of the Enrollment Committee, may not continue to work for the Tribe pending resolution of such issue. The Tribal Council may, in its discretion, fashion particularized remedies and relief designed to diminish any employment-related hardship on the individual(s) pending resolution of their entitlement to membership.

Section 14. Confidentiality and Access to Information

- A. The Tribal Council and Enrollment Committee recognize that records concerning an individual's enrollment may contain sensitive personal information. These records may also be critical to establishing an individual's eligibility for Tribal membership. Accordingly, the Tribal Council declares that these records are confidential and protected from disclosure by this Ordinance. Only members of the Tribal Council and Enrollment Committee will have access to the records unless specified below. All information will be kept confidential and only will be released as described below.
 - 1. Release of Information to Outside Parties or Individuals. If a Tribal Member desires to have any enrollment information released by the Enrollment Committee or Tribal Council, the individual must complete and provide to the Enrollment Committee officer the Release of Information form developed by the Enrollment Committee. The form must specify which information can be released and to whom it may be released.

2. In the event of an emergency, information may be released by the Enrollment 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.
3. Enrollment 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 enrollment 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.
4. The signed Release of Information form and a notation must be made in the Tribal Member's file following the release of information documenting who, what, when, and where the information was released and to whom.
5. Information made available shall not be used for any purpose other than an individual's eligibility for enrollment, aid, services, or other benefits as relating to Tribal Membership.
6. File Review. A note shall be entered in each file reviewed under Section 14A above or for any other purpose, showing who reviewed the file, the date reviewed, and the purpose of the review.
7. The files shall be stored in a place physically secure from access by unauthorized persons.
8. 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.

9. The Tribal department, Enrollment 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 15. Frivolous, Malicious, or Fraudulent Behavior

- A. Frivolous, Malicious or Fraudulent Behavior. If the Enrollment Committee or Tribal Council finds a Tribal member or another individual committed or abetted any frivolous, malicious or fraudulent behavior relating to the Ordinance, including but not limited to, failing to comply with document request deadlines required by the Enrollment Committee and/or intentional enrollment in the Tribe with the intent to commit fraud, the Tribal Council or Tribal Court shall have the right to levy a fine on the individual or Tribal member of not more than five thousand dollars (\$5,000) per occurrence (which may be each year of fraudulent enrollment) to remedy the frivolous, malicious, or fraudulent behavior. Furthermore, the Enrollment Committee or Tribal Council shall have the right to levy fines in the amount of \$500 per week for each week an individual fails to provide documents as requested by the Enrollment Committee or Tribal Council. In addition, the Tribal Council or Tribal Court shall have the right to assess against the individual or Tribal member any others fees associated with the behavior incurred by the Tribe, including the cost of DNA analysis and attorney fees.
- B. All fines under this action will be withheld from the member's per capita payments until satisfied in accordance with the Tribe's Per Capita Policy or due to the Tribe's Fiscal Office within 30 days of the date of the fine. On a case-by-case basis payment arrangements may be made with the Fiscal office.
- C. An individual or member who is fined may appeal such fine in the Tribal Court. The Tribal Court shall have jurisdiction only to determine if the process in this section was applied appropriately and process such fines upon Tribal members and individuals.

Section 16. Communication with Minors Regarding Enrollment

- A. All communications from the Enrollment Committee or Tribal Council to a minor regarding enrollment matters, including notices of decisions, will be mailed to the Tribal member parent and known guardian and/or custodian, if addresses are provided or known to the Committee. The Enrollment Committee shall additionally mail all communications directly to the minor once the minor reaches the age of 14.
- B. Upon the Tribal member minor's 18th birthday, a minor shall have the right to request a copy of all communications from the Enrollment Committee or Tribal Council regarding enrollment matters, as reflected in his or her enrollment file.

Section 17. Moratorium

Nothing in this Ordinance shall be deemed to limit the authority of the Tribal Council to impose a moratorium on Tribal enrollment at such time and for such reasonable period as the Tribal Council shall determine necessary to protect Tribal interests.

TITLE 6. ENVIRONMENTAL CODE

ARTICLE 1 - PURPOSE

The Tribal Council of the Shingle Springs Band of Miwok Indians ("Tribe") enacts the following Environmental Code in order to protect and preserve the Shingle Springs Rancheria and any other lands held in fee or in trust for the benefit of the Tribe (hereinafter collectively referred to as "Tribal Lands") This Environmental Code establishes minimum procedures necessary to provide a safe and habitable homeland for members of the Tribe, present and future generations , by monitoring environmental impacts.

ARTICLE 2 - ADMINISTRATION

The Tribal Council shall administer the provisions of this Code. The duties of the Shingle Springs Tribal Council with respect to this Code shall include all of the following:

- A. To administer and enforce the provisions of this Code;
- B. To delegate responsibilities contained within this Code to the appropriate Tribal Department, Program, Board or Committee;
- C. Propose and approve future amendments to this Code, as it deems necessary;
- D. To keep such records as may be required.

ARTICLE 3 - WATER

Section 1. Title 22 Reclaimed Water

- A. Typical and appropriate uses for Title 22 Reclaimed Water include, but are not limited to, landscape irrigation, industrial processing (cooling towers), dust control on construction sites and toilet flushing. It is not appropriate to use Title 22 Reclaimed Water for human or animal consumption.
- B. If a Resident wishes to utilize Title 22 Reclaimed Water on their parcel and they do not already have access, they may contact the Tribal Environmental Department to start the set up process.
- C. Title 22 water sources must use identification markers and/or signs in order to prevent human or animal consumption.

Section 2. Waste Water

- A. The Tribe operates a Waste Water Treatment Plant which shall process all waste water except for that of those residents still using septic tanks.

- B. Only existing septic tanks are allowed and all future homes and developments must utilize the Waste Water Treatment Plant.
- C. If an event occurs that could impact water quality on Tribal Land, the Waste Water Treatment Plant must immediately notify the Tribal Administrator.

Section 3. Water Quality

- A. The Environmental Department shall monitor waterways on Tribal Lands.
- B. In the event of a spill of any substance that may affect water quality on Tribal Lands the Environmental Department is to be notified immediately so they can assist in the cleanup of the material.
- C. Environmental Department staff shall ensure the repairs and maintenance of creek beds in order to control unchannelized flow.
- D. No person may throw or dispose of any waste in any stream, channel or other body of water on Tribal Lands.

ARTICLE 4 - WASTE

Section 1. Septic Systems

- A. The Environmental Department shall make available information to Residents regarding the proper and regular maintenance of their specific septic system.
- B. Residents shall report any Daylighting or odor to the Environmental Department as soon as possible following discovery. The Environmental Department shall respond to these reports and evaluate the potential failure of the system. If the Environmental Department determines that corrective action is required, they shall assist the resident mitigating the situation.
- C. There shall be no new septic tanks placed on Tribal Lands as all new developments should be utilizing the Waste Water Treatment Plant.

Section 2. Solid Waste

- A. Each Resident living on Tribal Lands will be responsible for keeping their parcel, in a neat and sanitary condition which includes, but is not limited to, keeping said parcel free from solid waste.
- B. Solid waste must be disposed of appropriately. No person, employee, firm, or corporation or enterprise shall dispose of Solid Waste on Tribal Land.

Section 3. Hazardous Waste

- A. No person, employee, firm, or corporation or enterprise shall throw or dispose of Hazardous Waste on Tribal Lands.
- B. The Tribal Environmental Department strongly encourages those living on Tribal Lands to try and find ways to reduce the amount of household hazardous waste used including, but not limited to, using safer organic alternatives when available, using all of the material before disposing of an empty container and/or contacting the Tribal Environmental Department to assist in disposing of hazardous materials.

Section 4. Green Waste

Composting is encouraged and the Tribal Environmental Department will make available for Residents information on composting. No Resident may scatter green waste on their premises unless it has undergone the composting process.

Section 5. Recycling

The Tribal Environmental Department shall develop a recycling program with assistance from local disposal companies, the EPA and other tribes. This recycling program may include, but is not limited to having, a plan for recycling aluminum cans, paper (newspaper, typing, etc.), glass, motor oil, oil filters, tires, plastics, batteries and any other products as deemed necessary.

ARTICLE 5 - AIR

Section 1. Burning

- A. Residents may burn non-toxic waste in open pits provided all burning does not interfere with the health or peaceful enjoyment of other Residents.
- B. The following is a list of safety precautions to employ which will reduce the chances that an uncontrolled fire will occur:
 - 1. For maximum safety, pile size should be four (4) foot in diameter or less;
 - 2. Flammable materials and vegetation should be cleared away within a ten (10) foot radius of the pile;
 - 3. Only burn close to a water supply;
 - 4. Only burn when an adult is in attendance; and
 - 5. Ensure that the fire is completely extinguished before leaving the area.

- C. At times larger fires may occur in traditional structures or areas such as a round houses, sweat lodges or dance arbors. The leader of the ceremony, dance, etc. is responsible for exercising good judgment as it pertains to fire safety.
- D. In the performance of their regular duties, the Tribal Facilities Department may have larger fires or burn piles. The Tribal Facilities Department Director is responsible for exercising good judgment as it pertains to fire safety.

Section 2. Air Quality Education

The Tribal Environmental Department shall make available information for Tribal Members about the air quality effects of land use/transportation on Tribal Lands. The information may include flyers, community workshops, brochures and articles in the monthly newsletter.

Section 3. Dust

All construction activities taking place on Tribal Lands shall perform all the following practices to reduce dust when applicable:

- A. Water all active construction areas as needed;
- B. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two (2) feet of space below the top of the truck bed;
- C. Pave, apply water, or apply (non-toxic) soil stabilizers on all unpaved areas and staging areas at construction sites;
- D. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten (10) days or more);
- E. Enclose, cover, water, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.);
- F. Install sandbags or other erosion control measures to prevent silt runoff to public roadways; and
- G. Replant vegetation in disturbed areas as quickly as possible.

ARTICLE 6 - NATURAL RESOURCES

Section 1. Timber

Any harvesting of wood shall be done in accordance with the Shingle Springs Rancheria Fuel Wood Policy Statement, regulations set forth in 25 CFR Part 163 and the National Indian Forest Resources Management Act. In addition, the following provisions apply to all timber cutting:

- A. Trees cleared from all development projects shall be used for fuel wood for Residents.
- B. If a Resident has a dead or down tree on their property, they may contact the Facilities Director to ask for the grounds crew come out to remove it.

ARTICLE 7 - ENVIRONMENTAL REVIEW PROCESS FOR NEW DEVELOPMENT

Section 1. Environmental Department

Any time heavy equipment is going to be used to dig, the Tribal Department completing or contracting the construction must notify and communicate with the Tribal Environmental Department to ensure that the any possible negative effect of construction on Tribal Lands can be appropriately mitigated.

Section 2. Facilities Department

Any time heavy equipment is going to be used to dig, the Tribal Department completing or contracting the construction must notify and communicate with the Tribal Facilities Department to ensure that no utility lines will be damaged while digging.

Section 3. Cultural Resources Department

Any time heavy equipment is going to be used to dig, the Tribal Department completing or contracting the construction must notify and communicate with the Tribes Cultural Resource Department to ensure that no culturally significant areas will be disturbed.

Section 4. Environmental Review

Prior to the commencement of any project, the Environmental Department may prepare or, in certain circumstances, be required to review a project's environmental impacts.

- A. If the Tribe does an environmental review, the document shall be prepared by person(s) qualified by training, education or experience to make the required analysis.
- B. The environmental review shall include at a minimum: a description of the proposed project, a description of the proposed area(s) that may be affected by the proposed project information regarding the significant adverse environmental impacts of the proposed project, if any, and proposed mitigation measures to lessen or avoid significant adverse on-reservation environmental impacts of the proposed project if any.
- C. The environmental review may also include information required by certain granting agencies, including information which documents compliance with other rules and regulations.

ARTICLE 8 - VIOLATIONS

Section 1. Enforcement

Enforcement of this Code shall be by the Tribal Police.

Section 2. Imminent Threat

Upon determination of the occurrence of a condition which is an imminent threat to community safety, the Tribal Council or Tribal Police may take all practical steps to assure that the cause of the violation immediately ceases and corrective actions are implemented.

Section 3. Jurisdiction

Violations of this Code shall be subject to the jurisdiction of the Tribal Court.

- A. An alleged violator shall be given sixty (60) days to correct the reported violation unless the violation poses an imminent threat to community safety.
- B. If the alleged violator fails to take corrective action he or she shall follow the established process of the Tribal Court to remedy the situation.
- C. Any person aggrieved by an action of the Tribal Court may make an appeal to the Tribal Court within thirty (30) days of the decision.

ARTICLE 9 - MISCELLANEOUS

Section 1. Forms

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

TITLE 7. ENVIRONMENTAL POLICY COMPLIANCE ORDINANCE

Section 1. Authority

The [Articles of Association](#) (“Articles”), adopted on June 19, 1976, as amended, govern the management of all Tribal affairs for the Shingle Springs Band of Miwok Indians. Specifically, Article VI, Section I(d) of the Articles authorizes the Tribal Council to regulate, by ordinance, the use and development of all Tribal lands, whether assigned or unassigned, and to manage, lease or otherwise operate all unassigned Tribal property. The Band undertook an Environmental Management Program in May 1997 that identified numerous environmental goals, problem areas, and potential solutions, and desires to form a Tribal Environmental Department to ensure Federal Environmental Policy Compliance for the benefit of all tribal members. It is the desire of the Band to meet the needs of its members in an environmentally responsible manner through the following rules and procedures.

Section 2. Jurisdiction

The provisions of this ordinance shall apply to the Shingle Springs Rancheria as it currently exists, and to such future annexations of property as are approved by the Tribal Council and BIA.

Section 3. Administration

- A. The Shingle Springs Tribal Council shall administer the provisions of this ordinance, and shall propose future amendments to this ordinance, as it deems necessary and prudent.
- B. The duties of the Shingle Springs Tribal Council with respect to this ordinance shall be as follows:
 - 1. To administer and enforce the provisions of this ordinance;
 - 2. To provide for written terms and conditions of the necessary permits;
 - 3. To issue permits as provided by this ordinance;
 - 4. To keep such records as may be required;
 - 5. All or any portion of the above four duties may be delegated by the Tribal Council to a Tribal agency such as the Tribal Environmental Department; and
 - 6. Cease and desist-approved by Tribal Chairman and issued by Tribal Environmental Department.

Section 4. Waste Water Disposal

- A. The purpose of this section is to provide existing and future residences, businesses, and Tribal enterprises located on the Shingle Springs Rancheria with adequate and safe wastewater disposal.
- B. Septic systems.
 - 1. Education. The Tribal Environmental Department shall develop and implement a Tribal Outreach Program that provides Rancheria residents with information concerning the proper and regular maintenance of their septic system.
 - 2. Monitoring. In cooperation with United States Environmental Protection Agency, the Tribal Environmental Department shall implement a monitoring/corrective action program to detect septic daylighting (any water from septic system coming to the surface).
 - 3. Reporting. Rancheria residents shall report any daylighting or odor to the Tribal Council or designated Tribal environmental staff as soon as possible following discovery. Designated Tribal environmental staff shall respond to these reports and evaluate the potential failure of the system.
 - 4. Repairing. If the Tribal Council or designated Tribal environmental staff determines that corrective action is required, the Tribal Council shall assist the resident in identifying corrective measures or put the resident in contact with the appropriate agencies/companies. Corrective measures shall be implemented by the resident and certified by the Tribal Council within 90 days of initial discovery. Should the resident fail to implement corrective measures to the satisfaction of the Tribal Council, the Tribal Council may implement or cause to be implemented corrective measures. The Tribal Council may hold the resident responsible for the full costs of implementing these corrective measures, including any administrative costs incurred in arranging for the implementation of corrective measures.

Section 5. Solid Waste Disposal

- A. The purpose of this section is to assure that solid waste generated by Rancheria Land Users is disposed of in an environmentally sound manner that promotes recycle/reuse.
 - 1. Definition of solid waste. Solid waste includes:
 - a. Waste collected by a disposal service for disposal in a landfill by a contractor;
 - b. Recyclable material including but not limited to, cardboard, paper products, plastics, aluminum, and glassware;

- c. Household and garden waste;
- d. Lumber, junk, garbage, refuse, trash, or debris;
- e. Abandoned, discarded, or unused objects or equipment such as automobiles, furniture, stoves, refrigerators, freezers, cans, or containers.

B. Solid Waste Disposal

1. Rancheria land user

- a. Each individual Rancheria land user will be responsible for keeping their land/assignment in a state of good repair and in a neat and sanitary condition. No Rancheria land user shall keep, deposit, or scatter solid waste on their premises except that household waste, garden waste, and recyclables may be stored in containers for proper disposal or recycling.

2. Dumping

- a. It shall be unlawful for any person, firm, or corporation to throw or dispose of any solid waste on any portion of the Rancheria, including any road, public place, stream or other body of water. The Tribal Council or designated staff shall assess dumping incidents reported or witnessed by Tribal Staff or Tribal Members on the Rancheria.
- b. The Tribal Council may cite any person, firm, or corporation found to be violating the provisions of Section 5. After repeated refusal to correct the condition, the Tribal Council may order the cleanup and may levy a fine for the reasonable costs associated with the cleanup.

3. Open pit burning

- a. Rancheria land users may burn non-toxic waste and garden waste in open pits provided all burning takes place during a specified burn day as dictated by the APCD. Each instance of open pit burning on a day not specified as a burn day by the APCD constitutes a violation of this subsection.

C. Recycling. The Tribal Council shall develop a Shingle Springs Rancheria Recycling Program with assistance from El Dorado Disposal, the U.S. Environmental Protection Agency, and other Tribes. This recycling program must include a plan for recycling at least the following materials:

- 1. Aluminum cans;

2. Paper (newspaper, colored, and white);
3. Glass;
4. Motor oil;
5. Oil filters;
6. Tires; and
7. Other products as deemed necessary.

D. Education.

1. The Tribal Environmental Department shall develop a tribal education program that educates tribal residents about the correct methods for solid waste disposal, including information about the following:
 - a. Materials that can be recycled;
 - b. Materials that can be placed into trash containers;
 - c. Burning during proper burn days;
 - d. The health consequences of not following sound disposal principles; and
 - e. Waste containing hazardous materials.
2. The Tribal Council shall reduce the volume of yard waste being burned by Rancheria land users by:
 - a. Offering composting workshops to Rancheria residents; and
 - b. Offering chippers/grinders for use by Rancheria residents.

Section 6. Air Quality

- A. The purpose of this section is to protect and improve the air quality within the Rancheria to the maximum extent possible.
- B. Education. The Tribal Environmental Department shall develop and implement an educational program for Environmental Staff that will educate the Tribal Members about the air quality effects of land use I transportation decisions on the Rancheria. The program should include staff attendance at appropriate educational workshops, and staff meetings with APCD planners, the U.S. Environmental Protection Agency, and other tribal land use planners.

C. Off-road driving. Recreational off-road driving of vehicles, including automobiles, trucks, all-terrain-vehicles, and motorcycles, shall be prohibited in areas deemed sensitive to disturbance and in areas identified by Tribal Council or Tribal Environmental Department, (see attached map of sensitive areas). When off-road, vehicles shall not be driven faster than 15 miles per hour.

D. Dust control

1. Construction. All construction activities taking place within the Rancheria shall perform the following best management practices to reduce dust emissions:

- a. Water all active construction areas as needed;
- b. Cover all trucks hauling soil, sand, and other loose materials or require all trucks to maintain at least two feet of freeboard (i.e., the minimum required space between the top of the load and the top of the trailer);
- c. Pave, apply water, or apply (non-toxic) soil stabilizers on all unpaved areas and staging areas at construction sites;
- d. Sweep streets daily (preferably with water sweepers) if visible soil material is carried onto adjacent public streets;
- e. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more);
- f. Enclose, cover, water, or apply (non-toxic) soil stabilizers to exposed stockpiles (dirt, sand, etc.);
- g. Restrict or ban work on days of high winds (>30 miles per hour) or when air quality violations are expected (as determined by the APCD);
- h. Limit traffic speeds on unpaved roads to 15 miles per hour;
- i. Install sandbags or other erosion control measures to prevent silt runoff to public roadways;
- j. Replant vegetation in disturbed areas as quickly as possible; and
- k. Designate a person or persons to oversee the implementation of a comprehensive dust and erosion control program that includes a provision to increase watering, if necessary.

2. Off-road driving. Recreational off-road driving of vehicles, including automobiles, all-terrain-vehicles, and motorcycles, shall be prohibited in areas deemed sensitive to disturbance and in areas identified by Tribal Council or Tribal

Environmental Department, (see attached map of sensitive areas). When off-road, vehicles shall not be driven faster than 15 miles per hour.

3. Enforcement. Any person, firm, or corporation found to be violating the provisions of Section 5D shall be subject to fines for each violation as determined by the Tribal Council. The Tribal Council shall determine the amount of any fine levied according to the severity of the violation.

E. Monitoring.

1. The Tribal Environmental Department shall periodically monitor air quality on the Rancheria.
2. For each new commercial development project proposed on the Rancheria (proposed project), the contractor shall implement a monitoring program (corrective measures) program for construction and operational emissions, unless the Tribal Council anticipates no air emissions from both the construction and operation of the proposed project. If the Tribal Council anticipates air emissions from either the construction or operation of the proposed project, then a monitoring program is required only for the portion of the proposed project that is anticipated to produce air emissions. The monitoring program shall be in place before air emissions produced by the proposed project are anticipated to take place.

Section 7. Resource Management

A. The purpose of this section is to preserve, protect, and enhance natural habitat areas on the Rancheria, including creek and riparian corridors, oak woodlands, wetlands, and scenic vistas.

B. Timber.

1. Any harvesting of wood shall be done in accordance with the Shingle Springs Rancheria Fuel Wood Policy Statement (See Attachment A).
2. In addition to the terms in the attached Fuel Wood Use Policy Statement, the following provisions apply to all timber cutting operations:
 - a. Trees cleared from future development projects shall be used for fuel wood for Rancheria residents.

C. Soil.

1. Construction. All construction activities taking place within the Rancheria shall perform the following best management practices to reduce erosion:

- a. Implement Section 5D(1)(a-k).

Section 8. Water Quality

- A. The purpose of this section is to assure that the various existing and planned uses on the Rancheria promote the maintenance of a high level of water quality within the Rancheria's waterways.
- B. The Tribal Council shall coordinate with EPA Section 106 to develop and implement a Water Monitoring Program for the Rancheria waterways.
- C. The Tribal Council shall implement the following measures to control water quality degradation:
 1. Construction. All construction activities taking place within the Rancheria shall perform the following best management practices •to reduce water erosion:
 - a. Implement Section 5D(1);
 - b. Designate a person or persons to oversee the implementation of a comprehensive storm water control program that includes a spill prevention and countermeasure plan, which will identify proper storage, collection, and disposal measures for potential pollutants (such as fuel storage tanks) used on-site, if necessary;
 - c. Stabilize any land cuts required for future home site preparation by maintaining slopes of less than 15% and to hydroseed around building pads and road cuts where slopes exceed 15%;
 - d. Retain existing vegetation where possible;
 - e. To the extent feasible, limit grading activities to the immediate area required for construction;
 - f. Employ temporary erosion control measures (such as silt fences, staked straw bales, and temporary revegetation) for disturbed areas;
 - g. Ensure erosion control measures are in place at disturbed surfaces between October and May (the wet season); and
 - h. Retain sediment on-site by a system of sediment basins, traps, or other appropriate measures.
 2. Off-road driving. Vehicular travel across creek beds and wet areas will be limited to designated areas. Recreational off-road driving of vehicles, including automobiles, all-terrain-vehicles, and motorcycles, shall be prohibited in areas

deemed sensitive to disturbance and in areas identified by Tribal Council or Tribal Environmental Department, (see attached map of sensitive areas). When off-road, vehicles shall not be driven faster than 15 miles per hour.

3. Creek beds. The Tribal Council shall ensure the repairs and maintenance of creek beds in order to control unchannelized flow.

Section 9. Environmental Review Process for New Development

- A. The purpose of this section is to establish a mechanism by which the Tribal Council may analyze potential on-reservation environmental impacts of on- reservation development projects.
- B. Applicability. These procedures apply to all development projects that have the potential to cause significant environmental impacts on the Rancheria.
- C. Definitions. The following words have the following meanings as used in this section:
 1. "Environmental Analysis" means any environmental assessment, environmental impact report or similar environmental study prepared in connection with a project.
 2. "Mitigation" includes:
 - a. avoiding the impact altogether by not taking a certain action or parts of an action;
 - b. minimizing impacts by limiting the degree or-magnitude of the action and its implementation;
 - c. rectifying the impact by repairing, rehabilitating, or restoring the affected environment;
 - d. reducing or eliminating the impact over time by preservation and maintenance operations during the life of the action; and
 - e. compensating for the impact by replacing or providing substitute resources or environments.
- D. Preparation of Environmental Analysis.
 1. Prior to the commencement of any project, the Tribal Council may prepare or cause to be prepared an environmental analysis of the projects on reservation environmental impacts.

2. If the Band decides to prepare an environmental analysis, the document shall be prepared according to the following standards:
 - a. Persons qualified by training, education or experience to make the analyses and determinations required hereunder shall prepare the environmental analysis.
 - b. The environmental analysis shall include, at a minimum:
 - 1) A description of the proposed project;
 - 2) A description of the environment of the area(s) that will or may be affected by the proposed project;
 - 3) A discussion of the significant adverse on-reservation environmental impacts of the proposed project, if any, and
 - 4) An identification and discussion of proposed mitigation measures to lessen or avoid significant adverse on- reservation environmental impacts of the proposed project.
 - c. Appropriate Mitigation and Decision to Proceed with Project.
 - 1) Following completion of the process described in above, the Tribal Council shall determine whether and to what extent mitigation measures are necessary or appropriate with respect to significant adverse on-reservation environmental impacts, if any.
 - 2) In the event the Tribal Council determines that specific economic, social or other conditions make infeasible such mitigation measures, the proposed project may proceed in spite of the existence of one or more significant adverse on reservation environmental impacts.

Section 10. Enforcement

- A. Enforcement of this Ordinance shall be by the Tribal Council.
- B. Violations of this Ordinance shall be subject to the jurisdiction of the Shingle Springs Rancheria. The Tribal Council shall act on all reported violations of this Ordinance. Wherever possible, the Tribal Council shall grant the alleged violator an opportunity to correct the reported violation within a specified time.

- C. If the alleged violator fails to take corrective action upon being given the opportunity, the Tribal Councils determination shall be to provide to notification to the alleged violator by certified mail, return receipt requested.
- D. The alleged violator has thirty (30) days to appear before the Tribal Council to present his/her case.
- E. The Tribal Council shall conduct a hearing at the scheduled time and place and then and there may make its final decision whether or not the alleged violator appears, provided that good cause has not been shown at the time for the nonappearance.
- F. When the Tribal Council upon hearing and after due deliberation has reached its final decision, such decision shall be confirmed in a letter issued by the Tribal Council and directed to the alleged violator by certified mail, return receipt requested.

This letter shall cover all of these items:

1. the nature of the decision;
 2. whether the alleged violator has been found innocent or guilty;
 3. in the event of a finding of guilty, the exact remedy that is to be carried out by the Tribal Council;
 4. the period of time allowed for removing or otherwise disposing of personal property, which period shall not be less or more than six (6) months from the date of the letter. If a person is ordered to leave tribal lands, he/she shall have at least thirty (30) days to do so.
- G. An emergency shall be defined as any action or event resulting in the violation of this Ordinance or that has the imminent threat of causing an unexpected or sudden occurrence of a serious and urgent nature that demands immediate action to protect the Health and Safety of the Public, Property, or Environment. Emergencies, shall be determined by the Tribal Council or party delegated this responsibility by the Tribal Council.

Upon determination of the occurrence of an emergency condition, the Tribal Council or party delegated this responsibility by the Tribal council shall take all practical steps to assure that the cause of the violation immediately ceases and corrective actions are implemented.

Section 11. Appeals

- A. Any person aggrieved by an action of the Tribal Council, a Tribal agency, or other Tribal staff under this ordinance may make an appeal by filing a notice of appeal with the Tribal Office within 30 days of the action appealed from.

- B. The Tribal Council shall consider the appeal and the record upon which the action appealed from was taken.
- C. Within 60 days of the filing of the notice of appeal, the Tribal Council must render its decision on the matter. Failure of the Tribal Council to render its decision on the matter within 60 days of the filing of the notice of appeal shall be deemed to be a denial of the appeal and an affirmation of the action appealed from.
- D. The decision of the Tribal Council upon an appeal is final and conclusive as to all things involved in the matter.

TITLE 8. HOUSING ORDINANCE

Section 1. Authority

The [Articles of Association](#) (“Articles”), adopted on June 19, 1976, as amended, govern the management of all Tribal affairs for the Shingle Springs Band of Miwok Indians. Specifically, Article VI, Section 1(d) of the Articles authorizes the Tribal Council to manage, lease or otherwise operate all unassigned Tribal property and to control the use of and development on assigned Tribal lands.

Section 2. Purpose

The purpose of this Ordinance is to assure that the housing standards set forth are maintained for the health, safety and comfort of the persons living on Shingle Springs Rancheria.

Section 3. Jurisdiction

The provisions of this Ordinance shall apply to the entire territory of the Shingle Springs Rancheria.

Section 4. Administration

The Shingle Springs Tribal Council shall administer the provisions of this Ordinance.

Section 5. Standards

- A. Shingle Springs Rancheria Housing Standards for conventional constructed homes must meet the following minimums:
1. General construction conforms to applicable building standards for the region. Structures to be improved are to be in sound condition. Deterioration, if any, will not be at a level creating a health or safety hazard, or a comfort problem.
 2. The heating system has the capacity to maintain a minimum temperature of 70 degrees in the dwelling during the coldest weather in the area. It must be safe to operate and maintain and deliver a uniform distribution of heat. Applicable local heating codes are to be followed. If there are no applicable local codes, county or state codes are to be used as a guide.
 3. The plumbing system includes a properly installed system of piping. Fixtures consist of a kitchen sink, and within a partitioned bathroom, a lavatory, toilet, bath and/or shower. The water supply, plumbing and sewage disposal systems meet minimum standards of the Indian Health Service, tribe, county or state, whichever is applicable.

4. The electrical system includes wiring and equipment properly installed to safely supply electrical energy for adequate lighting and for the operation of appliances. The tribal, county, or state electrical code, whichever is applicable, must be used as an alternative standard. If no codes exist, a minimum of two circuits per dwelling must be installed with provisions for a least one additional circuit for future use.
5. Family size per dwelling does not exceed these limits:
 - a. Two bedroom dwelling: up to four persons (the first bedroom must have at least 120 sq. ft. of floor space and the second bedroom must have a minimum of 100 sq. ft. of floor space).
 - b. Three bedroom dwelling: up to seven persons (the first bedroom must have at least 120 sq. ft. of floor space and the remaining bedrooms must have a minimum of 100 sq. ft. of floor space each).
 - c. Four bedroom dwelling: adequate for all but the very largest families (the first bedroom must have at least 120 sq. ft. of floor space and the remaining bedrooms must have a minimum of 100 sq. ft. of floor space each).

B. Special Construction Features or Conditions. The following special features or conditions must be installed on all new construction and, where feasible, should be installed on standard repair projects:

1. Smoke detectors.
2. Insulation.
3. Water conservation items.

C. Shingle Springs Rancheria Housing Standards for Mobile Homes.

1. The mobile home must meet reasonable construction standards for size, health and safety. This means that the structure must be in a sound, well maintained condition capable of maintaining a temperature of 70 degrees inside the dwelling during the coldest weather for this area. It must be properly and safely supplied with an electrical system, and have fully functioning plumbing and fixtures for a full bathroom and kitchen. It must be of a size that provides adequate living space for the entire family. A minimum size allowed on the Rancheria is a total of 480 square feet of floor space. The mobile home must have its wheels removed and be tied down to permanent foundations. Travel trailers, campers, or structures in

a state of disrepair are not permitted on the Rancheria for use as a home site or residence.

2. Family size per dwelling does not exceed these limits:
 - a. One bedroom dwelling: up to two persons (the bedroom must have at least 120 sq. ft. of floor space).
 - b. Two bedroom dwelling: up to four persons (the first bedroom must have at least 120 sq. ft. of floor space and the second bedroom must have a minimum of 100 sq. ft. of floor space).
 - c. Three bedroom dwelling: up to seven persons (the first bedroom must have at least 120 sq. ft. of floor space and the remaining bedrooms must have a minimum of 100 sq. ft. of floor space each).
- D. Shingle Springs Rancheria Utilities requirements: The following services are normally provided by IHS. If funding is not available then the homeowner is responsible to provide the following services before the assignment is occupied.
1. Wastewater Disposal: The soil must be tested to see if the local conditions will support a septic tank-drain field system. This involves a percolation test and a deep boring or test pit which is accomplished by or under the direction of IHS staff prior to the home being moved on site. If the soils do not provide adequate percolation, or if there is a high groundwater or bedrock condition then the site cannot be occupied.
 2. Water Service Connections: The site must be close enough to the community water system to allow for installation of the water service line. If this service is not provided by IHS, the homeowner must obtain permission from the water company to be connected to the community water system, and must pay any fees that are required for water service.

Section 6. Procedures

- A. The Tribal Council shall review all applications for Residential Construction to assure that they meet the requirements of Title 6 Shingle Springs Housing Ordinance Section 5A-D and Title 8 Shingle Springs Land Use Ordinance Section 7.
- B. Permission may be granted by the Tribal Council for an Assignee to establish temporary living quarters on their parcel in the form of a building, mobile home or trailer until the construction of a permanent home is completed. Temporary living quarters must provide a safe and sanitary environment for the occupants. An application for such an action must be presented to the Tribal Council for approval.

- C. Permits required shall be issued by the Tribal Council in accordance with Title 8 Shingle Springs Land Use Ordinance Section 8.

Section 7. Enforcement

- A. Enforcement of this Ordinance shall be by the Shingle Springs Tribal Council.
- B. Violations of this Ordinance shall be subject to the jurisdiction of the Shingle Springs Rancheria. The Tribal Council shall act on all reported violations of this Ordinance. Wherever possible, the Tribal Council shall grant the alleged violator an opportunity to correct the reported violation within a specified time.
- C. If the alleged violator fails to take corrective action upon being given the opportunity, the Tribal Council shall notify the alleged violator by certified mail, return receipt requested, that his/her assignment may be canceled or he/she may be evicted from the Rancheria.
- D. The alleged violator has thirty (30) days to appear before the Tribal Council to present his/her case.
- E. The Tribal Council shall conduct a hearing at the scheduled time and place and then and there may make its final decision whether or not the alleged violator appears, provided that good cause has not been shown at the time for the nonappearance.
- F. When the Tribal Council upon hearing and after due deliberation has reached its final decision, such decision shall be confirmed in a letter issued by the Tribal Council and directed to the alleged violator by certified mail, return receipt requested. The letter shall cover all of these items:
 - 1. the nature of the decision;
 - 2. whether the alleged violator has been found innocent or guilty;
 - 3. in the event of finding of guilty, the exact remedy that is to be carried out by the Tribal Council; and
 - 4. 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 a person is ordered to leave Tribal lands, he/she shall have at least thirty (30) days to do so.

Section 8. Appeals

- A. Any person aggrieved by an action of the Tribal Council may make an appeal by filing a notice of appeal with the Tribal Office within thirty (30) days of the action by the Tribal Council.

- B. The Tribal Council shall consider the appeal based solely upon the provisions of Sections 5 and 6 above of this Ordinance.
- C. Within sixty (60) days of the filing of the notice of appeal, the Tribal Council shall render its decision on the matter. Failure of the Tribal Council to render its decision.

TITLE 9. LAND USE ORDINANCE

Section 1. Authority

- A. The Articles of Association (“Articles”), adopted on June 19, 1976, as amended, govern the management of all Tribal affairs for the Shingle Springs Band of Miwok Indians. Specifically, Article VI, Section I(d) of the Articles authorizes the Tribal Council to regulate, by land use ordinance, the use and development of all Tribal lands, whether assigned or unassigned, and to manage, lease or otherwise operate all unassigned Tribal property.

Section 2. Purpose

- A. The purpose of this Ordinance is to supersede all prior land, animal and assignment Ordinances and create a cohesive Ordinance so as to conform with land use pattern changes previously approved by the Tribal Council, and provide proper control of all lands within the boundaries of the Shingle Springs Rancheria and subject to governance by the Tribe, by establishing standards and procedures so as to preserve the health and safety of persons on the Shingle Springs Rancheria, and for the orderly and equitable distribution and management of land assignments on the Shingle Springs Rancheria.

Section 3. Definitions

Wherever used in this Ordinance, the following terms shall have the following meaning:

- 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. “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.
- E. “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.
- F. "Assignee" refers to the holder of an Assignment.
- 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. "Assignment Committee" shall mean the appointed committee that has authority to review and recommend for approval assignment applications for the Tribe.
- I. "Assignor" shall mean the Tribe.
- J. "Band" refers to the Members of the Shingle Springs Band of Miwok Indians of the Shingle Springs Rancheria.
- K. "Camping" refers to the use of a tent structure for the purpose of temporarily living on a designated parcel of land, for a duration to be predetermined by the Tribal Council. Camping does not include the use of mobile homes, recreational vehicles, pop-ups, or any other mobile device that accommodates electrical or water hook-ups unless pre-approved by the Tribal Council.
- L. "Commercial" refers to property which will be used for the development of retail and service-oriented establishments such as gaming, shopping centers, restaurants, offices, entertainment enterprises, and services.
- M. "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 12C.
- N. "Domestic Animals" shall mean dogs (*canis familiaris*), cats (*felis catus*), domestic avian and fowl commonly kept as domestic animals.
- O. "Easement" refers to an intangible interest in the property of another which allows the owner to use the property. As used in this Ordinance, it means that area of Tribal property over which the Tribe asserts dominion and control.
- P. "Exotic Animals" shall mean any reptile, amphibian, poisonous or constrictive animal, or other animal not natural to the Rancheria, including but not limited to, snake of any kind, and lizard, egg, offspring, or any dead body of any of them.
- Q. "Gaming Facility" refers to any building in which Class III gaming activities or gaming operations occur, or in which the business records, receipts, or other funds of the gaming operation are maintained but excluding off-site facilities primarily dedicated to storage of those records, and financial institutions, and all rooms, buildings, and areas, including parking lots and walkways, a principal purpose of which is to serve the activities of the gaming operation.
- R. "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.

- S. "Greenway" refers to linear open space established along a natural corridor that is planned, designed and managed for multiple purposes, including ecological, recreational, cultural, aesthetic or other purposes compatible with the concept of sustainable land use.
- T. "Lessee" shall mean the holder or occupier of a lease on assigned land as outlined in Section 11.
- U. "Lessor" shall mean the Assignee.
- V. "Livestock" shall mean any of a variety of animals that may be kept or raised for agricultural or sustenance purposes for either commercial or private use including but not limited to horses, cows, sheep, pigs, and chickens.
- W. "Member" shall mean an enrolled member of the Shingle Springs Band of Miwok Indians, as certified by the Tribe's Enrollment Department.
- X. "Multi-Family Housing" refers to multiple-family residential dwellings (e.g. multi-plex units, apartment-style condominiums, and apartments) with ample open space and on-site facilities and amenities to serve more than one family.
- Y. "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.
- Z. "Nuisance" shall mean an act, animal, object or practice that interferes with another's rights or interests by being offensive, annoying, dangerous, obstructive, or unhealthful.
- AA. "Occupy" shall mean an enrolled member of the Tribe who actually resides on the property assigned.
- BB. "Ordinance" shall mean this Land Assignment Ordinance.
- CC. "Public Area" shall mean any location on the Rancheria open to the general public, Tribal employees, or Tribal membership, including but not limited to, Tribal government offices or buildings, common spaces, and the Red Hawk Casino.
- DD. "Rancheria or Shingle Springs Rancheria" refers to all land, air, and water located within the borders of land owned in fee or trust by the Shingle Springs Band of Miwok Indians.
- EE. "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).

- FF. “Shingle Springs Rancheria” shall mean all trust lands owned by or the land base of the Shingle Springs Band of Miwok Indians.
- GG. “Squatters” shall mean one who settles on another’s land without title or authority.
- HH. “Superintendent” shall mean the Superintendent of the Central California Agency of the Bureau of Indian Affairs.
- II. “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.
- JJ. “Tribal Office” refers to the administrative offices located on the parcel designated as Tribal Activity Area.
- KK. “Tribal Police” shall mean the Shingle Springs Band of Miwok Indians Tribal Police.
- LL. “Tribe” refers to the Shingle Springs Band of Miwok Indians.

Section 4. Jurisdiction

- A. The provisions of this Ordinance shall apply to the Shingle Springs Rancheria as it currently exists, and to such future annexations of property as are approved by the Tribal Council.
- B. The Assignment Committee and the Shingle Springs Tribal Court shall have jurisdiction to enforce this Ordinance.

Section 5. Administration

- A. The Shingle Springs Tribal Council or its designee shall administer the provisions of this Ordinance, and shall propose future amendments to this Ordinance, as it deems necessary and prudent.
- B. The duties of the Shingle Springs Tribal Council or its designee with respect to land use matters shall be as follows:
 - 1. To administer and enforce the provisions of this Ordinance;
 - 2. To provide for written terms and conditions of the necessary permits;
 - 3. To issue permits as provided by this Ordinance;
 - 4. To evaluate, approve, or deny the application for any permit as soon as reasonably possible after application for a permit is made. Any denial of a permit shall be supported by a brief written statement of reasons. Any denial of a permit may be appealed pursuant to Section 12 below.

5. To keep such records as may be required.

Section 6. Land Use Zoning

Zoning will provide control by the Tribe of the locations for various activities on Rancheria property. The entire Rancheria, presently consisting of 50 parcels, will be zoned for various land uses by Tribal Council Resolution upon passage of this Code. The Rancheria zones shall be as follows:

- A. Residential - A zone in which the principal use of the land is for residential construction and land development of varying densities designed to meet contemporary building and living standards.
- B. Commercial – A zone in which the principal use of the land is for various types of commercial activities which provide the outlets for commodities, personal services, professional services and other business uses related to the needs of the community.
- C. Governmental – A zone in which the principal use of the land is for various types of governmental activities and land development which provides services considered essential to the functioning and well-being of the community.
- D. Cultural – a zone in which the principal use of the land is for various types of cultural activities and which development is limited in order to protect and preserve the Tribal cultural and natural resources.
- E. Tribal Activity – a zone in which the principal use of the land is for various types of recreational activities and which land development which provides recreational services to the community.

Section 7. Land Use Standards

These standards are designed to protect the health and safety of, and to enhance development resources of, the Rancheria. The standards to be applied on the Shingle Springs Rancheria are as follows:

- A. Residential Use: Dwellings of conventional construction, modular or mobile homes shall only be used in the correct zone and comply with the requirements below. Multiple-dwelling construction will be approved in accordance with the permit procedures set forth in Sections 7-9 and will be approved subject to a 25-year lease to be granted by the Tribal Council. Zone designations are listed in the Land Use Map attached as Exhibit A.
 1. Set Back Requirements. Any single-family, multiple-family or mobile home constructed or placed after the date of this Ordinance upon the Shingle Springs Rancheria shall adhere to the following set back requirements applicable to such unit:

Minimum front yard - thirty (30) feet

Minimum side yard - ten (10) feet

Minimum rear yard - thirty (30) feet

Maximum height - forty-five (45) feet

Lot line clearance - six (6) feet

- B. Commercial Use: No person shall conduct any business or professional endeavor from his or her home within the boundaries of the Shingle Springs Rancheria, unless permitted in accordance with the Business Code.
- C. Governmental: Governmentally zoned parcels are those whose primary use is by the Tribal Government. Governmentally zoned parcels will not be developed unless and until a comprehensive development plan for the property is adopted by the Band.
- D. Cultural: Cultural properties may be planned, designed, and managed for multiple purposes, including ecological, recreational, cultural, aesthetic, or other purposes compatible with the concept of sustainable land use.
- E. Tribal Activity: Land owned by the tribe that operates for a public use. (ie: freeway off-ramps)

Section 8. Land Assignment & Use

- A. Individual assignments are conditional upon compliance with all relevant sections of this Ordinance.
- B. Non-Conforming and Inconsistent Uses. Uses of lands on the Rancheria that are in existence at the time of the enactment of this Ordinance, and are non-conforming or inconsistent with its terms, shall be permitted.

Section 9. Land Development Procedures

- A. Residential Construction. The Tribal Council will review the plans for residential construction on a case-by case basis. After the review process, the Tribal Council will determine whether or not to issue a permit.
- B. Commercial. The Tribal Council has designated Commercial Zones to promote the development of retail and service-oriented establishments such as gaming, shopping centers, restaurants, professional offices, entertainment enterprises, and related services.
 - 1. Every business of any nature will be separately permitted by the Tribal Council. The Tribal Council delegates this authority and responsibility to the SSBMI

Development Corporation for any projects undertaken by the Corporation. All commercial development will be separately approved by the Tribal Council based on detailed review of plans and specific use restrictions applicable to the site of the application.

Section 10. Business and Commercial Permits

- A. Business and Commercial permits may be granted upon application to the Tribal Council in accordance with the procedure set forth in the Business Code.

Section 11. Animals on Land Assignment

- A. The followings standards shall apply to Animals on the Rancheria. In the event a situation arises that these standards do not address, the Tribe will use the standards in the El Dorado County Animal Ordinance.
- B. Domestic animals may be kept on an assignment, if kept in accordance with the following conditions:
 - 1. Dogs must be kept in one of the following manners:
 - a. in a yard that is sufficiently fenced off from the rest of the Rancheria;
 - b. in a kennel;
 - c. on a leash.
 - 2. Cats that are kept outside must be either spayed or neutered.
- C. Exotic animals may be kept on an assignment, if kept in accordance with the following conditions:
 - 1. Exotic animals may be possessed on the Rancheria by permit only;
 - 2. Exotic Animals may not be brought into a public area;
 - 3. Exotic Animals must be kept in appropriate containers or cages.
 - 4. The Tribal Council, or its designee, including Tribal Police, may at any time request to see the Permit for possession or the exotic animal and/or inspect the container or cage of the animal to ensure the safety of all Rancheria residents and visitors.
- D. Livestock may be kept on an assignment, not in excess of the following limitations:
 - 1. One large animal, such as a horse, cow, or pig per one acre.

2. One small animal, such as a goat or sheep per one half acre.
3. Ten fowl or rabbits per one half acre.

E. Setback/Containment requirements for Animals:

1. 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.
2. Primary dwellings for small animals, such as a goat or sheep must be at least 50 feet away from any neighboring house.
3. Primary dwellings for fowl or rabbits must be at least 35 feet away from any neighboring house.
4. Fencing for keeping of livestock shall not be closer than 75 feet from the front of the assignment line.
5. Fencing for any animal 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.
6. Animals must not be loose or at large.

F. Permits

1. Individuals interested in obtaining a permit for possession of an exotic animal (or any other animal related permits) must submit a completed application to the Tribal Administrator prior to bringing the exotic animal on the Rancheria.
2. The Tribal Council shall review all applications for permits and issue permits according to majority vote of the Tribal Council. Decisions of the Tribal Council are final.
3. The Tribal Council shall inform applicants of its decision by mail within five business days of its decision and will issue a permit if approved at that time.

G. Nuisance

1. Manure or other refuse caused by animals shall not be allowed to accumulate and must be cleaned up on a regular basis
2. All animals and animal dwellings shall be maintained in a way that does not cause a nuisance to other assignment holders or the Tribe.

H. Penalty

1. Any violation of this Animal section is punishable by citation and fine of \$200. Fines shall double upon each recurring violation, not to exceed \$5,000.
2. Assignment holders shall be liable for damaged caused by their animal. Any person whose animal escapes from its normal confined area and becomes at large is responsible for any and all damage to person and property caused by such animal while it is away from its normal confined area.
3. Any animal that is found by the Tribal Court to have bitten an individual so severely that it caused serious puncture wounds or lacerations, shall be euthanized within 48 hours of the bite.
4. At their reasonable discretion, Tribal Police has the authority to dispose of any animal by means of removal, containment, or lethal force if the animal is posing an imminent threat of harm to persons or property in a public area.

Section 12. Land Assignment Committee

- A. The Tribal Council may 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.
- B. 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.
 1. 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.
- C. The Committee shall annually appoint officers for the Committee, including a Chairperson, Vice Chairperson, and Secretary.
 1. 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.

2. 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.
 3. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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.

- H. 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.
- I. 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.
- J. Meetings. The Assignment Committee shall meet at least once a quarter.
- K. Each Committee member shall have one vote on all matters. Alternates shall not vote unless as directed under Section 4(C)(i).
- L. 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.
- M. The Committee and the Tribal Council shall meet at least quarterly to discuss and act on matters requiring attention.

Section 13. Eligibility for Land 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 14. Application for Land Assignment

- A. An Application for assignment shall be filed directly with the Tribal Chairman’s Office, on an APPLICATION FOR STANDARD ASSIGNMENT form supplied by the Tribe. The Tribal Chairman’s Office shall employ a Notary Public. In the presence of the Notary Public, the Applicant’s 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 Office 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

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

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 a copy 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 15. Granting of Assignment

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

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

a. Applicants who are incarcerated at the time of the Grant meeting shall not be eligible to select a parcel until they are released from prison/jail. If an incarcerated applicant is the next person on the waiting list to choose an available assignment parcel, the Assignment Committee will leave the incarcerated applicant in the same place on the waiting list but skip the incarcerated applicant and move onto the next person on the waiting list. Immediately upon release from incarceration, the applicant will then be eligible to pick a parcel if any are available at that time or when they become available in accordance with their place on the Approved Assignment Waiting List.

2. 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.
 3. 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 16. Types of Land Assignments

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

- A. Assignments of unimproved tribal land.
- B. Assignments of improved land.

Section 17. Nature of Land 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.
- H. 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.
1. Once assignment of unimproved land is granted, the Tribe, through the appropriate Department, will work with assignees to install infrastructure including water, sewage and utility lines at a reasonable cost to the assignee on their parcel.
 2. The Assignee will be responsible for ensuring that the property is insured.

3. All assignees are eligible for a one-time utility assistance from the Tribe during his or her lifetime. The one-time utility assistance shall include water, sewer, and electrical connections. Assignee's shall be responsible for setting up any accounts, if needed, in his or her name and the Tribe will assist in the cost of the initial connection hookup. If an assignee received the one-time utility assistance under a lease described in Section 12 or during a previous assignment of land, the assistance received under the lease or former grant of assignment will be considered his or her one-time utility assistance. All assignees and leasees, on the condition that they are not at fault, are eligible for grinder pump replacement assistance from the Tribe during the term of their lease or land assignment.
- I. If the Assignee receives an improved land, he/she shall be responsible to pay for the appraised cost of the dwelling. Payments shall be made in accordance with a payment plan set by the Tribal Council, and shall not be less than \$750 per month.
 - J. 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.
 - K. Assignments consist of the entirety of land assigned. The Tribe will not accept assignees splitting an assignment in exchange for money.
 - L. Squatting on an Assignment is prohibited. Any individual found to be Squatting will be removed from the Assignment by Tribal Police. Assignees are prohibited from allowing Squatting on their Assignment. Any violation of this subsection is punishable by a fine of up to one thousand (\$1,000) dollars.

Section 18. Improvements on Land Assignments

- 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.

1. 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.
2. 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.
3. 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 19. Lease of Land 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.
1. The Lessee may not currently be in possession of an Assignment of trust land.
 2. 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.

3. 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.
 4. 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 applicable Tribal Department to ensure compliance.
 1. All Lessees are eligible for a one-time utility assistance from the Tribe during his or her lifetime. The one-time utility assistance shall include water, sewer, and electrical connections. Lessees shall be responsible for setting up any accounts, if needed, in his or her name and the Tribe will assist in the cost of the initial connection hookup. If a Lessee received the one-time utility assistance under a lease herein or as a previous assignment holder, he or she has exhausted his or her one-time utility assistance from the Tribe and will not be eligible if he or she obtains another lease or receives an assignment in the future.
 - 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 20. Exchange, Cancellation, Designation, and Relinquishment of Land 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.

1. 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.
2. 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.

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

Section 21. Enforcement

A. Enforcement of a Land Use violation shall follow the procedure below:

1. Enforcement of this Ordinance shall be by the Tribal Council or Tribal Court.

2. Violations of this Ordinance shall be subject to the jurisdiction of the Shingle Springs Rancheria. The Tribal Council or Tribal Court shall act on all reported violations of this Ordinance. Wherever possible, the Tribal Council or Tribal Court shall grant the alleged violator an opportunity to correct the reported violation within a specified time.
3. If the alleged violator fails to take corrective action upon being given the opportunity, the Tribal Council shall notify the alleged violator by certified mail, return receipt requested, that his/her assignment may be canceled or he/she may be evicted from the Rancheria.
4. The alleged violator has thirty (30) days to appear before the Tribal Council to present his/her case.
5. The Tribal Council shall conduct a hearing at the scheduled time and place and then and there may make its final decision whether or not the alleged violator appears, provided that good cause has not been shown at the time for the nonappearance.
6. When the Tribal Council upon hearing and after due deliberation has reached its final decision, such decision shall be confirmed in a letter issued by the Tribal Council and directed to the alleged violator by certified mail, return receipt requested. This letter shall cover all of the following items:
 - a. The nature of the decision;
 - b. Whether the alleged violator has been found innocent or guilty;
 - c. In the event of a finding of guilty, the exact remedy that is to be carried out by the Tribal Council;
 - d. 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 a person is ordered to leave tribal lands, he/she shall have at least thirty (30) days to do so.

B. Enforcement of Land Assignment violation shall follow the procedure below:

1. Enforcement of this Ordinance shall be by the Assignment Committee, the Shingle Springs Tribal Council, the Shingle Springs Tribal Police, and the Shingle Springs Tribal Court as described below.
2. 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.

3. 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.
4. 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.
5. 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.
6. 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.
7. The letter shall cover all of these items:
 - a. The nature of the decision in reasonable details; and
 - b. Whether the Assignee has been found innocent or guilty; and
 - c. In the event of finding of guilty, the exact remedy that is to be carried out by the Tribal Council; and
 - d. 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.

8. 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 22. Appeals

A. Appeals of Land Use Violation (Non-Assignment).

1. Any person aggrieved by an action of the Tribal Council may make an appeal by filing a notice of appeal with the Tribal Office, attn: Tribal Chairman within thirty days of the action by the Tribal Council.
2. The Tribal Council shall consider the appeal and the record upon which the action appealed from was taken.
3. Within sixty (60) days of the filing of the notice of appeal, the Tribal Council shall render its decision on the matter in writing.
4. The decision of the Tribal Council upon an appeal is final and conclusive as to all things involved in the matter.

B. Appeal of Assignment 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.

C. Appeal of Assignment 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.

1. 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 23. 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 Assignment records are confidential. Only members of the Tribal Council and Assignment Committee will have access to Assignment records unless specified below. All information will be kept confidential and only will be released as described below.

1. 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.
2. 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.
3. 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.

4. 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.
5. 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.
6. 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.
7. The files shall be stored in a place physically secure from access by unauthorized persons.
8. 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.
9. 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 24. 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.

The Tribal Recording clerk shall maintain the copy in the records of the recording system and shall return the original of the mortgage loan or other document to the person or entity that presented the same for recording.

3. The Tribal Recording Clerk shall also maintain a log of each mortgage loan or other document recorded in which there shall be entered:
 - a. The name(s) of the Borrower/Mortgagor of each mortgage loan, identified as such;
 - b. The name(s) of the Lender/Mortgagee of each mortgage loan, identified as such;
 - c. The name(s) of the grantor(s), grantee(s) or other designation of each party named in any other documents filed or recorded;
 - d. The date and time of the receipt;
 - e. The filing number assigned by the Tribal Recording Clerk; and
 - f. The name of the Tribal Recording Clerk or designee receiving the mortgage or document.
4. The certified copies of the mortgage loan and other documents and the log maintained by the Tribal Recording Clerk shall be made available for public inspection and copying. Rules for copying shall be established and disseminated by the Tribal Recording Clerk.
5. All mortgages will be recorded with the BIA in addition to any Tribal recording provisions.

C. Foreclosure Procedures

1. A Borrower/Mortgagor shall be considered to be in default when he or she is thirty (30) days past due on his or her mortgage payment(s) or is in violation of any covenant under the mortgage for more than 30 days to the Lender/Mortgagee (i.e. the 31st day from the payment due date).
2. When a Borrower/Mortgagor is thirty days past due on his or her mortgage and before any foreclosure action or activity is initiated, the Lender/Mortgagee shall complete the following:
 - a. Make a reasonable effort to arrange a face-to-face interview with the Borrower/Mortgagor. This shall include at least one trip to meet with the Borrower/Mortgagor at the mortgaged property.

- b. Lender/Mortgagee shall document that it has made at least one phone call to the Borrower/Mortgagor (or the nearest phone as designed by the Borrower/Mortgagor, able to receive and relay messages to the Borrower/Mortgagor) for the purpose of trying to arrange a face-to-face interview.
3. Lender/Mortgagee may appoint an agent to perform the services of arranging and conducting the face-to-face interview specified in this action.
4. When the Borrower/Mortgagor is past due on three installment payments and at least ten (10) days before initiating a foreclosure action in Tribal Court, the Lender shall advise the Borrower/Mortgagor in writing by mail or by posting prominently on the unit, with a copy provided to the Tribe, as follows:
 - a. Advise the Borrower/Mortgagor that information regarding the loan and default/delinquency will be given to credit bureaus.
 - b. Advise the Borrower/Mortgagor of homeownership counseling opportunities/programs available through the Lender or otherwise.
 - c. Advise the Borrower/Mortgagor of other available assistance regarding the mortgage/default.
 - d. In addition to the preceding notification requirements, the Lender/Mortgagee shall complete the following additional notice requirements (1) notify the Borrower/Mortgagor that if the Leasehold Mortgage remains past due on three installment payments, the Lender/Mortgagee may ask the applicable governmental agency to accept assignment of the Leasehold Mortgage if this is an option of the governmental program; (2) notify the Borrower/Mortgagor of the qualifications for forbearance relief from the Lender/Mortgagee, if any, and that forbearance relief may be available from the government; and (3) provide the Borrower/Mortgagor with names and addresses of government officials to whom further communications may be addressed, if any.
5. If a Borrower/Mortgagor is past due on three or more installment payments and the Lender/Mortgagee has complied with the procedures set forth in the first part of this Section, the Lender/Mortgagee may commence a foreclosure proceeding in the Tribal Court by filing a verified complaint as set forth in Section D of this Code.

D. Foreclosure Complaint and Summons

1. The verified complaint in a mortgage foreclosure proceeding shall contain the following:
 - a. The name of the Borrower/Mortgagor and each person or entity claiming through the Borrower/Mortgagor subsequent to the recording of the mortgage loan, including each Subordinate Lienholder (except the Tribe with respect to a claim for a tribal leasehold), as a defendant;
 - b. A description of the property subject to the mortgage loan;
 - c. A concise statement of the facts concerning the execution of the mortgage loan and in the case of a Leasehold Mortgage the lease; the facts concerning the recording of the mortgage loan or the Leasehold Mortgage; the facts concerning the alleged default(s) of the Borrowers/Mortgagor; and such other facts as may be necessary to constitute a cause of action;
 - d. True and correct copies of each promissory note, mortgage, deed of trust or other recorded real property security instrument (each a “security instrument”) and any other documents relating to the property and if a Leasehold Mortgage, a copy of the lease and any assignment of any of these documents; and
 - e. Any applicable allegations concerning relevant requirements and conditions prescribed in (1) federal statutes and regulations (2) tribal codes, ordinances and regulations; and/or (3) provisions of the promissory note, security instrument and if a Leasehold Mortgage, the lease.
2. The complaint shall be verified by the Tribal Court Clerk along with a summons specifying a date and time of appearance for the Defendant(s).

E. Service of Process and Procedures

Any foreclosure complaint must be in writing, and must be delivered to the Borrower/Mortgagor in the following manner:

1. Delivery must be made by an adult person and is effective when it is:
 - a. Personally delivered to a Borrower/Mortgagor with a copy sent by mail, or
 - b. Personally delivered to an adult living in the property with a copy sent by mail, or

- c. Personally delivered to an adult agent or employee of the Borrower/Mortgagor with a copy sent by mail.
2. If the notice cannot be given by means of personal delivery, or the Borrower/Mortgagor cannot be found, the notice may be delivered by means of:
 - a. Certified mail, return receipt requested, at the last known address of the Borrower/Mortgagor, or
 - b. Securely taping a copy of the notice to the main entry door of the property in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store, or other commonly-frequented place and by sending a copy first class mail, postage prepaid, addressed to the Borrower/Mortgagor at the premises.
3. The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

F. Cure of Default

Prior to the entry of a judgment of foreclosure, any Borrower/Mortgagor or a Subordinate Lienholder may cure the default(s) under the Mortgage by making a full payment of the delinquency to the Lender/Mortgagee and all reasonable legal and Court costs incurred in foreclosing on the property. Any subordinate Lienholder who has cured a default shall thereafter have included in its lien the amount of all payments made by such Subordinate Lienholder to cure the default(s), plus interest on such amounts at the rate stated in the note for the mortgage. There shall be no right of redemption in any Leasehold Mortgage Foreclosure proceeding.

G. Judgment and Remedy

This matter shall be heard and decided by the Tribal Court in a prompt and reasonable time period not to exceed sixty (60) days from the date of service of the Complaint on the Borrower/Mortgagor. If the alleged default has not been cured at the time of trial and the Tribal Court finds for the Lender/Mortgagee, the Tribal Court shall enter judgment:

1. Foreclosing the interest of the Borrower/Mortgagor and each other defendant, including Subordinate Lienholder, in the mortgaged property and
2. Granting title to the property to the Lender/Mortgagee or the Lender's Designated Assignee; in the case of a Leasehold Mortgage, the Lease and the Leasehold Estate will be assigned to the Lender/Mortgagee or the Lender's Designated Assignee, subject to the following provisions

- a. The lender shall give the Tribe the right of first refusal on any acceptable offer to purchase the Lease and the Lessee's leasehold interest in the property described in the lease which is subsequently obtained by the Lender or Lender's Designated Assignee.
- b. The Lender or Lender's Designated Assignee may only transfer, sell or assign the Lease and Lessee's leasehold interest in the property described in the Lease to a Tribal member, the Tribe, or the Tribal Housing Authority;
- c. The Mortgagee has the right to convey the leasehold interest to the Secretary of HUD without providing the right of first refusal to the Tribe for Section 248.

H. Foreclosure Evictions

Foreclosure evictions shall be handled according to the general eviction process set forth below:

1. Jurisdiction. The provisions of this Section H. shall apply to all persons and property subject to the governing authority of the Tribe as established by the Tribal Constitution, Tribal Code, or applicable federal law.
2. Unlawful Detainer. A Lessee, Sublessee, or other occupant of a Leasehold Estate subject to a Leasehold Mortgage shall be guilty of unlawful detainer if such person shall continue in occupancy of such Leasehold Estate without the requirement of any notice by the Lessor, after such person's Leasehold Estate has been foreclosed in a Leasehold Mortgage foreclosure proceeding in the Tribal Court;
3. Complaint and Summons. The lender or Federal Agency (which made, guaranteed or insured the mortgage loan) as appropriate, shall commence an action for unlawful detainer by filing with the Tribal Court, in writing, the following documents:
 - a. A complaint, signed by the lender or Federal Agency, or an agent or attorney on their behalf:
 - 1) Citing facts alleging jurisdiction of the Tribal Court;
 - 2) Naming as defendants the mortgagors and any other record owner (including Sublessees and subordinate lienholders), of which the complainant has record notice (except the Tribe with respect to a claim for a Tribal tax on the Leasehold Estate subject to the Leasehold Mortgage);

- 3) Describing the Leasehold Estate subject to the Leasehold Mortgage;
 - 4) Stating the facts concerning (1) the execution of the lease and the Leasehold Mortgage; (2) the recording of the Leasehold Mortgage; and (3) the facts upon which he or she seeks to recover;
 - 5) Stating any claim for damages or compensation due from the persons to be evicted; and
 - 6) Otherwise satisfying the requirements of the Tribal Court.
- b. A copy of the summons, issued in accordance with established Tribal Court rules and procedures, requiring the defendants to file a response to the complaint by the date specified in the summons. The deadline specified in the summons for filing a response shall be no less than 6 nor more than 30 days from the date of service of the summons and complaint. The summons shall notify the defendants that judgment will be taken against them in accordance with the terms of the complaint unless they file a response with the court by the date specified in the summons.
4. Service of Summons and Complaint. A copy of the summons and complaint shall be served upon the defendants in the manner provided by the Tribal Court rules for service of process in civil matters. In the absence of such Tribal Court rules, the summons and complaint shall be served by one of the following two methods.
 5. Procedures for Service of Notice. Notices required or authorized in the immediately preceding section shall be given in writing either by:
 - a. delivering a copy personally to the Borrower/ Mortgagor or to any other occupant under color of law, or to any adult residing on the Leasehold Estate and, if applicable, to any Sublessee; or
 - b. posting said notice in a conspicuous place near the entrance to said Leasehold Estate, and sending an additional copy to the Lessee or to any other occupant under color of law, and, if applicable, to the Sublessee, by certified mail, return receipt requested, properly addressed, postage paid.

Proof of service may be made by affidavit of any adult person stating the he has complied with the requirements of one of the above methods of service.

6. Power of the Tribal Court. The Tribal Court shall enter an Order of Repossession if:

- a. Notice of suit is given by service of summons and complaint in accordance with the procedures provided herein; and
- b. The Tribal Court shall find during pre-trial proceedings or at trial that the Lessee, Sublessee, or other occupant under color of law of the Leasehold Estate subject to the Leasehold Mortgage is guilty of an act of unlawful detainer.

Upon issuance of an Order of Repossession, the Tribal Court shall have the authority to enter a judgment against the defendants for the following, as appropriate: (1) back rent, unpaid utilities, and any charges due the Tribe, any applicable Housing Authority, or Sublessor under any sublease or other written agreement (except for a Leasehold Mortgage); (2) any and all amounts secured by the Leasehold Mortgage that are due the lender (or Federal Agency); and (3) damages to the property caused by the defendants, other than ordinary wear and tear. The Tribal Court shall have the authority to award to the prevailing party its costs and reasonable attorney's fees in bringing suit.

7. Enforcement. Upon issuance of an Order of Repossession by the Tribal Court, Tribal law enforcement officers shall help plaintiffs enforce same by evicting the defendants and their property from the unlawfully occupied Leasehold Estate. In all cases involving the lender or Federal Agency, the Order of Repossession shall be enforced no later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to Paragraph H8 below, and provided, that no party exercised the right to cure a default or right of first refusal as described in Paragraphs F and G above.
8. Continuances in Cases Involving the Lender or Federal Agency (which originally made, insured or guaranteed) the mortgage loan. Except by agreement of all parties, there shall be no continuances in cases involving the lender or Federal Agency that will interfere with the requirement that the Order of Repossession be enforced not later than 45 days after a pre-trial proceeding or trial in which the Tribal Court finds against defendants, subject to the sound discretion of the Court.

I. No Merger of Estates

There shall be no merger of estates by reason of the execution of a Lease or a Leasehold Mortgage or the assignment or assumption of the same, including an assignment adjudged by the Tribal Court, or by operation of law, except as such merger may arise upon satisfaction of the Leasehold Mortgage.

J. Certified Mailing to Tribe

In any foreclosure proceedings on a Leasehold Mortgage where the Tribe is not named as a defendant, a copy of the summons and complaint shall be mailed to the Tribe by certified mail, return receipt requested, within five (5) days after the issuance of the summons. If the lessor is not the Tribe, this notice will also be mailed to the lessor at the same time the notice is mailed to the Tribe. If the location of the lessor cannot be ascertained after reasonable inquiry, a copy of the summons and complaint shall be mailed to the lessor in care of the Superintendent of the applicable agency of the Bureau of Indian Affairs.

K. Intervention

The Tribe or any Lessor may petition the Tribal Court to intervene in any Lease or Leasehold Mortgage foreclosure proceeding under this Code. Neither the filing of a petition for intervention by the Tribe, nor the granting of such petition by the Tribal Court shall operate as a waiver of the sovereign immunity of the Tribe, except as may be expressly authorized by the Tribe.

L. Appeals

Appeals under this Code shall be handled in accordance with the general tribal appellate provisions.

TITLE 11. TRIBAL COUNCIL, BOARD AND COMMITTEE CODE OF ETHICS

Section 1. Preamble

As leaders of the Shingle Springs Band of Miwok Indians (“Tribe”), the Tribal Council, Boards and Committees will exhibit the highest level of integrity and fairness while representing the needs of the entire Tribe. We will provide objective leadership while being held accountable to make fair and informed decisions. We will strengthen government-government relations by enacting legislation further protecting Tribal Sovereignty.

Section 2. Purpose

The Tribal government is founded on the consent of the governed. Tribal members are entitled to have complete confidence in the loyalty and integrity of their Tribal Council, Boards and Committees. To that end, the purpose of this Code of Ethics (“Code”) is to establish clear standards for the ethical conduct and behavior of the Tribal Council, Boards and Committees. This Code seeks to require accountability to the Tribal members by the Tribal Council, Boards and Committees in exercising the authority vested in them. It is the intention of the Tribal Council that the provisions of this Code be construed and applied in each instance, so as to accomplish its purpose of protecting our Tribal members from government decisions and actions resulting from, or affected by, undue influence or conflict of interest.

Section 3. Conduct

- A. Tribal Council, Board and Committee members shall at all times conduct themselves in an honest and upright manner, with regard for the great responsibility they bear as Tribal Council, Board and Committee members. Tribal Council, Board and Committee members shall remain objective in the performance of his or her duties and shall act with the best interest of all Tribal members in mind. Tribal Council, Board and Committee members shall not accept privileges or benefits, other than those granted by the Tribe through official action, which may affect a Tribal Council, Board or Committee member’s ability to remain objective in the performance of his or her duties.
- B. Nepotism. Tribal Council, Board or Committee members shall not vote on any motion or resolution in which directly involves an immediate family member as defined in Title 1.

Section 4. Conflict of Interest

The provisions in this Section of the Code are intended to clearly define conflict of interest.

- A. Tribal Council, Board and Committee members shall not receive monetary or material benefit as a result of their position, other than those monetary or material benefits provided for in [Tribal Council Resolution 2010-17](#). This does not apply to those

instances specifically excluded from law, such as contracts with voluntary non-profit corporations or associations.

- B. Tribal Council, Board and Committee members shall publicly disclose any of the following interests relating to an individual or business with which they are in business, or with which they propose to do business. For the purposes of this Code, an interest shall be considered any of the following:
1. “Employment” with said business as defined in Title 1.
 2. A “business relationship”, as defined in Title 1, with said business;
 3. An “economic interest”, as defined in Title 1, other than the holding of common stock in said business.
- C. Public disclosure shall be made to the Tribal Council at a regularly scheduled Tribal Council meeting within ten (10) days of the time the Tribal Council, Board or Committee member is sworn in, or acquires or learns of an interest as defined above. This public disclosure shall include the name of the business an individual is doing business with, or proposes to do business with and the nature of the interest as defined in Sections 4B.1-B.3 of this Code.
- D. Tribal Council, Board and Committee members shall further refrain from engaging in any of the following activities:
1. Making personal investments in any business that will create a conflict with their duties as Tribal Council, Board or Committee members.
 2. Using their position to obtain employment or business in or for the Shingle Springs Band of Miwok Indians government or its businesses for themselves or members of their immediate family.
 3. Entering into arrangements with clients for compensation in matters that are before the Tribal Council, Board and Committee.
 4. Engaging in negotiations with businesses or other governments doing business with the Tribe without the knowledge and authorization of the Tribal Council.

Section 5. Abuse of Power

- A. No Tribal Council, Board or Committee member shall knowingly or intentionally seek to in any manner benefit from the profits of any contract, job, work, or service for the Tribe, or accept any service of thing of value, directly or indirectly, upon more favorable terms than those granted to the public generally from any person, firm, or corporation having dealings with the Tribe.

- B. No Tribal Council, Board or Committee member shall knowingly or intentionally seek to use his or her official influence to assist any person for a fee or other compensation other than the compensation that is provided by law. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office for private gain.
- C. No Tribal Council, Board or Committee member shall knowingly and independently use his or her position on the Tribal Council, Board or Committee to access information, documents, or other materials which are not available to all Tribal citizens generally, unless such access is available to all Tribal members generally, unless such access is available in common to all Tribal Council, Board or Committee members, or unless such access is necessitated by said Tribal Council, Board or Committee member's position on Tribal Council, Board or Commission.
- D. No Tribal Council, Board or Committee member shall knowingly and independently use his or her position in politicking for any position while a member of their prospective Council, Board or Committee.
- E. Tribal Council members who are also employees of the Tribe, in a position outside of a Tribal Council position, act only as Tribal Council members when they are participating in a Tribal Council meeting.

Section 6. Confidential Information

No Tribal Council, Board or Committee member shall disclose confidential information which he or she has acquired by reason of their position on Tribal Council, Board or Committee.

Section 7. Gifts

- A. No Tribal Council, Board or Committee member shall accept a "gift" as defined in Title 1:
 - 1. From a person seeking to obtain a contract, grant, loan, employment, or any financial relationship from or within the Tribe;
 - 2. From a person or business having a financial relationship with the Tribe;
 - 3. From a person or business whose operations or activities are regulated or inspected by the Tribe;
 - 4. From a principal and or attorney in proceedings in which the Tribe is an adverse party;
 - 5. From any person or business where the performance or nonperformance of any official duty may be affected or influenced.

B. Exceptions to Section 7A:

1. Acceptance of an award for meritorious achievement from a charitable, religious, professional, recreational, social, fraternal, public service, or civic organization;
2. Acceptance of a plaque or memento of nominal value offered as a token of esteem or appreciation on the occasion of a speech or public appearance;
3. Small tokens or favors given to everyone attending a function or celebrating an occasion;
4. Traditional gifts; such as feathers, pouches, necklaces, etc.

Section 8. Use of Public Property

No Tribal Council, Board or Committee member shall use, request, or permit the use of the Tribe's motor vehicles, equipment, materials, or property, except for the conduct of official business.

Section 9. Ethics Violation Complaint

A. Complaint. Any Tribal member over the age of eighteen (18) or any Board or Committee member who claims that a Tribal Council, Board or Committee member has violated this Code may initiate a complaint. The complaint shall:

1. be in writing;
2. be signed by the member making the complaint;
3. explain the alleged violation; and
4. state specifically which part of this Code has been violated.

B. Procedure. The initial complaint and all proceedings after it are to remain confidential until a final determination is made. Before the complaint is given to the Ethics Committee:

1. The member entering the ethics violation complaint should give the written complaint to the Chairperson of the Council, Board or Committee to which the alleged violating leader belongs. The complaint must be given to the Chairperson within one (1) year of the alleged violation. In the event the complaint is against a Chairperson of a particular Council, Board or Committee, the Tribal member should give their written complaint to the Chairperson of a different Council, Board or Committee.

2. The Chairperson should send a copy of the ethics complaint to the alleged violating leader within five (5) business days after the complaint was received by the Chairperson. The alleged violating leader must write a response to the ethics charges and give it to the Chairperson of their Council, Board or Committee within twenty (20) business days.
3. After receiving both the complaint and the response, the Chairperson should bring the written complaint and response to a meeting of their Council, Board or Committee within ten (10) business days. The member facing the allegation(s) at issue shall not be present at this initial meeting. The Council, Board or Committee should discuss the written complaint and the written response and come to an agreement on a recommendation to send to the Ethics Committee.
4. The Chairperson or a designee should write a brief written report about the recommendation and send it, along with the original complaint and response, to the Chairperson of the Tribe who acts as the Chairperson of the Ethics Committee within five (5) business days after the meeting. If the complaint was against the Chairperson of the Ethics Committee, the written response should be given to another member of the Ethics Committee. The written report should recommend that the Ethics Committee:
 - a. Dismiss the complaint because it is frivolous, insufficient, or filed with malicious intent; or
 - b. Take disciplinary action, the reasons and details of which should be included in the report; or
 - c. Gather additional information about the complaint and the advisability of disciplinary action. The methods of gathering additional information and any further consideration of the complaint shall be the Ethics Committee's responsibility and at its discretion. The Ethics Committee may issue a subpoena for witnesses and/or documents as required.

Section 10. Ethics Committee; Ethics Hearings; Penalties and Consequences

- A. Ethics Committee Formation. An Ethics Committee ("Ethics Committee") shall be empanelled whenever a Tribal Council, Board or Committee has met to discuss an ethics violation complaint and has given a written report to the Chairperson of the Ethics Committee. The Chairperson of the Tribe acts as the Chairperson of the Ethics Committee.
- B. Duration. The Ethics Committee shall be an ad-hoc committee and an unpaid position.

- C. Composition. The Ethics Committee shall be composed of eight (8) members, the Chairpersons from the Tribal Council, Gaming Authority Board, Gaming Commission Board, Health Board, Business Development Committee, Election Committee, Enrollment Committee, and Elders Committee.
- D. Eligibility. The Tribal Council, Board or Committee member facing the allegation(s) at issue shall not be eligible to serve on the Ethics Committee. If the allegations are against the Chairperson of the Ethics Committee, the remaining Ethics Committee members may discuss and decide who will act as the Chairperson for that particular proceeding.
- E. Ethics Committee Meetings and Hearings. Upon receiving a written recommendation from the Council, Board or Committee, the Chairperson of the Ethics Committee shall set a date for an Ethics Committee Meeting or Hearing no later than thirty (30) days after receiving the recommendation. If the recommendation was for dismissal, the Chairperson of the Ethics Committee shall set a date for an Ethics Committee Meeting. At the meeting, if the Ethics Committee concurs with the recommendation that the complaint should be dismissed by a two-thirds (2/3) majority vote of sitting Ethics Committee members, then the complaint is officially dismissed. If the Ethics Committee does not reach an agreement for dismissal, an Ethics Committee Hearing may be scheduled.
1. The Chairperson of the Ethics Committee shall set a date for an Ethics Committee hearing when the Chairperson receives a recommendation that a complaint requires additional disciplinary action or additional gathering of information, or when the Ethics Committee disagreed with a recommendation for dismissal. The Ethics Committee should ensure that both the complainant and the respondent know the date of the hearing and may be present. The Ethics Committee will not be bound by formal rules when conducting hearings, but hearings shall include:
 - a. an opportunity for the member who initiated the complaint to speak
 - b. an opportunity for the Tribal Council, Board or Committee member who is the subject of the complaint to speak in response to the complaint;
 - c. an opportunity for witnesses for both the complainant and the respondent to speak.
- F. The Ethics Committee Chairperson may administer oaths to persons who testify at an Ethics Committee Hearing.
- G. After the Ethics Committee has heard the complainant, respondent, and witnesses speak, the Committee shall discuss and decide whether to dismiss the complaint or issue a disciplinary action. All decisions must be made by a two-thirds (2/3) majority vote of

sitting Ethics Committee members eligible to vote. If after the initial hearing, the Ethics Committee cannot reach a decision without more information, the Ethics Committee may schedule a continuation of the hearing at a later date to allow time for more witnesses and/or documents to be subpoenaed.

H. Any Tribal Council, Board or Committee member who is found by the Ethics Committee to have knowingly and intentionally violated any provisions of this Code may be subject to censure, fine, and/or recommended removal.

I. Records. The Chairperson of the Ethics Committee or a designee shall ensure an audio recording of the Ethics Committee Hearing is kept.

J. Determinations. The Ethics Committee's Decisions are final and not appealable.

Section 11. Applicability

A. This Code shall apply prospectively from the date of its adoption.

B. This Code shall not apply retroactively.

TITLE 12. TRIBAL COURT ORDINANCE

ARTICLE 1 - GENERAL PROVISIONS

Construction of Title

Nothing in this Title shall be construed as a waiver or diminution of or limitation upon the inherent sovereign authority of the Tribe or the jurisdiction of the Tribe.

ARTICLE 2 - JURISDICTION AND PROCEDURE

Section 1. Proceedings before the Tribal Court

- A. Standing. Unless otherwise provided or permitted by the laws of the Tribe, all proceedings before the Tribal Court shall be brought by the person actually injured or aggrieved and seeking or in need of relief. Unless otherwise provided or permitted by the laws of the Tribe, if applicable, all proceedings shall be brought against the person who caused the injury or aggravation or is responsible for the injury or aggravation.
- B. Opportunity to be heard. Except where expressly permitted by the laws of the Tribe, the Tribal Court shall not issue any writ, decree, judgment or other order in any proceeding without providing all persons party to the proceeding a proper opportunity to be heard.
- C. Orders. The Tribal Court shall memorialize all writs, decrees, judgments and other orders of any kind in writing and serve copies of all orders issued in a proceeding to all parties to the proceeding.
- D. Format of Pleadings. All pleadings, writs, decrees, judgments, orders, and other documents filed with or issued by the Tribal Court shall contain the title of the Court with which it is filed or from where it is issued. In the case of the Tribal Court, the title shall be “Shingle Springs Band of Miwok Indians Tribal Court,” immediately below the title of the Court shall appear the name or style of the case and such other information as may be required by the rules of the Tribal Court.
- E. Rules of Court. In accordance with the provisions of this Title, the Chief Judge shall establish and promulgate such rules of procedure necessary for the conduct of its proceedings not inconsistent with this Title or other law of the Tribe.

Section 2. Law Applicable in Civil Actions

- A. Tribal Law. In all civil cases, the Tribal Court shall apply the laws of the Tribe, including the common law of the Tribe. The Tribal Court may request the advice and assistance of the Tribal Elders to determine the customs and traditions of the Tribe as part of the common law of the Tribe.

- B. Priority of non-Tribal Law. In the absence of law of the Tribe specific to an issue before it, the Tribal Court may be guided, in order of priority, by the law of another Indian tribe subject to Public Law 280, the law of any Indian Tribe, the laws of the United States, or the laws of the State of California, provided that the use of such law as guidance shall not in any manner be construed or interpreted as an adoption, in whole or in part, of the law of any other jurisdiction or authority or consent to the exercise of regulatory, legislative, or adjudicatory authority of any such jurisdiction.

Section 3. Assistance to the Tribal Court

The Tribal Court may request and obtain advice, recommendations, and opinions on questions of law from the Tribe's General Counsel or his or her designee, except in relation to a proceeding before the Tribal Court in which the Tribe is a party. Any such advice, recommendation, or opinion obtained specifically to aid in the disposition of a pending trial, case, or proceeding thereto shall be written, and copies shall be made available to all parties thereto prior to any decision on the subject by the Tribal Court. The General Counsel reserves the right to deny the request for advice, recommendation, and opinion if it so desires, without cause.

Section 4. Representation

- A. Any person who is a party in any proceeding before the Tribal Court may be represented, at his own arrangement and expense, by:
1. Himself or, in the case of an entity, a duly appointed officer of the entity; or
 2. An advocate or professional attorney who is licensed by the Tribal Court to practice law before the Tribal Court.

Section 5. Wellness Board (“WB”)

- A. Purpose. When an individual is found to engage in behavior that violates Tribal laws, the Judge may appoint the Wellness Board (“WB”) to assist in evaluating the health and wellness of the individual and his or her family. Once appointed, the WB shall help the individual identify and resolve detrimental behaviors or circumstances by designing a wellness plan to achieve overall health and wellness.
- B. WB Membership.
1. Composition of the WB. The WB shall be composed of one representative from each of the following organizations:
 - a. Tribal Services Department;
 - b. Behavioral Health Department;

- c. Training and Development Department
- d. Tribal Council
- e. Additional consultants, the WB may invite, to assist on an individual's wellness plan.

2. Designation of WB Membership. Members of the WB shall be nominated by each of the above-named organizations and confirmed by the Tribal Council. Each organization shall also designate an alternate member who will attend WB meetings when the designated WB member is unable to attend.
3. Designation of WB Chairperson and Vice Chairperson. Once appointed, the members of the WB shall elect a chairperson from its membership to run all WB meetings. WB members shall also elect a Vice Chairperson.
4. WB Clerk. The Tribal Services Assistant Coordinator shall serve as clerk to the WB, but will not participate in the WB's decision-making or Wellness Plan development process. The Tribal Services Assistant Coordinator shall keep the WB files confidential.

C. Referrals. Any person or entity, including the Tribal Court, can refer themselves or another Tribal member to meet with the WB.

D. Process. The process is as follows:

1. Scheduling Meeting. The WB Chairperson, in coordination with the WB Clerk shall schedule a meeting between the individual, the WB Chairperson and the WB. The WB Chairperson and/or WB Clerk shall notify the individual of this meeting through written notice by certified mail to or by personal service on the Tribal member.
2. Individual/Home Assessments and Reports. Prior to the meeting, the WB Chairperson shall schedule assessments of the individual and his/her home, whether on or off of the reservation, by both the Behavioral Health and Tribal Services Department. The Individual will be required to sign a release of information at the time of the assessment. Once each of these departments has completed an assessment of the individual and his/her home, it will write a confidential report of its findings that will be submitted to the WB prior to meeting with the individual and his/her guardian, if applicable.
3. Meeting. The purpose of the meeting shall be to identify and resolve behaviors and/or circumstances that are in violation of the provisions of Tribal laws, or contributing to such violations, through an appropriate plan of action, which shall

be agreed to and signed by all parties involved. This shall be accomplished through the WB's review of the individual's behavioral record, the assessments submitted by the Behavioral Health and Tribal Services Departments, and discussion with the individual and necessary family.

4. Wellness Plan. Once the WB and individual have agreed upon an appropriate Wellness Plan, it shall be documented in writing by the time of the second meeting and signed by the individual and an appropriate Tribal authority, i.e., a member of the WB. Copies of the Wellness Plan shall be given to the WB, the WB Chairperson, the Tribal Court and the individual. Included in the Wellness Plan shall be a schedule for consistent, timely review to evaluate and monitor the effectiveness of said plan.
5. Follow-up Meetings. Follow-up meetings between the individual and the WB shall be conducted in accordance with the schedule set forth in each individual's Wellness Plan. The WB has the authority to determine an individual's compliance with his/her Wellness Plan and to revise the Wellness Plan accordingly.
6. Non-Compliance. If an individual fails to fully comply with his/her Wellness Plan, the WB may terminate services and refer the matter to the Tribe's Legal Department with a report of non-compliance and recommendations for the future disposition of the case and transfer to the Tribal Court.
7. Coordination with Tribal Court. When the Tribal Court adopts a WB wellness plan as part of a court case, it shall be the responsibility of the WB Chairperson to keep the Court advised of the individual's progress.
 - a. Court Participation. The WB Chairperson or his/her designee shall attend all of the individual's Tribal Court hearings. The WB Chairperson shall also attend all meetings or "staffing" regarding court cases involving a wellness plan. The Tribal Court shall serve a copy of all Court Orders in the case on the WB Chairperson.
 - b. Reporting to the Court. The WB Chairperson shall collect all the information related to the case, including information from the members of the WB and any providers, and compile the information into one report. The WB Chairperson must provide the Court with a copy of the following reports;
 - 1) Initial Intake Report – this shall include the individual's biographical information including his/her entire history of substance abuse, criminal convictions, mental or emotional disorders, and general demographic information. The court

should also be provided with a list of any family issues that may be relevant to the individual's wellness. This report shall be filed with the Court two (2) days before the first hearing or at the request of the Court. This report shall be completed on the approved form developed by the Tribal Court.

- 2) Wellness Plan – this shall include a 52-week plan for wellness. Tribal Services shall develop a plan with the participant to enhance and address the following areas: health, life skills, living environment, cultural participation, employment educational needs, court compliance, and community engagement. This report shall be filed with the Court two (2) days before the first hearing or at the request of the Court. This report shall be completed on the approved form developed by the Tribal Court.
- 3) Progress Report – this shall include information on how the individual has/has not complied with the Wellness Plan, as well as any recommendations of the WB. This report shall be filed with the Court, and a copy sent to the Tribe's Legal Department, two (2) days before the first hearing or at the request of the Court. This report shall be completed on the approved form developed by the Tribal Court.

Section 6. Tribal/State Joint Jurisdictional Court (Family Wellness Court)

- A. Purpose. The Tribe has established the Family Wellness Court, a joint jurisdictional court between the Tribe and El Dorado County. The Family Wellness Court was established in order to expand the tribal and non-tribal court-connected services to tribal youth and families;
- B. Location. For purposes of the Family Wellness Court, the El Dorado County Superior Court and the Shingle Springs Tribal Court are authorized to exercise their judicial authorities in concurrent sessions of court on the Shingle Springs Rancheria or at any appropriate location within the County of El Dorado at the direct of the judicial officer presiding at the hearing.
- C. Jurisdiction. For purposes of the Family Wellness Court, the Court shall have personal jurisdiction over tribal youth and their family members, including adults, who contribute to the delinquency of the minor. This personal jurisdiction extends to tribal youth and their family members living on and off of the reservation at the discretion of the Judge.

ARTICLE 3 - TIME FOR COMMENCEMENT OF ACTIONS

Section 1. Contracts and Agreements

An action shall be brought within one year after the cause of action accrues and not afterward, unless another provision of the law of the Tribe provides a different time.

Section 2. Presumption of Death

A person who is absent from the place of his last domicile for five successive years shall be presumed dead in any action wherein his death comes in question, unless proof is made that he is alive within that time.

ARTICLE 4 - TOLLING OF LIMITATIONS

Section 1. Effect of Absence from the Jurisdiction

When a person against whom there is a cause of action is absent from the jurisdiction at the time the cause of action accrues or at any time during which the action might have been maintained, such action may be brought against such person after his return to the Jurisdiction. The time during which a person against whom there is a cause of action is absent shall not be counted or taken as a part of the time limited against the absent person's opposing party or parties by the provisions of this Article or any other time limitation against the opposing party or parties under the laws of the Tribe.

Section 2. Effect of Incarceration

If a person entitled to bring an action is imprisoned at the time the cause of action accrues, the period of such incarceration shall exist only until such time as the imprisoned person discovers the right to bring the action or with the exercise of reasonable diligence should have discovered the right to bring the action, whichever occurs first, and such person shall have the same time after the incarceration ceases to exist which is allowed all others.

Section 3. Saving of Action Timely Commenced

If an action is timely commenced within the period of limitations prescribed for the action and the action is terminated in any manner other than by abatement, voluntary dismissal, dismissal for lack of prosecution, or a final judgment on the merits, the plaintiff, or a successor or personal representative, may bring a new action for the same cause of action within six months after the expiration of the time so limited.

Section 4. Tacking of Disabilities Prohibited

The period of limitation shall not be extended by the connection of one disability to another. When the law of limitation begins to run, it shall continue to run notwithstanding a supervening disability of the party entitled to sue or liable to be sued.

ARTICLE 5 - DISPUTES INVOLVING THE TRIBE

Section 1. Sovereign Immunity

- A. Scope of Sovereign Immunity. The Shingle Springs Band of Miwok Indians Tribe hereby declares that, in exercising self-determination and its sovereign powers to the fullest extent, the Tribe is immune from suit except to the extent that the Tribal Council expressly waives sovereign immunity, or as provided by this code.
- B. Express Waivers of Sovereign Immunity. The Tribe expressly waives sovereign immunity for specific purposes, including but not limited to;
1. Tribal Labor Relations;
 2. Casino Employment Discrimination;
 3. Casino Tort Claims;
 4. Casino Patron Disputes;
 5. Workers' Compensation;
 6. Tribal Enrollment disputes; and
 7. Tribal Election disputes.
- C. Immunity for Council Members and Employees. No tribal employee or Tribal Council member acting within the scope of his duties or authority is subject to suit.

Section 2. Service of Process upon the Tribe

- A. Effecting Service of Process Upon the Tribe. Notwithstanding any other provision of law, service of process upon the Tribe shall be affected only in accordance with the Tribe's Service of Process Policy.
- B. Effecting Service of Process Upon Entities and Employees of the Tribe. Notwithstanding any other provision of law, service of process upon an agency, department, division, instrumentality, economic enterprise, official, agent, officer, or employee of the Tribe shall be effected only in accordance with the Tribe's Service of Process Policy.

Section 3. Savings and Limitations

Nothing in this Chapter shall be construed as:

- A. Consent to Tribal Court. A consent to the exercise of jurisdiction over the Tribe by the Tribal Court except where authorized by the laws of the Tribe;
- B. Consent to Service of Process under Non-Tribal Law. A consent to service of process under or pursuant to the authority of any sovereign or jurisdiction other than the Tribe;
- C. Consent to Service of Process in Non-Tribal Courts. A consent to service of process in an action initiated in any court or other tribunal except the Tribal Court of the Tribe;
- D. Consent to the Jurisdiction of Non-Tribal Courts. A consent to the exercise of jurisdiction, personal or otherwise, over the Tribe, its members, or the Jurisdiction by any sovereign, jurisdiction or authority or by a court or other tribunal of any sovereign, jurisdiction or authority other than the Tribe; or
- E. Waiver of Sovereign Immunity. A waiver or limitation upon the sovereign immunity of the Tribe.

ARTICLE 6 - ESTABLISHMENT AND ORGANIZATION OF COURTS

Section 1. Establishment of Tribal Court

Pursuant to Article VI of the Shingle Springs Rancheria [Articles of Association](#), there is hereby established an integrated judicial department to be known as the Shingle Springs Band of the Miwok Indians Tribal Court and consisting of a Tribal Court and any other courts as the Tribal Council deems necessary which shall resolve disputes as provided by the laws of the Tribe.

Section 2. Authority of Tribal Court

Except as otherwise provided by the laws of the Tribe, the Tribal Court shall exercise all judicial and dispute resolution powers of the Tribe, subject only to the limitations provided in the laws of the Tribe.

Section 3. Objective of Tribal Court

Except where limited by the laws of the Tribe, it shall be the objective of the Tribal Court and the duty of all Judges of the Tribal Court in resolving all matters before the Tribal Court to discover and determine the truth and, to the extent possible, seek a resolution which restores balance to the community in accordance with the customs and traditions of the Tribe, repairs relationships, results in fairness, and avoids principles of retribution and punishment.

Section 4. Appeals

The decision of the Tribal Court shall be final and no appeals available.

Section 5. Seal

- A. Adoption of a Seal. The Tribal Court shall have a seal as devised and adopted by the Chief Judge.
- B. Storing of the Seal. The seal of the Tribal Court shall be kept by the clerk of the Tribal Court.
- C. Use of the Seal. The seal of the Tribal Court need not be affixed to any proceedings in the Tribal Court except a summons or writ or authentication of a copy of a record or proceeding of the Tribal Court or its officers for the purpose of evidence in another court or place.

Section 6. Appropriations, Accounting, and Fines

- A. Appropriations. The Tribal Council shall appropriate and authorize the expenditure of Tribal funds for the operation of the Tribal Court consistent with the needs of the Tribal Court for proper administration of justice within the jurisdiction, and for the Tribe.
- B. Accounting. The Tribal Council may prescribe a system of accounting for funds received from any source by the Tribal Court. All funds received by the Tribal Court will be earmarked to apply directly to administration of the Tribal Court, unless as specifically stated by Tribal Ordinance.
- C. Fines. If a judgment is issued by the Tribal Court against a Tribal employee, including Casino employees, or Tribal member, and he or she fails to pay the judgment or set up and pay according to a payment plan, the Tribal Council authorizes automatic garnishments of fines and penalties to be taken out of an individual's wages and/or per capita distributions if the fine or penalty is unpaid for at least 30 days.

ARTICLE 7 - JURISDICTION

Section 1. Subject Matter Jurisdiction of Tribal Court

- A. Scope of Jurisdiction. Except for limitations, restrictions, or exceptions imposed by or under the authority of the Constitution or laws of the United States, or by the Articles of Association, or by this Title, or by express provision elsewhere in the laws of the Tribe, the Tribal Court shall have original jurisdiction over all civil causes of action and over all controversies between any persons, and over all criminal offenses.
- B. Exercising Jurisdiction. The Tribal Court shall also have:

1. Orders. Jurisdiction to issue injunctions, writs and other orders necessary and proper to the complete exercise of its jurisdiction;
 2. Certified Questions Jurisdiction to certify questions of Tribal law to any federal court or questions of Tribal law to any state court which has a procedure for certifying questions of law;
 3. Recognizing Foreign Orders. Jurisdiction to recognize, but not enforce, valid judgments and orders issued by courts and tribunals of other jurisdictions where the matters subject of the judgment are not otherwise within the jurisdiction of the Tribal Court and recognition is proper to assist the Tribal Court in a matter otherwise properly within its jurisdiction; and
 4. Provided by Tribal Law. Such other jurisdiction as may be provided by the laws of the Tribe.
- C. Jurisdiction over Possession of Tribal Lands. The Tribal Court’s jurisdiction over any cause of action related to the management, ownership, interest in, or right to possession of Tribal lands shall be limited to the extent granted by the Land Assignment Ordinance.
- D. Jurisdiction over the Tribe, Tribal Entities and Tribal Employees. The Tribal Court shall not have jurisdiction over any cause of action brought against the Tribe or any of its agencies, departments or enterprises, including the officers, agents and employees of the Tribe in their capacity as such, unless such jurisdiction is unequivocally and expressly granted by the laws of the Tribe, and the grant of jurisdiction provided in this Title shall not be construed to include a waiver of the Tribe’s sovereign immunity from suit.
- E. Jurisdiction over Civil Cases. Notwithstanding any other provision of the laws of the Tribe, the Tribal Court shall have jurisdiction over all civil causes of actions and over all controversies commenced by the Tribe and nothing in this Section or elsewhere in this Title shall be construed as limiting the jurisdiction of the Tribal Court to hear and determine matters commenced by the Tribe, provided that nothing herein shall be construed as granting jurisdiction to the Tribal Court to hear or determine any cross-claim or counterclaim against the Tribe or to award any monetary relief, including costs and attorney’s fees, against the Tribe in an action commenced by the Tribe.

Section 2. Personal Jurisdiction of Tribal Court

- A. Scope of Jurisdiction. Except for limitations, restrictions, or exceptions imposed by or under the authority of the Constitution or laws of the United States, or by the [Articles of](#)

Association, or by the ordinances or laws of the Tribe, or by express provision elsewhere in the laws of the Tribe, the Tribal Court shall have personal jurisdiction over:

1. Business Activities. Any person who consensually transacts, conducts or performs any business or activity with the Tribe within the jurisdiction, either in person or by an agent or representative, for any civil cause of action arising from such business or activity, including the lease of property within the jurisdiction;
 2. Civil Actions Occurring on the Reservation. Any person who commits an act or omission which occurs, wholly or in substantial part, within the jurisdiction, by his own conduct or the conduct of another for which he is legally accountable, for any civil cause of action related to such act or omission;
 3. Civil Actions Occurring off the Reservation. Any person who commits an act or omission outside the jurisdiction, but has or intended to have a substantial effect on the political integrity, economic security, health, or welfare of the Tribe;
 4. Licensees. Any licensee or permittee of the Tribe for any civil cause of action arising from such person's activities as a licensee or permittee of the Tribe.
 5. Minimum Contacts. Any Tribal member, who, having certain minimum contacts with the Tribe such that maintaining a suit will not offend traditional notions of fair play and substantial justice, commits an act off of the Rancheria that violates any laws, customs or traditions that affect tribal families.
- B. Any Basis Existing at Law. None of the foregoing bases of jurisdiction is exclusive, and jurisdiction over a person may be established upon anyone or more of them as applicable or upon any independent basis existing at law but not set forth herein.
- C. Jurisdiction over the Tribe, Tribal Entities, and Tribal Employees. The Tribal Court shall not have jurisdiction over the Tribe or any of its agencies, departments or enterprises, including the officers, agents and employees of the Tribe in their capacity as such, without the unequivocal and express consent of the Tribe or an unequivocal and express provision in the laws of the Tribe.

Section 3. Immunity of the Tribe

The Tribal Court's jurisdiction remains limited to the extent the Tribe expressly waives its sovereign immunity. Nothing in this Chapter shall be deemed to constitute a waiver or renunciation of the sovereign immunity of the Tribe for any purpose.

Section 4. Concurrent Jurisdiction

The jurisdiction invoked by this Title or any other law of the Tribe over any person, cause, or subject shall be concurrent with any valid jurisdiction over the same of the courts of the United

States, the State of California, or any political subdivision thereof, provided that the laws of the Tribe, including this Title, do not recognize, grant, or cede jurisdiction to any other political or governmental entity which jurisdiction does not otherwise exist in law.

Section 5. Reduction of Jurisdiction

Notwithstanding any other provision of Tribal law, ordinance, resolution, order, or act of the Tribal Council or any other law of the Tribe which operates to reduce or limit the existing jurisdiction of the Tribal Court shall have prospective effect only and shall not have any effect on the jurisdiction of the Tribal Court over causes of action or controversies pending before the Tribal Court at the time of effectiveness of such ordinance, resolution, order, act, or law.

ARTICLE 8 - JUDGES

Section 1. Composition of Tribal Court

- A. Chief Judge. The Tribal Court shall be comprised of at least one judge who shall be designated by the Tribal Council as Chief Judge of the Tribal Court, all appointed by the Tribal Council to serve at the pleasure of the Tribal Council.
- B. Appointment of Judges. The Tribal Council may appoint additional Judges as it deems necessary or appropriate in accordance with this Article.
- C. Tribal Court. The Tribal Court provided for in this article shall constitute a single court, composed of all the duly appointed Judges of the Tribal Court. The judgments, decrees, orders, and proceedings of any session of the Tribal Court held by one or more Judges shall have the same force and effect as if all the Judges of the Tribal Court had presided.
- D. Vacancies. In the event a permanent vacancy occurs in the Tribal Court which results in an insufficient number of Judges to handle the duties of the Tribal Court, the Tribal Council shall appoint another Judge in accordance with this Article to ensure the minimum number of required Judges under this Section. Such appointment shall not be amenable to change, and succeeding Tribal Councils shall be bound by such selection absent formal proceedings for resignation, removal or recusal as set forth in this Code.

Section 2. Qualifications of Judges

- A. Qualifications. In addition to any other qualifications the Tribal Council may set, a Judge shall be:
 - 1. At least 35 years of age;
 - 2. A person of honor;
 - 3. Law abiding as demonstrated in subsection B;

4. A person of good character;
5. Have no less than three years (full-time) of experience as a tribal court judge, whether as a tribal judge, family court judge, or an appellate judge; or have at least five years' experience as an attorney, lay advocate, or judge coupled with a demonstrable knowledge of laws related to Indian tribes.

B. Prohibitions. A Judge shall not:

1. Have pled guilty, nolo contendere, no contest, or been convicted of any felony or other crime of moral turpitude;
2. Have pled guilty, nolo contendere, no contest, or been convicted of any misdemeanor, except minor traffic violations, within one year immediately preceding his appointment;
3. Had the right to practice law before any court or other tribunal revoked or otherwise been disciplined by any court or other tribunal before which he or she has appeared; or
4. Also be the Clerk of Court or assistant thereto, a member of the staff of the Tribal Court, or a member of the Tribal Council during his or her term as Judge.

C. Oath. Every Judge shall swear or affirm the following oath before the Tribal Council or its designee:

“I, _____, do solemnly swear [or affirm] that I will administer justice without respect to persons; that I will faithfully and impartially discharge and perform all the duties incumbent upon me as _____ under the Articles of Association and tribal laws of the Shingle Springs Band of Miwok Indians and the Constitution of the United States, to the end that justice may be fully served.”

Section 3. Compensation of Judges

The compensation of Judges shall be set forth in the annual budget and shall be sufficient to attract and retain quality judges. Judges shall be reimbursed for actual expenses related to their duties as Judges, including necessary travel expenses. The compensation rate of a Judge shall not be decreased during the term of that Judge.

Section 4. Resignation and Removal of Judges

- A. Resignation. Any Judge may resign by delivering a written resignation to the Tribal Council. Such resignation shall be effective upon receipt, unless otherwise provided by the terms thereof.

B. Removal. Except for an action to compel a Judge to forfeit office brought in accordance with the laws of the Tribe, a Judge may only be removed by an affirmative two-thirds vote by the Tribal Council. A Judge may only be removed for one or more of the following reasons:

1. Any act or other occurrence which, if it had occurred prior to the Judge's appointment, would make the Judge ineligible to serve;
2. Excessive use of intoxicants which impairs the performance of the Judge's duties;
3. Any conduct which by standards generally applicable to judges could be deemed to be unbecoming of a judge or which might foster disrepute of or disrespect for the Tribal Court or otherwise adversely affect the integrity of the Tribal Court.
4. Use of the office of Judge for personal gain, including bribery and kickbacks;
5. Committing an offense which would require the Judge to forfeit his or her office under the law of the Tribe; or
6. Nonfeasance, misfeasance, or malfeasance with regard to official duties.

C. Timing of Removal. In the event of an affirmative vote at a meeting of the Tribal Council held pursuant to this Section, the removal of the Judge shall be effective immediately.

Section 5. Recusal of Judges

A. Required Recusals. A Judge shall recuse himself or herself from sitting on any Tribal Court in any proceeding in which the Judge's impartiality might reasonably be questioned, including but not limited to the following instances:

1. Where the Judge has a personal bias or prejudice concerning a party or a party's representative;
2. Where the Judge has personal knowledge of the dispute or the facts involved in the proceeding;
3. Where the Judge is a witness concerning the dispute or facts involved in the proceeding;
4. Where the Judge or the Judge's immediate family:
 - a. Has more than an insignificant interest in the outcome of the dispute;
 - b. Is a party to the proceeding or representing a party to the proceeding; or

- c. Is likely to be a material witness in the proceeding.
- B. Voluntary Recusal. A Judge may voluntarily recuse himself or herself from sitting on any Tribal Court in any proceeding when the Judge, in his or her own discretion, believes that:
1. He or she cannot act fairly or without bias; or
 2. There would be an appearance that he or she could not act fairly or without bias.
- C. Exclusions. Nothing in this Section shall preclude a Judge from participating in any dispute, proceeding or decision by the Court solely because the dispute:
1. Generally affects members of the Tribe or a class of members of the Tribe; or
 2. Affects an agency, department or enterprise of the Tribe; insurer of the Tribe or an agency, department or enterprise of the Tribe; or a person or entity in a contractual relationship with an agency, department or enterprise of the Tribe.
- D. Immediate Family. For purposes of this Section, “immediate family” means brother, sister, son, daughter, mother, father, grandparent, grandchild, husband, wife, step-brother, step-sister, half-brother or half-sister; or brother, sister, son, daughter, mother, father, first or second cousin, grandparent or grandchild by adoption.

Section 6. Powers and Duties of Judges

- A. Powers. Judges shall have the following authority:
1. To administer oaths and affirmations; and
 2. To discharge the duties and exercise the authority conferred by law.
- B. Duties. All Judges shall:
1. Support the [Articles of Association](#) and laws of the Tribe;
 2. Faithfully and impartially discharge the duties of his office;
 3. Observe and maintain high standards of conduct so that the integrity of the Tribal Court will be preserved;
 4. Be patient, dignified and courteous to those appearing before him or those the Judge deals with in his capacity as a Judge and shall require similar conduct of court officials subject to the Judge’s direction and control;
 5. Accord every person in a proceeding the right to be heard in accordance with the law; and

6. Dispose of all judicial matters promptly, efficiently and fairly.

Section 7. Powers and Duties of Chief Judge

The Chief Judge shall have the following powers and duties:

- A. Regulate Tribal Court Proceedings. To regulate, by rule, the qualifications and standards of conduct of persons representing parties to disputes and other proceedings before the Tribal Court;
- B. Regulate Tribal Court Pleading Practice and Procedures. To promulgate rules regulating pleading, practice and procedure in judicial proceedings before all Courts of the Tribal Court provided such rules shall not abridge, enlarge or modify substantive rights of persons appearing before the Tribal Court;
- C. Develop Forms. To develop standard forms for use in judicial proceedings before all Courts of the Tribal Court;
- D. Regulate Administrative Operations of Tribal Court. To promulgate rules and policies regulating the internal and administrative operations of the Tribal Court and its clerks and staff;
- E. Set Filing Fees. To adopt, by rule, a schedule of reasonable filing fees and other charges for services rendered relating to transcripts and the furnishing or certifying of copies of proceedings, files and records;
- F. Applying Fees. To apply fees and charges received to defray the administrative costs of the Tribal Court; and
- G. Implementation of Any Other Provisions. To exercise all other authority delegated to it by law or as may be reasonably necessary in the implementation of any provisions of this Title.
- H. Administrative Supervision. The Chief Judge shall exercise administrative supervision over the Tribal Court and Judges.

Section 8. Judges Pro Tempore

- A. Appointment. The Chief Judge, in consultation with the Tribal Council, may appoint as many Judges pro tempore as he deems necessary or desired, within the constraints of the Tribal Court budget, who shall serve as Judges on the Tribal Court as necessary, subject to the approval or disapproval of the Tribal Council which must be made within 60 days of appointment or the appointment will automatically become ratified upon the 61st day.

- B. Serving as Tribal Court Judge. A Judge pro tempore may be requested by the Chief Judge to serve as a Tribal Court Judge under any of the following circumstances:
1. When necessary to fill the role of a Judge due to recusal or other unavailability of a particular Judge to hear a particular matter before the Tribal Court;
 2. When necessary to fill the role of a Judge who is unavailable for a duration of time due to vacation, illness, or other similar reason;
 3. For the purpose of performing specific duties as may be assigned by the Chief Judge, as the case may be;
 4. When required to comprise, from time to time, one or more temporary additional Tribal Courts to hear a particular matter or matters properly before the Tribal Court; or
 5. When necessary to fill a vacancy in the Tribal Court pending appointment of a Judge by the Tribal Council pursuant to [Article 8, Section 1](#).
- C. Authority. A Judge pro tempore has all the authority of a Chief Judge when presiding in Tribal Court.
- D. Termination. The Chief Judge may at any time terminate the term of a Judge pro tempore, except that a Judge pro tempore shall not be removed from a case, matter, dispute, or proceeding to which he is assigned until the termination or resolution of such case, matter, dispute or proceeding unless the Judge pro tempore is removed from office for cause related to or reflecting upon the office of Judge pro tempore.

ARTICLE 9 - OFFICERS AND EMPLOYEES OF COURTS

Section 1. Appointment and Discharge of Clerks and Staff

- A. Appointment. The Tribe shall appoint a clerk of the Tribal Court and may also appoint assistants thereto, all of whom shall serve at the pleasure of the Tribe, within the constraints of the Tribal Court budget.
- B. Oath. The clerk and any assistants thereto shall, before entering on the duties of the office, take an oath of office to be administered by the Chief Judge as follows:
- “I, _____, do solemnly swear [or affirm] that I will administer justice without respect to persons; that I will faithfully and impartially discharge and perform all the duties incumbent upon me as _____ under the Articles of Association and tribal laws of the Shingle Springs Band of Miwok Indians and the Constitution of the United States, to the end that justice may be fully served.”

- C. Appointment of Additional Staff. The Tribe may also appoint other administrative staff, subject to appropriations, as it deems necessary to assist the Tribal Court and its Judges in performing their administrative functions.

Section 2. Duties of Clerks and Staff

- A. Duties of Clerk. The clerk of the Tribal Court shall have the following duties and responsibilities:
1. Attend sessions of the Tribal Court;
 2. Issue writs and processes of the Tribal Court;
 3. Enter, under the direction of the Tribal Court, all orders, judgments and decrees required to be entered, the title of each proceeding or action, the date of filing such proceeding or action with the Tribal Court, and a memorandum of all subsequent proceedings, with the date and the fees charged;
 4. Keep a schedule of fees charged in proceedings and actions;
 5. Collect fines, fees and other monies imposed or charged by the Tribal Court, deposit such monies into the proper account of the Tribal Court, and account for the receipt and deposit of such monies;
 6. Provide forms, rules and provide referrals to self-help. Answering specific questions about process, form complaints, petitions, answers, motions and other pleadings and documents for proceedings before the Tribal Court, subject to the prohibitions of this Chapter, including prohibitions on giving advice on question of law;
 7. Administer oaths and witness execution of documents;
 8. Maintain the court docket and administrative calendar;
 9. Maintain and manage all documents and records of the court including pleadings related to cases, court correspondence, and reports
 10. Keep and maintain such other books of record required by law or rule of the Tribal Court;
 11. Perform such other duties related to the operation of the Tribal Court, other than those specifically performed by a Judge; and
 12. Perform such other administrative and ministerial duties as may be prescribed by the laws of the Tribe or assigned to him by the Chief Judge.

13. Demonstrate understanding of difference between legal advice and legal information.

B. Duties of Staff. Any assistant clerks and staff of the Tribal Court shall have such duties as the Chief Judge may, from time to time, designate.

Section 3. Legal Advice Prohibited

All employees, including unpaid volunteers and interns shall not:

A. Legal Advice. Give advice on questions of law; or

B. Representation. Appear or act on behalf of any person in any proceeding or action before the Tribal Court or any other court while they are employed by the Tribal Court. Exceptions will be made for Judges, other than the Chief Judge, to appear in other courts so long as no actual conflict exists.

Any violation of this Section, including giving advice on questions of law, shall result in immediate discipline with the potential for employment termination.

Section 4. Compensation of Clerks and Staff

The clerk and any assistants thereto as well as administrative staff of the Tribal Court shall be compensated at a rate set by the Tribe.

ARTICLE 10 - BAILIFFS

Section 1. Appointment of Bailiffs

A. Tribal Police Department will serve as bailiff as needed in consultation with the Chief Judge. The Tribal Police Department may contract its duties in order to provide necessary coverage and/or avoid conflicts of interest as approved by the Tribal Administrator.

ARTICLE 11 - LIMITATIONS OF ACTIONS

Section 1. Applicability

A. Applicability. This Article shall apply to any and all causes of action which accrue on or after the date of enactment of this Article.

B. Actions Prior to Date of Enactment. For causes of action which accrued prior to the date of enactment of this Article, the time limit for bringing such action shall begin to run from the date of enactment of this Article.

Section 2. Accrual of Actions Defined

For purposes of this Article, a cause of action accrues when the damaged or injured party knows or reasonably should know he or she has been damaged or injured, and knows or reasonably should know the cause, source, act, event, instrumentality or condition which caused or contributed to the alleged damage or injury.

Section 3. Foreign Judgments and Causes of Action

- A. Limitations on Causes of Action. No action which arises outside of the Jurisdiction shall be maintained against a person if such action is barred by the laws of the Tribe or limitations of such other jurisdiction.
- B. Limitation on Judgments. An action upon a judgment or decree rendered in another jurisdiction outside the jurisdiction shall be barred if by the laws of such other jurisdiction such action would be barred there and the judgment or decree is incapable of being otherwise enforced there.
- C. Full Faith and Credit. Full Faith and Credit recognition shall be given by the Tribal Court to the final judgment, decree, or order of a federal, state, or other tribal court located within the boundaries of the United States, provided that the jurisdiction in question has, by statute, court rule, or case law from its highest court, established a reciprocal provision or standard for the recognition of the judgments, decrees, and orders of the Shingle Springs Tribal Court.
- D. Comity. Where a federal, state, tribal court or other Nation has not established a standard described in subsection C, the Tribal Court may provide comity recognition of the foreign judgment, decree, or order where the interests of justice so require.
- E. Recognized Judgments. A foreign judgment, recognized under this section has a similar effect and is subject to the same procedures, defenses, and proceedings for reopening, vacating, or staying as a judgment of the Shingle Springs Tribal Court, and may be enforced or satisfied in a like manner.

Section 4. Exemption of Tribe from Limitations

Except as otherwise provided by the laws of the Tribe, the Tribe shall not be barred by the limitations of actions prescribed in this Article or any other time limitation under the laws of the Tribe, except where such time limitation is made expressly applicable to the Tribe.

TITLE 13. TRIBAL TANF PROGRAM BOARD CODE OF CONDUCT

ARTICLE 1 - SHINGLE SPRINGS TRIBAL TANF PROGRAM, PROGRAM MISSION AND GOALS, REGULATORY AUTHORITY AND COMPLIANCE. SHINGLE SPRINGS TRIBAL TANF BOARD AND CODE OF CONDUCT

Section 1. Shingle Springs Tribal TANF Program

The Shingle Springs Band of Miwok Indians ("Tribe") provides TANF assistance and related support services to eligible Indian families residing within the approved service areas of El Dorado, Placer and Sacramento Counties in California, through the Shingle Springs Tribal TANF Program ("SSTT Program").

Section 2. Program Mission and Goals

The mission of the SSTT Program is to shift our community from a pattern of chronic unemployment and welfare dependency to one of self-reliance and sustainable prosperity. This mission is accomplished by developing comprehensive assistance, support services and activities that form a pathway which income eligible and at-risk individuals and families can take as they make their journey toward self-sufficiency. The primary goals of the SSTT Program are to provide assistance and/or related support services that are intended to meet the purposes of TANF and:

1. Increase the employability of needy families.
2. Increase employment opportunities for Native American families through job training and skill development.
3. To prevent and reduce unwanted and unplanned pregnancies.
4. Encourage healthy and stable two parent Indian families.

Section 3. Regulatory Authority and Compliance

The 1996 Personal Responsibility and Work Opportunity Reconciliation Act ("PRWORA"), Section 412, authorizes Indian Tribes to operate Tribal Family Assistance Programs. The SSTT Program shall comply with 45 CFR Part 286, Tribal TANF Provisions, and all other applicable Federal, State, Local or Tribal Laws.

Section 4. Shingle Springs Tribal TANF Board

The Tribal Council has appointed the Shingle Springs Tribal TANF Board ("TANF Board") to provide for the overall administration of the SSTT Program.

Section 5. Code of Conduct

Both Tribal Members and the Tribal Council are entitled to have complete confidence in the loyalty and integrity of their TANF Board. To that end, the purpose of this Code of Conduct ("Code") is created to establish clear standards for the ethical conduct and behavior of those Board Members who oversee the SSTT Program. It is the intention that the provisions of this Code be construed and applied in each instance, so as to accomplish its purpose of protecting our SSTT Program Employees and Participants from decisions and actions resulting from, or affected by, undue influence, conflict of interest and/or inappropriate behavior. Each TANF Board Member will exhibit the highest integrity and fairness while representing the needs of the SSTT Program and will be held accountable to make fair and informed decisions, act appropriately and to work to strengthen the quality of SSTT Program Participant assistance and related supportive services.

ARTICLE 2 - BASIC PRINCIPALS CONDUCT, CONFLICT OF INTEREST AND PERSONAL INVOLVEMENT WITH SSTT PROGRAM EMPLOYEES AND PARTICIPANTS

Section 1. Basic Principals of Conduct

TANF Board Members shall, at all times, conduct themselves in an honest and upright manner, with regard for the great responsibility they bear in their position. TANF Board Members shall remain objective in the performance of their duties and shall act with the best interest of the Tribe, SSTT Program Employees and Participants in mind. TANF Board Members shall not accept privileges or benefits, other than those granted by the Tribal Council through official action, which may affect a TANF Board Members ability to remain objective in the performance of his or her duties.

Section 2. Conflict of Interest

It is the TANF Board Member's obligation and duty to act for the benefit of the Tribe and for the benefit of SSTT Program Employees and Participants. When a TANF Board Member has potential or perceived personal interests which may conflict with their professional obligations they are required to remove themselves from any decision making process which may be effected by interest. Board Members shall not vote on any motion which creates a conflict of interest including, but not limited to, voting on issues directly related to an immediate family member as defined in Title 1. Failure to voluntarily abstain or remove oneself from a decision making process which creates a conflict of interest may be cause for disciplinary action, up to and including, termination of appointment.

Section 3. Personal Involvement with SSTT Program Employees and Participants

TANF Board Members shall not become personally or romantically involved with, lend or borrow money from or excessively fraternize with Current SSTT Program Employees or Participants. "Current SSTT Program Participant" is defined as a person who has received assistance or related supportive services from the SSTT Program within the last two (2) years.

ARTICLE 3 - MONETARY OR MATERIAL BENEFITS, VESTED INTERESTS, PUBLIC DISCLOSURE OF VESTED INTERESTS AND OTHER ACTIVITIES NOT ALLOWED

Section 1. Monetary or Material Benefits

TANF Board Members shall not receive monetary or material benefit as a result of their position. This does not apply to those instances specifically excluded from law, such as contracts with voluntary non-profit corporations or associations.

Section 2. Vested Interests

TANF Board Members shall publicly disclose any of the following interests relating to an individual or business with which they are in business, or with which they propose to do business. For the purposes of this Code, an interest shall be considered any of the following:

1. Employment with said business as defined in Title 1;
2. A business relationship, as defined in Title 1 with said business; and
3. An economic interest, as defined in Title 1, other than the holding of common stock in said business.

Section 3. Public Disclosure of Vested Interests

Public disclosure of vested interests shall be made verbally or in writing and delivered to the TANF Board Chairperson, unless it is the Chairperson who possesses said interest in which case such disclosure would be made to the Vice-Chairperson at a regularly scheduled TANF Board meeting within ten (10) days of the time the TANF Board Member is appointed or hired, or acquires or learns of an interest as defined above. This public disclosure shall include the name of the business an individual is doing business with, or proposes to do business with, and the nature of the interest.

Section 4. Other Activities Not Allowed

TANF Board Members shall further refrain from engaging in any of the following activities:

1. Making personal investments in any business that will create a conflict with their duties as TANF Board Members.
2. Using their position to obtain employment or business in or for the Tribal government or its businesses for themselves or members of their immediate family.
3. Entering into arrangements with clients for compensation in matters that are before the TANF Board.
4. Engaging in negotiations with businesses or other governments doing business with the Tribe without the knowledge and authorization of the TANF Board.

ARTICLE 4 - ABUSE OF POWER OR POSITION FOR PERSONAL BENEFIT, ABUSE OF POWER OR POSITION BY INFLUENCE, AND ABUSE OF POWER OR POSITION BY ACCESSING INFORMATION

Section 1. Abuse of Power or Position for Personal Benefit

No TANF Board Member shall knowingly or intentionally seek to in any manner benefit from the profits of any contract, job, work, or service for the Tribe, or accept any service of any item of value, directly or indirectly, upon more favorable terms than those granted to the tribal membership generally from any person, firm, or corporation having dealings with the Tribe.

Section 2. Abuse of Power or Position by Influence

No TANF Board Member shall knowingly or intentionally seek to use his or her influence to assist any person for a fee or other compensation other than the compensation that is provided by law or policy. The performance of usual and customary constituent services without additional compensation does not constitute the use of prestige of office or position for private gain.

Section 3. Abuse of Power or Position by Accessing Information

No TANF Board Member shall knowingly and independently use his or her position to access confidential information, documents, or other materials which are not available to all Tribal citizens generally unless such access is necessitated by said TANF Board

ARTICLE 5 – GIFTS, AND EXCEPTIONS TO ARTICLE 5, SECTION 1, GIFTS

Section 1. Gifts

No TANF Board Member shall accept a "gift" as defined in Title 1.

1. From a person seeking to obtain a contract, grant, loan, employment, or any financial relationship from or within the Tribe;

2. From a person or business having a financial relationship with the Tribe;
3. From a person or business whose operations or activities are regulated or inspected by the Tribe;
4. From a principal and or attorney in proceedings in which the Tribe is an adverse party;
5. From any person or business where the performance or nonperformance of any official duty may be affected or influenced.

Section 2. Exceptions to Article 5, Section 1, Gifts

1. Acceptance of an award for meritorious achievement from a charitable, religious, professional, recreational, social, fraternal, public service, or civic organization;
2. Acceptance of a plaque or memento of nominal value offered as a token of esteem or appreciation on the occasion of a speech or public appearance;
3. Small tokens or favors given to everyone attending a function or celebrating an occasion;
4. Traditional gifts; such as feathers, pouches, necklaces, etc.

ARTICLE 6 - USE OF PUBLIC PROPERTY

Section 1. Use of Public Property

No TANF Board Member shall use, request, or permit the use of the Tribe's motor vehicles, equipment, materials, or property, except for in the conduct of official business.

ARTICLE 7 - PENALTIES FOR ACCESSING CONFIDENTIAL INFORMATION

Section 1. Penalties for Accessing Confidential Information

No TANF Board Member shall disclose confidential information which he or she has acquired by reason of their position in accordance with the Shingle Springs Band of Miwok Indians Confidentiality and Non-Use Agreement. The Tribal Council reserves the right to assess penalties as necessary at the recommendation of the TANF Board.

**ARTICLE 8 - ALLEGATIONS OF UNETHICAL OR IMPROPER
CONDUCT, WRITTEN COMPLAINTS PERTAINING TO BOARD
MEMBERS, PENALTIES AND SANCTIONS, RESERVED POWER OF THE
TRIBAL COUNCIL, CRIMINAL OFFENSES AND RESTORATION OF POSITION
DUE TO ALLEGATIONS NOT SUBSTANTIATED**

Section 1. Allegations of Unethical or Improper Conduct

Allegations of unethical or improper conduct against a Board Member shall only be made in writing and submitted to the TANF Board Chairperson, provided that if an allegation is made against the Chairperson, said allegation shall be filed with the Vice-Chairperson. Submission to the TANF Board Secretary shall be construed as delivery to the appropriate TANF Board Officer.

Section 2. Written Complaints Pertaining to Board Members

A written complaint may be submitted by any Tribal Member, Tribal Council Member, TANF Board Member, SSTT Program Employee or SSTT Program Participant who believes that a TANF Board Member has engaged in unethical or improper conduct as defined by this Code. The complaint shall specify the name of the TANF Board Member against whom a complaint is being made, and the conduct that is alleged to be unethical or improper and must be signed and dated by individual alleging complaint. Unsigned complaints will not be addressed. Individuals making complaints may be requested to present their evidence in front of the TANF Board and may be questioned during the course of a subsequent investigation. Failure of an individual to provide said statements on the record may be cause to terminate the investigation.

Section 3. Penalties and Sanctions

Upon a finding that there has been a violation of any provision of this Code, the TANF Board, or Tribal Council when appropriate, may impose any or all of the following penalties or sanctions including, but not limited to:

1. Issuance of a private reprimand to such person, with or without suspension of any or all other sanctions provided herein.
2. Issuance of a written public reprimand, which shall be entered into such person's permanent record of office and upon the permanent record of the Tribe according to provisions of applicable Tribal Laws and Ordinances.
3. Accordingly, any Board Member shall be subject to discipline and/or dismissal as provided by other laws, regulations and personnel policies, or procedures applicable.
4. Suspension from position.

5. Removal, discharge or termination from position in accordance with applicable Tribal law and procedure.

Section 4. Reserved Power of the Tribal Council

No sanctions or penalties provided herein shall limit any power of the Tribal Council or of any other entity or administrative officials or employees under other applicable law, rules, regulations or procedures.

Section 5. Criminal Offenses

A person charged with a crime which would preclude him or her from serving as a TANF Board Member as described in the Shingle Springs Tribal TANF Program Background Check Policy, if found guilty in a court of competent jurisdiction, may be suspended from his or her position until such time guilt or innocence has been established. Due to confidential nature of the TANF Board meetings; no TANF Board Member may call into or otherwise participate in TANF related meetings while incarcerated.

Section 6. Restoration of Position Due to Allegations Not Substantiated

If criminal allegations are not substantiated, the TANF Board Member may be restored to his or her full duties and responsibilities.

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 October 2016 at which time a quorum of 7 was present, this Governance Code was duly enacted by a vote of 7 FOR, 0 AGAINST, 0 ABSTAINED, by the Shingle Springs Band of Miwok Indians Tribal Council



Tribal Council Vice-Chairperson

October 27, 2016

Date

ATTEST



Tribal Council Secretary

October 27, 2016

Date