

HUALAPAI TRIBAL COUNCIL
RESOLUTION NO. 08-2018
OF THE GOVERNING BODY OF THE
HUALAPAI TRIBE OF THE HUALAPAI RESERVATION

Resolution to Amend Hualapai Residential Lease Ordinance

(All *italic* words have been added to Ordinance/Strike through text have been deleted.)

WHEREAS, the Hualapai Tribe is a federally recognized Indian Tribe located on the Hualapai Indian Reservation in the northwestern Arizona; and

WHEREAS, This Ordinance, which shall be known as the Hualapai Residential Lease Ordinance; and

WHEREAS, the Hualapai Tribe shall enact the Ordinance pursuant to Article V (j) of the Constitution of the Hualapai Indian Tribe; (“to regulate the use and disposition of all land within the jurisdiction of the Tribe, in conformity with Article XI;”) (“XI-Section 1. No Allotments. All lands within the jurisdiction of the Tribe shall remain tribal property and shall not be divided by allotment in any way whatsoever to individuals, groups of individuals, or any other entity.”) of the Hualapai Indian Reservation, adopted by the Hualapai Tribe February 14,1991, and approved by the Department of the Interior March 13,1991 and in conformance to the 25 Code of Federal Regulations Indians Part 162; and

WHEREAS, added to **Chapter1, Section 1.2**, The purpose of this ordinance is to regulate and lease Hualapai Tribal land to *Hualapai* Tribal Members for residential use only. With limited animal privileges per Animal Control Ordinance, Section 15.2.

WHEREAS, added to **Chapter 1, Section 1.3**, the provisions of this ordinance shall apply to all lands within the Hualapai Indian Reservation held by the United States in trust for the Tribe or held by the Tribe in fee and does not apply to any property that may exist upon the land. *These lands may only be leased to enrolled Hualapai Tribal Members (i.e. the lands may not be leased to Non-Tribal members).*; and

WHEREAS, added to **Chapter1, Section 1.4**, H, “*District Presidents*” means the President of the Cattle District your homesite will be located within. A map of *the Districts and contact information is located in Appendix B.*; and

WHEREAS, added to **Chapter 1, Section 1.4** “Immediate Family” means a spouse or domestic partner, father, mother, brother, sister or grandparent., ~~father-in-law, mother-in-law, uncle or aunt, daughter, son, daughter-in-law, son-in-law, grandchild, niece, and nephew, subject to the limitations and definitions outlined in Chapter 12 of the Hualapai Law and Order Code.~~; and

WHEREAS, added/changes to **Chapter 2, Section 2.1**, Responsibilities of the Applicant, A Tribal Member desiring to obtain a Residential Lease for purposes of establishing a Residence must work with the Planning Department and District Presidents (a map of all Tribal Districts is located in Appendix B, along with contact information for each District and boundaries of each District) to perform the following:

- A. *The applicant shall schedule a time to meet with Planning staff for a Residential Home Site Lease orientation;*
- B. *The applicant, with assistance from Planning staff, shall mark the corners of the proposed site with flagging and stakes.*
- C. *The applicant shall select three preferred residential locations, which is not a location currently leased, encumbered, or otherwise approved for use by another Tribal Member. This information may be obtained from the Planning Department.*
- D. *The Applicant shall contact and meet with Districts and solicit any comments and Districts signature of notification on the "District Notification Form" (provided in Appendix B) of proposed homesite, this must be completed within 30 days.*
- E. *The applicant is responsible for paying for all water and sewer connections to the home. Indian Health Services will pay up to a certain amount (Amounts change, Public Works has amounts). Any remaining balance to install sewer or septic tank and water hook-ups will be the responsibility of the Applicant to pay before hook-ups can be installed. This will be determined by Indian Health Services and the Hualapai Public Works Dept.*
- F. *All electricity hook-ups are the financial responsibility of the Applicant. The Applicant will also have to set up the appointment with the electric company on their own. If contact information is needed, the Planning Department can assist with that information.*
- G. *The applicant shall measure the site and draw it on a map or plot plan, copies of which can be obtained from the Planning Department in sufficient detail to obtain an estimate of acreage included in the site, to ensure conformity with the size limitations set forth in section 3.1 below.*
- H. *The applicant shall complete a Residential Clearance Checklist and submit it to the Planning Department (see Appendix A), Copies of the Residential Clearance Checklists are available from the Planning Department.*
- I. *The applicant and the Planning Department will present the request/application to Hualapai Tribal Council for review and approval of the home site lease.*
- J. *The applicants shall obtain at their expense a legal survey and legal description, placed on a plot plan of the proposed site, at the Applicant's expense and submit them to the Planning Department. The legal survey must be submitted within*

ninety (90) days of the Tribal Council's approval of the Resolution and Residential Lease as provided in Section 2.5. The Hualapai Tribal Council may grant a reasonable extension of time to submit the legal survey for good cause shown. *The Applicant will have to submit request for extension to Tribal Council on his or her own.*

- K. *The applicant shall submit a schedule or project time line to the Planning Department. This schedule will include a timeline for the construction or acquisition of a home and anticipated occupancy. The applicant will comply with building codes adopted by the Hualapai Tribe.*
- L. *The applicant shall provide a notice to the Planning Department if the lessee will be abandoning their current home site.; and*

WHEREAS, changes to **Chapter2, Section 2.2, Responsibilities of the** Department of Natural Resources and Cultural Resources *for TERC consideration.* A., (2) Prepare a CATEX or Environmental Assessment of the proposed site.; and

WHEREAS, added to **Chapter2, Section 2.3, Review and Recommendation by TERC**, Upon the completion of the requirements in sections 2.1 and 2.2 the Planning Department Shall submit a completed application package to the TERC, then with a recommendation for approval or disapproval to the Hualapai Tribal Council. *The application package submitted to TERC shall include items as follows:*

- (A) *The Planning Department will coordinate and provide all Environmental Documents identified as necessary by the TERC Rules.*
- (B) *The Planning Department will ensure that the applicant's completed site drawing, Residential Clearance Checklist; the Environmental Documents as stated in Section 2.1 above, plan of residence and copy of "District Notification Form" is included in its recommendation to the TERC.*
- (C) *The Planning Department will report any issues in the application affecting Building Code compliance.*
- (D) *The Planning Dept. will place the home site and all supporting documentation on the next TERC agenda for Scoping/review.; and*

WHEREAS, added to **Chapter 2, Section 2.4**, Review and Recommendation by Planning Department to Tribal Council.; and

WHEREAS, added to **Chapter 3, Section 3.2**, *Burials*. Burial of any human remains on any residential lease homesite is prohibited by the Hualapai Tribe. *Burial* meaning the act of burying a deceased person, *sepulcher*, interment, act of depositing a dead body in the earth, in a tomb or vault, or in the water, *unless specifically authorized by the Tribal Council. This is for the protection of the Applicant and any future occupants.*; and

WHEREAS, added/deleted to **Chapter 3, Section 3.3**, (A) Every Residential Lease shall have an initial term of seventy four (74) years, and renewal clause for an additional twenty five (25) year term at the request of the Lessee, as allowed in 25 CFR 162.311 *in reference to 25 USC 415(a)*. (B) In the event of the death of a Lessee prior to the expiration of the term of a Residential Lease; the Residential Lease and any property that exists upon the leased land will be determined by probate, Will or intestate inheritance in accordance with the laws and customs of the Hualapai Tribe, *in particular Chapter 16 of the Hualapai Law and Order Code*, and can only be reassigned to a Tribal Member. First preference will be given to the legal heirs of the Lessee if they are enrolled Tribal Members and if they are interested in the assignment. Notwithstanding the foregoing, any provision in a Will that attempts to pass a Residential Lease to a Non-Tribal member is void. Any successor Lessee must sign an agreement, if requested, to be bound by the terms of the original Residential Lease. In addition, the provisions of 25 CFR 162.604(h) (l) shall be complied with.; and

WHEREAS, added/deleted parts of **Chapter 3, Section 3.4, A.**, (2) In the case of Lessees that have two homesite leases, one must be a primary residence and the other for a secondary or seasonal use (hunting cabin, summer or winter home). The primary residential home site shall comply with all ordinances and codes before Council considers a second home site. The secondary residence shall be utilized at least once a year and have all improvements and facilities constructed, including fencing, in order to retain its secondary home status. This primary residential homesite needs to comply with all ordinances and codes before Council considers a second site. (6) If the homesite is located in a grazing district must have a "District Notification" form completed and signed by District President. The Applicant must place a fence around that portion of their home site lease that they wish to keep free of cattle. ~~must erect a fence around the residence prior to moving into the residence established thereupon. The fence must be a four wire, five wire barb wire barbwire, or four foot high chained high-chained link type.~~; and

WHEREAS, added/deleted parts of **Chapter 3, Section 3.5**, (B) ~~Conviction of a criminal offense, including criminal offenses as described in Chapter 6 of the Hualapai Law and Order Code, by a Lessee or a member of his or her Immediate Family who lives at the Lessee's Residence; If a person is the lessee of any homesite and is excluded from the Hualapai Reservation for any reason their lease becomes forfeit.~~ (F) Good Cause as defined by 25 CFR 163, Subpart C - Residential Leases; (G) *Not in compliance with public health, safety and welfare codes.*; and

WHEREAS, added to **Chapter 4, Section 4.3**, *Hualapai Constitution. Article IX- Bill of Rights. The Tribe may not take any private property for a public use without just compensation.*; and

WHEREAS, added to Appendix, APPENDIX A-Resolution 10-2018, APPENDIX B-District Notification Form/Map of all District areas. *The Form needs to be completed by the Applicant and District within 30 days.*, APPENDIX C - Residential Checklist-Needs to be completed by the Applicant. APPENDIX D - Animal Control Ordinance. APPENDIX E - TERC Ordinance (given upon request); and

NOW, THEREFORE, BE IT RESOLVED, The Homesite Lease Ordinance be amended to state the following; Added to **Chapter1, Section 1.2**, The purpose of this ordinance is to regulate and lease Hualapai Tribal land to *Hualapai* Tribal Members for residential use only. With limited animal privileges per Animal Control Ordinance, Section 15.2.; Added to **Chapter 1, Section 1.3**, the provisions of this ordinance shall apply to all lands within the Hualapai Indian Reservation held by the United States in trust for the Tribe or held by the Tribe in fee and does not apply to any property that may exist upon the land. *These lands may only be leased to enrolled Hualapai Tribal Members (i.e. the lands may not be leased to Non-Tribal members).*; Added to **Chapter1, Section 1.4**, *“District Presidents” means the President of the Cattle District your homesite will be located within, a map of the Districts and contact information is located in Appendix B.*; Added to **Chapter 1, Section 1.4** *“Immediate Family” means a spouse or domestic partner, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, uncle or aunt, daughter, son, daughter-in-law, son-in-law, grandchild, niece, and nephew, subject to the limitations and definitions outlined in Chapter 12 of the Hualapai Law and Order Code.*; Added/changes to Chapter 2, Section 2.1, Responsibilities of the Applicant, A Tribal Member desiring to obtain a Residential Lease for purposes of establishing a Residence must work with the Planning Department *and District Presidents (a map of all Tribal Districts is located in Appendix B, along with contact information for each District and boundaries of each District)* to perform the following: (A) The applicant shall schedule a time to meet with Planning staff for a Residential Home Site Lease orientation; (B) *The applicant, with assistance from Planning staff, shall mark the corners of the proposed site with flagging and stakes. (O) The applicant shall select three preferred residential locations, which is not a location currently leased, encumbered, or otherwise approved for use by another Tribal Member. This information may be obtained from the Planning Department. (C) The Applicant shall contact and meet with Districts and solicit any comments and Districts signature of notification on the “District Notification Form” (provided in Appendix B) of proposed homesite, this must be completed within 30 days. (D) The applicant is responsible for paying for all water and sewer connections to the home. Indian Health Services will pay up to a certain amount (Amounts change, Public Works has amounts). Any remaining balance to install sewer or septic tank and water hook-ups will be the responsibility of the Applicant to pay before hook-ups can be installed. This will be determined by Indian Health Services and the Hualapai Public Works Dept. (E) All electricity hook-ups are the financial responsibility of the Applicant. The Applicant will also have to set up the appointment with the electric company on their own. If contact information is needed, the Planning Department can assist with that information. (F) The applicant shall measure the site and draw it on a map or plot plan, copies of which can be obtained from the Planning Department in sufficient detail to obtain an estimate of acreage included in the site, to ensure conformity with the size limitations set forth in section 3.1 below. (G) The applicant shall complete a Residential Clearance Checklist and submit it to the Planning Department (see Appendix A), Copies of the Residential Clearance Checklists are available from the Planning*

Department. (H) *The applicant and the Planning Department will present the request/application to Hualapai Tribal Council for review and approval of the home site lease.* (I) *The applicants shall obtain at their expense a legal survey and legal description, and put on a plot plan of the proposed site, at the Applicant's expense and submit them to the Planning Department. The legal survey must be submitted within ninety (90) days of the Tribal Council's approval of the Resolution and Residential Lease as provided in Section 2.5. The Hualapai Tribal Council may grant a reasonable extension of time to submit the legal survey for good cause shown. The Applicant will have to submit request for extension to Tribal Council on his or her own.* (J) *The applicant shall submit a schedule of project time line to the Planning Department. This schedule will include a timeline for the construction or acquisition of a home and anticipated occupancy. The applicant will comply with building codes adopted by the Hualapai Tribe. The applicant shall provide a notice to the Planning Department if the lessee will be abandoning their current home site.*; Changes to Chapter 2, Section 2.2, Section 2.2, *Responsibilities of the Department of Natural Resources and Cultural Resources for TERC consideration.* **A., (2) Prepare a CATEX or Environmental Assessment of the proposed site.**; and; Added to Chapter2, Section 2.3, *Review and Recommendation by TERC, Upon the completion of the requirements in sections 2.1 and 2.2 the Planning Department Shall submit a completed application package to the TERC, then with a recommendation for approval or disapproval to the Hualapai Tribal Council. The application package submitted to TERC shall include items as follows(A) The Planning Department will coordinate provide all Environmental Documents identified as necessary by the TERC Rules. (B) The Planning Department will ensure that the applicant's completed site drawing, Residential Clearance Checklist; the Environmental Documents as stated in Section 2.1 above, plan of residence and copy of "District Notification Form" is included in its recommendation to the TERC. (C) The Planning Department will report any issues in the application affecting Building Code compliance. (D) The Planning Dept. will place the home site and all supporting documentation on the next TERC agenda for Scoping/review.*; Added to Chapter 2, Section 2.4, *Review and Recommendation by Planning Department to Tribal Council.*; Added to Chapter 3, Section 3.2, *Burials.* Burial of any human remains on any residential lease homesite is prohibited by the Hualapai Tribe. *Burial meaning the act of burying a deceased person, sepulcher, interment, act of depositing a dead body in the earth, in a tomb or vault, or in the water, unless specifically authorized by the Tribal Council. This is for the protection of the Applicant and any future occupants.*; Added/deletion to **Chapter 3, Section 3.3**, (A) Every Residential Lease shall have an initial term of seventy-four (74) years, and renewal clause for an additional twenty five (25) year term at the request of the Lessee, as allowed in 25 CFR 162.311 in reference to 25 USC 415(a). (B) In the event of the death of a Lessee prior to the expiration of the term of a Residential Lease; the Residential Lease and any property that exists upon the leased land will be determined by probate, Will or intestate inheritance in accordance with the laws and customs of the Hualapai Tribe, in particular Chapter 16 of the Hualapai Law and Order Code, and can only be reassigned to a Tribal Member. First preference will be given to the legal heirs of the Lessee if they are enrolled Tribal Members and if they are interested in the assignment. Notwithstanding the foregoing, any provision in a Will that attempts to pass a Residential Lease to a Non-Tribal member is void. Any successor Lessee must sign an agreement, if requested, to be bound by the terms of the original Residential Lease. In addition, the provisions of 25 CFR 162.604(h) () (l) shall be complied with.; Added/deleted parts of **Chapter 3, Section 3.4**, (2) *In the case of Lessees that have two homesite leases, one*

must be a primary residence and the other for a secondary or seasonal use (hunting cabin, summer or winter home). The primary residential home site shall comply with all ordinances and codes before Council considers a second home site. The secondary residence shall be utilized at least once a year and have all improvements and facilities constructed, including fencing, in order to retain its secondary home status. This primary residential homesite needs to comply with all ordinances and codes before Council considers a second site. (6) If the homesite is located in a grazing district must have a "District Notification" form completed and signed by District President. The Applicant must place a fence around that portion of their home site lease that they wish to keep free of cattle. ~~must erect a fence around the residence prior to moving into the residence established thereupon. The fence must be a four-wire, five-wire barb wire barbwire, or four-foot high chained high-chained link type.~~; Added/deleted parts of **Chapter 3, Section 3.5**, (B) ~~Conviction of a criminal offense, including criminal offenses as described in Chapter 6 of the Hualapai Law and Order Code, by a Lessee or a member of his or her Immediate Family who lives at the Lessee's Residence; If a person is the lessee of any homesite and is excluded from the Hualapai Reservation for any reason their lease becomes forfeit.~~ (F) Good Cause as defined by 25 CFR 163, Subpart C - Residential Leases; (G) Not in compliance with public health, safety and welfare codes.; Added to **Chapter 4, Section 4.3**, Hualapai Constitution, Article IX- Bill of Rights, The Tribe may not take any private property for a public use without just compensation.; Added to Appendix, APPENDIX A-Resolution 10-2018, APPENDIX B-District Notification Form/Map of all District areas. The Form needs to be completed by the Applicant and District within 30 days., APPENDIX C - Residential Checklist- Needs to be completed by the Applicant. APPENDIX D - Animal Control Ordinance. APPENDIX E - TERC Ordinance (given upon request).

CERTIFICATION

I, the undersigned as Chairman of the Hualapai Tribal Council hereby certify that the Hualapai Tribal Council of the Hualapai Tribe is composed of nine (9) members of whom (8) Constituting a quorum were present at a **Regular Council Meeting** thereof held on this 10th of February 2018; and that the foregoing resolution was duly adopted by the affirmative vote of (7) in favor, (1) opposed, (0) not voting and (1) excused, pursuant to the authority of Article V, Section (a) of the Constitution of the Hualapai Tribe approved March 13, 1991.



Damon Clarke, Hualapai Chairman
HUALAPAI TRIBAL COUNCIL

ATTEST:



Shanna Salazar, Administrative Assistant
HUALAPAI TRIBAL COUNCIL

Residential Homesite



Lease Ordinance

Residential Homesite Lease Ordinance
Originally passed on October 3, 2009 - 1st Amendment passed by Hualapai Tribal Council on August 8, 2011; 2nd Amendment passed by Hualapai Tribal Council on March 1, 2013; 3rd Amendment passed by Hualapai Tribal Council on June 9, 2014; 4th Amendment passed by Hualapai Tribal Council on April 4, 2016; 5th Amendment passed by Hualapai Tribal Council on February 10, 2018.

- C. “**BIA**” means the U.S. Department of Interior Bureau of Indian Affairs.
- D. “**BIA Realty Office**” means the Realty Office of the Bureau of Indian Affairs Truxton Canon Agency.
- E. “**Burial**” means the act of burying a deceased person, sepulture, interment, act of depositing a dead body in the earth, in a tomb or vault, or in the water.
- F. “**CFR**” means the latest edition of the Code of Federal Regulations, Indians 25, and Office of the Federal Register.
- G. “**Court**” or “**Tribal Court**” means the Hualapai Tribal Court or any branch or division thereof.
- H. “**District Presidents**” means the President of the Cattle District your homesite will be located within. A map of the Districts and contact information is located in Appendix B.
- I. “**Department of Cultural Resources**” means the Hualapai Department of Cultural Resources.
- J. “**Department of Natural Resources**” means the Hualapai Department of Natural Resources.
- K. “**Environmental Document**” means an environmental assessment, as that term is defined and described in Subtitle A of the HERC (including sections 301e and 505); or a document setting forth a determination that proposed activity is excluded from the requirement of environmental assessment under applicable Tribal or federal law.
- L. “**Good Cause**” means sufficient reason for legal action, as determined by a Court or the Tribal Council.
- M. “**Hualapai Environmental Review Code**” or “**HERC**” means the land use and environmental code enforced by the Tribal Environmental Review Commission (TERC) per Tribal Resolution No 3 1-2004.
- N. “**Hualapai Tribal Land**” means all lands over which the Hualapai Tribe has jurisdiction, including all land within the exterior boundaries of the Hualapai Reservation and all other Hualapai Indian country, as that term is defined in 18 U.S.C. 1 151. This includes but is not limited to approximately 1,000,000 acres on the southwestern edge of the Colorado Plateau and areas in Valentine (approximately 15 miles west of Peach Springs) and on the Big Sandy River (approximately 13 miles north of Wikieup and 50 miles south of Peach Springs).

- O. **“Immediate Family”** means a spouse or domestic partner, father, mother, brother, sister or grandparent, ~~father in law, mother in law, uncle or aunt, daughter, son, daughter in law, son in law, grandchild, niece, and nephew,~~ subject to the limitations and definitions outlined in Chapter 12 of the Hualapai Law and Order Code.
- P. **“Lessee”** means a Tribal Member who has entered into a Residential Lease with the Hualapai Tribe approved by the Secretary of the Interior or its authorized representative.
- Q. **“Mobile Home”** means a mobile home approved by HUD.
- R. **“Non-Tribal Member”** means any individual who is not an enrolled member of the Hualapai Indian Tribe
- S. **“Planning Department”** means the Hualapai Planning and Economic Development Department.
- T. **“Reservation”** means the Hualapai Indian Reservation.
- U. **“Residence”** means a designated piece of land leased to a Tribal Member for the purpose of Residential Use.
- V. **“Residential Clearance Checklist”** means the document which must be completed by an Applicant describing location and available infrastructure, among other considerations, in connection with a proposed Residential Lease.
- W. **“Residential Lease”** means a written agreement between the Hualapai Tribe and a Lessee, whereby the Lessee is granted a right to occupancy of Hualapai Tribal Land, for Residential Purposes for a specified duration.
- X. **“Residential Use”** means use as a home and a homesite for the Lessee, and his/her Immediate Family, and for purposes incidental thereto. Residential Use does not include Burial, commercial uses or uses forbidden by law.
- Y. **“Tribal Council”** means Tribal Council of the Hualapai Indian Tribe, elected, existing and functioning pursuant to the Constitution of the Hualapai Indian Tribe.
- Z. **“Tribal Environmental Review Commission”** or **“TERC”** means the administrative body established under Section 301 of the Hualapai Environmental Review Code (HERC) that is responsible for reviewing and regulating, including issuing permits for, all development activities that are proposed for any site within Hualapai Tribal Lands.
- AA. **“Tribal Member”** means an enrolled member of the Hualapai Tribe.

CHAPTER 2. PROCEDURES FOR APPROVAL OF RESIDENTIAL LEASE

Sec. 2.1 Responsibilities of the Applicant

A Tribal Member desiring to obtain a Residential Lease for purposes of establishing a Residence must work with the Planning Department and District Presidents (a map of all Tribal Districts is located in Appendix B, along with contact information for each District and boundaries of each District) to perform the following:

- A. The applicant shall schedule a time to meet with Planning staff for a Residential Home Site Lease orientation;
- B. The applicant, with assistance from Planning staff, shall mark the corners of the proposed site with flagging and stakes.
- C. The applicant shall Select three preferred residential locations, which is not a location currently leased, encumbered, or otherwise approved for use by another Tribal Member. This information may be obtained from the Planning Department.
- D. The Applicant shall contact and meet with Districts and solicit any comments and Districts signature of notification on the “District Notification Form” (provided in Appendix B) of proposed homesite, this must be completed within 30 days.
- E. The applicant is responsible for paying for all water and sewer connections to the home. Indian Health Services will pay up to a certain amount (Amounts change, Public Works has amounts). Any remaining balance to install sewer or septic tank and water hook-ups will be the responsibility of the Applicant to pay before hook-ups can be installed. This will be determined by Indian Health Services and the Hualapai Public Works Dept.
- F. All electricity hook-ups are the financial responsibility of the Applicant. The Applicant will also have to set up the appointment with the electric company on their own. If contact information is needed, the Planning Department can assist with that information.
- G. The applicant shall measure the site and draw it on a map or plot plan, copies of which can be obtained from the Planning Department in sufficient detail to obtain an estimate of acreage included in the site, to ensure conformity with the size limitations set forth in section 3.1 below.
- H. The applicant shall complete a Residential Clearance Checklist and submit it to the Planning Department (see Appendix A), Copies of the Residential Clearance Checklists are available from the Planning Department.

- I. The applicant and the Planning Department will present the request/application to Hualapai Tribal Council for review and approval of the home site lease.
- J. The applicants shall obtain at their expense a legal survey and legal description, placed on a plot plan of the proposed site, at the Applicant's expense and submit them to the Planning Department. The legal survey must be submitted within ninety (90) days of the Tribal Council's approval of the Resolution and Residential Lease as provided in Section 2.5. The Hualapai Tribal Council may grant a reasonable extension of time to submit the legal survey for good cause shown. The Applicant will have to submit request for extension to Tribal Council on his or her own.
- K. The applicant shall submit a schedule or project time line to the Planning Department. This schedule will include a timeline for the construction or acquisition of a home and anticipated occupancy. The applicant will comply with building codes adopted by the Hualapai Tribe.
- L. The applicant shall provide a notice to the Planning Department if the lessee will be abandoning their current home site.

Sec. 2.2 Responsibilities of the Department of Natural Resources and Cultural Resources for TERC consideration

- A. Upon request of the Applicant and the Planning Department, the Department of Natural Resources shall do the following, to the extent required by the TERC:
 - (1) Conduct a biological assessment regarding any species appearing on the U.S. Fish and Wildlife Service list, as well as any species of concern under Tribal law; and
 - (2) Prepare an CATEX or Environmental Assessment of the proposed site.
- B. Upon request of the Applicant and the Planning Department, the Department of Cultural Resources shall conduct a cultural resources survey of the proposed site.

Sec. 2.3 Review and Recommendation by TERC

Upon the completion of the requirements in sections 2.1 and 2.2 the Planning Department Shall submit a completed application package to the TERC, then with a recommendation for approval or disapproval to the Hualapai Tribal Council. The application package submitted to TERC shall include items as follows:

- (A) The Planning Department will coordinate and provide all Environmental Documents identified as necessary by the TERC Rules.

(B) The Planning Department will ensure that the applicant's completed site drawing, Residential Clearance Checklist; the Environmental Documents as stated in Section 2.1 above, plan of residence and copy of "District Notification Form" is included in its recommendation to the TERC.

(C) The Planning Department will report any issues in the application affecting Building Code compliance.

(D) The Planning Dept. will place the home site and all supporting documentation on the next TERC agenda for Scoping/review.

Sec. 2.4 Review and Recommendation by Planning Department to Tribal Council

Upon completion of the review and favorable recommendation of the TERC pursuant to section 2.3 above, but before the completed application package is submitted to the Hualapai Tribal Council, if the TERC has recommended approval of the application package, on request by the Applicant, the Planning Department shall do the following:

- A. Draft a Resolution for consideration by the Tribal Council;
- B. Draft a Residential Lease to accompany the Resolution; and
- C. Schedule a time on the agenda of an upcoming Tribal Council Meeting for consideration of the Resolution and Lease, and notify the Applicant of the date and time.

Sec. 2.5 Action by Tribal Council

If Tribal Council approves the Resolution and Residential Lease, the Applicant must sign the Residential Lease, obtain the signature of the Tribal Chairperson or other authorized appropriate Tribal representative and if required, submit it to the BIA- Realty Office for approval by the Secretary of the Interior pursuant to 25 C.F.R. Part 162 and other applicable law. Each residential lease shall be subject to the terms of the applicable Tribal Council Resolution. Should the Tribal Council disapprove the application, the Tribal Council shall provide the Applicant a written explanation of denial.

This homesite ordinance is developed to serve the Hualapai Tribal Community. Its basis is to form the best regulatory process; in some cases, however it may appear that this ordinance may not be serving the community in its best interests. In those cases, that require further consideration the Tribal Council has the authority to make exceptions to these regulations.

Sec. 2.6 Role of BIA

The role of the BIA shall be to:

- A. Review, approve, and record, any Residential Leases with Land Title Records Office (LTRO) upon any request pursuant to 25 CFR 150.6 CFR 162 Subparts A & F, and other applicable law.

CHAPTER 3. TERMS AND CONDITIONS OF RESIDENTIAL LEASES

Sec. 3.1 Limitations/~~Burials~~

No Tribal Member may simultaneously be a party to more than two (2) Residential Leases arising under this Ordinance.

Sec. 3.2 Burial

Burial of any human remains on any residential lease homesite is prohibited by the Hualapai Tribe. Burial meaning the act of burying a deceased person, sepulcher, interment, act of depositing a dead body in the earth, in a tomb or vault, or in the water, unless specifically authorized by the Tribal Council. This is for the protection of the Applicant and any future occupants.

Sec. 3.3 Duration of Leases

- A. Every Residential Lease shall have an initial term of seventy four (74) years, and renewal clause for an additional twenty five (25) year term at the request of the Lessee, as allowed in 25 CFR 162.311 in reference to 25 USC 415(a).
- B. In the event of the death of a Lessee prior to the expiration of the term of a Residential Lease; the Residential Lease and any property that exists upon the leased land will be determined by probate, Will or intestate inheritance in accordance with the laws and customs of the Hualapai Tribe, in particular Chapter 16 of the Hualapai Law and Order Code, and can only be reassigned to a Tribal Member. First preference will be given to the legal heirs of the Lessee if they are enrolled Tribal Members and if they are interested in the assignment. Notwithstanding the foregoing, any provision in a Will that attempts to pass a Residential Lease to a Non-Tribal member is void. Any successor Lessee must sign an agreement, if requested, to be bound by the terms of the original Residential Lease. In addition, the provisions of 25 CFR 162.604(h) (l) shall be complied with.

Sec. 3.4 Lessee Responsibilities

Every Residential Lessee shall be subject to the following:

- (1) As a condition to the continued validity of the lease, the Lessee must complete construction of a residence, or place a mobile home that is the Lessee's established residence, on the site within four years from the date of approval of the applicable Resolution by the Tribal Council. If a home is not established within four years there must be some upgrade made to the homesite (i.e. fence homesite, a power pole, foundation) each year until a home is constructed or placed on homesite, to show the Lessee is acting in good faith to begin the construction of the home. A letter stating what improvements have been completed needs to be sent to the Hualapai Planning Department *every year* after the four year building period has passed or homesite will *revert back* to the Tribe.
- (2) In the case of Lessees that have two homesite leases, one must be a primary residence and the other for a secondary or seasonal use (hunting cabin, summer or winter home). The primary residential home site shall comply with all ordinances and codes before Council considers a second home site. The secondary residence shall be utilized at least once a year and have all improvements and facilities constructed, including fencing, in order to retain its secondary home status. This primary residential homesite needs to comply with all ordinances and codes before Council considers a second site.
- (3) As a condition to the continued validity of the lease, if the lessee has applied for any home loan from any bank, the lessee will need a letter from the bank on loan status and time line of when loan will be approved is required for a onetime only extension of an additional two years for building time.
- (4) The Tribal Council may grant an extension to the provision in 3.3(A)(1) of up to six months or longer upon a showing of Good Cause by the Lessee as to why the lease should not be cancelled; and
- (5) The provisions of 25 CFR 162.610 regarding limitations on subleases and assignments shall apply to each Lessee and Residential Lease.
- (6) If the homesite is located in a grazing district must have a "District Notification" form completed and signed by District President. The Applicant must place a fence around that portion of their home site lease that they wish to keep free of cattle.

- (7) The LESSEE must obtain a right of way access permit from the Arizona Department of Transportation (ADOT) if the access is directly onto Route 66 in Arizona.

Sec. 3.5 Causes for Cancellation

The following conditions set forth below, but not limited to, will be cause for the cancellation of a Residential Lease with the Hualapai Tribe by the Tribal Council or a Court, in each case after notice and a hearing with the Hualapai Tribal Court, or by the BIA to the extent allowed by law:

- A. Violation of the Residential Lease;
- B. ~~Conviction of a criminal offense, including criminal offenses as described in Chapter 6 of the Hualapai Law and Order Code, by a Lessee or a member of his or her Immediate Family who lives at the Lessee's Residence;~~ If a person is the lessee of any homesite and is excluded from the Hualapai Reservation for any reason their lease becomes forfeit.
- C. Relinquishment of Tribal membership by the Lessee;
- D. Abandonment of the Residence by the Lessee;
- E. Inheritance under Section 3.2;
- F. Good Cause as defined by 25 CFR 163, Subpart C - Residential Leases;
- G. Not in compliance with public health, safety and welfare codes.
- H. Any other conditions set forth in the Tribal Council Resolution approving a particular Residential Lease, set forth in 25 CFR Part 162, or as otherwise provided by law.

The Tribal Council may adopt procedures for the provision of notice and for conducting hearings prior to cancellation of a Residential Lease.

Sec. 3.6 Negotiated Remedies for Violations and Appeal Process

Upon the cancellation of a Residential Lease, the Lessee shall have the rights and obligations set forth in 25 CFR Part 162, including those set forth in 25 CFR 5 162.113. In addition, the parties may negotiate any reasonable remedies, which shall be approved by the Tribal Council and the Hualapai Tribal Court.

CHAPTER 4. CHAPTER 4: JURISDICTION AND GOVERNING LAW

Sec. 4.1 Jurisdiction and Venue

The jurisdiction and venue for action related to the subject matter of this Ordinance shall be the Courts of the Hualapai Tribe. All parties consent to the jurisdiction of such Courts.

Sec. 4.2 Governing Law; Interpretation

The provision of 25 CFR Part 162 shall govern and apply to this Ordinance. In the event of any possible inconsistencies among a Residential Lease, the Hualapai Residential Lease Ordinance, the provisions of applicable Federal Law, Hualapai Constitutional Law and Hualapai Tribal Law shall control, in that order.

Sec. 4.3 Hualapai Constitution, Article IX – Bill of Rights

The Tribe may not take any private property for a public use without just compensation.

APPENDIX A	Resolution 10-2018
APPENDIX B	District Notification Form/Map of all District areas. The Form needs to be completed by the Applicant and District within 30 days.
APPENDIX C	Residential Checklist-Needs to be completed by the Applicant.
APPENDIX D	Animal Control Ordinance.
APPENDIX E	TERC Ordinance (given upon request)