

Title 11 BUILDINGS AND UTILITIES

Chapters:

Chapter 11.04 - WASTEWATER CODE

Chapter 11.08 - UTILITY CODE

Chapter 11.12 - RESERVED

Chapter 11.16 - BUILDING CODE

Chapter 11.20 - HOUSING CODE

Chapter 11.04 WASTEWATER CODE

Sections:

[11.04.010 Purpose, objectives and authority.](#)

[11.04.020 Administration.](#)

[11.04.030 Appeals process.](#)

[11.04.040 Definitions.](#)

[11.04.050 Applicability.](#)

[11.04.060 Connection to community sewer system.](#)

[11.04.070 Individual sewage system.](#)

[11.04.080 Specific requirements.](#)

11.04.010 Purpose, objectives and authority.

- A. The purpose of the wastewater code for the Squaxin Island Indian country is to protect the health of the tribal community by minimizing:
1. The potential for exposure to wastewater from individual sewage systems or community sewage systems;
 2. Adverse effects that discharges from sewage treatment systems may have on groundwater that recharges the drinking water aquifers upon which the tribal community depends;
 3. Adverse effects that discharges from sewage treatment systems may have on surface waters that:
 - a. Contribute to the instream flows of fish-bearing streams, and
 - b. Maintain water quality of shellfish growing areas.
- B. This wastewater code regulates the location, design, installation, operation, maintenance, and monitoring of sewage treatment systems in Indian country to:
1. Achieve long-term sewage treatment and disposal; and

Title 11 BUILDINGS AND UTILITIES

2. Limit the discharge of contaminants within Indian country.
- C. This wastewater code is adopted by the Squaxin Island Tribal Council in accordance with the authority of the Constitution and the Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965. Under the Constitution and Bylaws of the Tribe, the Squaxin Island Tribal Council is charged with the duty to protect the health, security, and general welfare of the residents within the jurisdiction of the Squaxin Island Tribe.
(Res. 07-31 §§ 69—72; Res. 96-45 (part))

11.04.020 Administration.

The Squaxin Island Tribal Utility Commission shall administer this wastewater code in Indian country to protect the health of the Squaxin Island Tribal Community, in pursuance to the Squaxin Island tribal utility ordinance, Article III, Section 3.02, adopted by the Squaxin Tribal Council December 19, 1991, as it may be amended from time to time.

- A. The Utility Commission shall operate as a subordinate unit of tribal government, independent in its daily operation, but responsible to the Tribal Council for its actions.
- B. Fees may be charged under the authority of the Squaxin Island tribal utility ordinance Article I, Sections 1.03 and 1.04, adopted by the Squaxin Island Tribal Council December 19, 1991.
- C. The right to adopt by reference of federal, state, county codes and guidelines to define language for implementation of administration of this wastewater code shall be within the authority of the Utility Commission and shall be vested in the Tribal Council to the extent deemed necessary by the Council to effectuate the purpose of this code.

(Res. 07-31 § 73; Res. 96-45 (part))

11.04.030 Appeals process.

- A. Any customer or any applicant for utility services, who is aggrieved by any action of the application of this wastewater code or the Utility Commission may file a grievance with the Utility Commission. The Utility Commission shall abide by the regulations set forth in the utility ordinance and shall handle such grievances in a manner which provides for due process of law, in pursuance to the Squaxin Island utility ordinance Article IV, Section 4.17.
- B. The Utility Commission is an agency of the Squaxin Island Tribe, and thereby retains all rights of sovereign immunity of the Tribe. By providing services and entering into services agreements, the Utility Commission shall not waive the sovereign immunity of the Squaxin Island Tribe or any of its officers, agents, attorneys or employees, or any one else acting at the direction of and on behalf of the Squaxin Island Tribe.

(Res. 96-45 (part))

11.04.040 Definitions.

As used in this chapter:

"Community sewage system (CSS)" means:

1. An integrated arrangement of sewage collection systems, trunks, pumping facilities, and means of final treatment and disposal of wastewater generated by multiple residences, buildings, commercial-industrial establishments, or other facilities; or
2. Any individual sewage system with either common components or with design flows, at any common point, greater than five hundred (500) gallons per day.

Title 11 BUILDINGS AND UTILITIES

"Effluent" means liquid discharged from a septic tank or other on-site sewage system component.

"Failure" means a condition of a sewage system that threatens the public health by inadequately treating sewage or by creating a potential for direct or indirect contact between sewage and the public. Examples of failure include:

1. Sewage on the surface of the ground;
2. Sewage leaking from a tank, pump chamber, holding tank, or collection system;
3. Inadequately treated effluent contaminating groundwater or surface water;
4. Noncompliance with standards stipulated on the permit.

"Indian country," consistent with the meaning given in 18 U.S.C. 1151 means:

1. All land within the limits of the Squaxin Island Indian Reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation; and
2. All Indian allotments or other lands held in trust for a Squaxin Island Tribal member or the Tribe, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

"Individual sewage systems (ISS)" means an integrated arrangement of components for a single residence, buildings, commercial-industrial establishment, or other facility not connected to a community sewer system which:

1. Conveys, stores, treats, and/or provides subsurface soil treatment and disposal of sewage in Indian country.
2. Includes piping, treatment devices, other accessories, and soil underlying the disposal component of the initial and reserve areas.

"Installer" means a qualified person who will install or repair sewage components.

"Sewage" means any urine, feces, and the water carrying human wastes, including kitchen, bath, and laundry wastes from residences, buildings, industrial establishments or other places.

"Surface water" means any body of water, whether fresh or marine, flowing or contained in natural or artificial unlined depressions for significant periods of the year.

"Utility commission" is responsible for, and authorized to manage, the utility program of the Squaxin Island Tribe, as established by the Squaxin Island tribal utility ordinance.

"Utility program" provides those basic services necessary for supporting residential and commercial development, including, but not limited to, water, wastewater, garbage collection, roads and appurtenances.

(Res. 07-31 §§ 74, 75; Res. 96-45 (part))

11.04.050 Applicability.

A. The Utility Commission:

1. Shall apply this wastewater code to treatment and disposal of sewage from all sewage sources in Indian country including residential, commercial and industrial sources; provided, that the beneficial owners of individual trust lands shall be deemed to be in compliance with this chapter if they are in compliance with either the provisions of this chapter or no less protective state and local law.
2. Shall apply this wastewater code to pretreatment, siting, design, approval of installation, abandonment of systems, all inspections and operation and maintenance.

Title 11 BUILDINGS AND UTILITIES

- B. A valid sewage system design approval and permit shall be issued by the Utility Commission prior to installation of a new system or modification of an existing system.
- C. The Utility Commission shall enforce this wastewater code in accordance with Section 11.04.020.
 - 1. Flow-measuring devices must be installed in all systems where necessary.
 - 2. Pumps and floats must be easily accessible for maintenance.
 - 3. All gate valves and quick-disconnect couplers must be installed within risers, or in another way made accessible to the surface.
 - 4. Check valves within the transport line must be located within the pump house-vault.
 - 5. Pressure cleanouts must be installed with screw caps, marked with locate tape or equivalent, and be located at the end of each lateral.

(Res. 07-31 § 76; Res. 96-45 (part))

11.04.060 Connection to community sewer system.

- A. When adequate community sewer services are available to the residence or facility, or upon the failure of the existing individual sewage system, the Utility Commission may require:
 - 1. Hook-up to a community system to protect the tribal community health; or
 - 2. The repair or the replacement of the individual sewage system.
- B. The customer shall obtain a permit from the Utility Commission prior to making any connection, reconnection with or disconnection with community sewer system.

(Res. 96-45 (part))

11.04.070 Individual sewage system.

- A. Persons proposing a new individual sewage system (ISS) for which the Squaxin Utility Commission has jurisdiction, shall obtain a permit from the Utility Commission.
- B. Persons shall submit the documents and fees specified under Sections 11.04.020B, 11.04.050B and 11.04.060B of this wastewater code, pay appropriate fees, and obtain approval from the utility commission before installing an ISS to serve any facility.
- C. The Utility Commission shall not be responsible for, nor shall it maintain or repair, any private or domestic ISS except by specific agreement establishing fair rates of compensation to the Utility Commission. The Utility Commission shall not be liable for any loss or damage beyond its control resulting from any defect in, or damage to, an ISS.

(Res. 96-45 (part))

11.04.080 Specific requirements.

- A. Persons proposing a new ISS or CSS for which the Squaxin Utility Commission has jurisdiction shall agree to comply with all provisions of this wastewater code, and any regulations, any documents adopted by reference by the Utility Commission as well as any other applicable codes or regulations. Individuals proposing a new ISS or CSS, must be current in the payment of all fees, penalties, costs, damages, or other charges assessed by the Utility Commission.
- B. Persons submitting the documents and permit fees specified under Sections 11.04.060 and 11.04.070 of this wastewater code shall provide the following information:
 - 1. A preliminary evaluation, stamped and signed by an engineer, including:

Title 11 BUILDINGS AND UTILITIES

- a. The location and description of lot and type of use, volume and character of the generated wastewater; any wastewater that may pose potential problems in treatment and disposal, such as: strong organic wastewaters, large quantities of greases, fats or oils, hazardous and toxic substances.
 - b. The suitability of soils to treat and dispose of the proposed quantity and quality of sewage shall be analyzed to determine feasibility. Records of onsite systems in surrounding area shall be submitted.
 - c. Available resource information such as the topography and landscape features, soil profile characteristics and hydraulic conductivity (soil maps, geology, etc.) shall be submitted.
 - d. An on-site field study will be conducted to evaluate the characteristics of the area for their potential to treat and dispose of wastewater. The objective of a site evaluation is the final selection of a system that most effectively treats and disposes of the sewage.
2. Complete plans and specifications of the ISS or CSS:
- a. Name and address of the property owner and the applicant at the head of each page of submission;
 - b. Parcel number and address, if available, of the site;
 - c. Source of drinking water supply;
 - d. Identification if the property is within Indian country;
 - e. Size of parcel;
 - f. Type of permit for which application is being made, for example, new installation, repair, expansion, alteration, or operational;
 - g. Source and type of sewage, for example, residential, restaurant, or other type of business;
 - h. Location of utilities;
 - i. Name of designer;
 - j. Date of application; and
 - k. Signature of applicant.
3. A detailed system design, including but not limited to:
- a. A dimensional drawing showing the location of components of the proposed ISS or CSS, and the location of the reserved area.
 - b. Vertical cross-section drawing showing:
 - i. The depth of the disposal component, the vertical separation, and depth of soil cover; and
 - ii. Other ISS or CSS components constructed at the site.
 - c. Calculations and assumptions supporting the proposed design, including, but not limited to:
 - i. Soil type;
 - ii. Hydraulic loading rate in the disposal component;
 - iii. System's maximum daily flow capacity; and
 - iv. Location of soil logs on dimensional drawing.
4. A schedule of inspections to confirm the installation conforms to the plans and specifications.

The customer shall not unreasonably withhold permission for the Utility Commission to enter and inspect the ISS or CSS lines and equipment. The customer shall be liable for any costs or related expenses caused by unreasonable withholding of permission.

Title 11 BUILDINGS AND UTILITIES

5. A draft operation and maintenance schedule, describing the ISS or CSS and outlining routine maintenance procedures for proper operation of the system.

The customer shall be responsible for proper operation and maintenance of ISS or CSS located on or in the customer's grounds, building or residence in compliance with applicable regulations.

6. Required fees.
 7. Other information required by the Utility Commission.
- C. Persons desiring to repair, modify or expand a facility served, or to be served by an ISS or CSS shall submit all documents and fees.
- D. The Utility Commission shall:
1. Issue a permit when the information submitted under Section 11.04.070B meets the requirements contained in this chapter and in tribal regulations;
 2. Identify the permit as a new installation, repair, expansion, modification, or operational permit;
 3. Specify the expiration date on the permit;
 4. Include a reminder on the permit application of the applicant's right of appeal to the Utility Commission; and
 5. State the period of validity and the date and conditions of renewal when requiring operational permits to be obtained and retained.
- E. The Utility Commission may revoke or deny a permit for due cause. Examples include, but are not limited to:
1. Development or continued use of an ISS or CSS that threatens the public health;
 2. Misrepresentation or concealment of material fact in information submitted to the Utility Commission; or
 3. Failure to meet conditions of the permit or the regulations.
- F. Before the Utility Commission issues a permit for the installation of an ISS or CSS to serve more than one development, the applicant shall show:
1. An approved public entity owning or managing the ISS or CSS in perpetuity; or
 2. An arrangement with a management entity acceptable to the local health officer; recorded in covenant, lasting until the ISS or CSS is no longer needed, and containing, but not limited to:
 - a. A legal easement allowing access for construction operation and maintenance, and repair of the ISS or CSS.
 - b. Identification of an adequate financing mechanism to assure the funding of operation, maintenance, and repair of the ISS or CSS.
- G. The Utility Commission may stipulate additional requirements for a particular permit if necessary for tribal public health protection.
- H. Soil and Site Evaluation. The Utility Commission shall provide inspection of the site and shall require verification that information is accurate of initial disposal, topography and drainage characteristics.

(Res. 07-31 § 77; Res. 96-45 (part))

Chapter 11.08 UTILITY CODE

Sections:

[11.08.010 General provisions.](#)

[11.08.020 Definitions.](#)

[11.08.030 Utilities Program establishment.](#)

[11.08.040 Utilities Commission.](#)

[11.08.050 Program Operation.](#)

[11.08.060 Customer Obligations.](#)

[11.08.070 Fee schedules and billing.](#)

[11.08.080 Enforcement—Penalties—Sanctions.](#)

[11.08.090 Miscellaneous provisions.](#)

11.08.010 General provisions.

- A. Title and Date. This Ordinance shall be titled: Squaxin Island Utilities Ordinance. The Ordinance shall become effective immediately upon enactment of a resolution for adoption by the Squaxin Island Tribal Council.
- B. Purpose. The purpose of the Squaxin Island Tribal Utilities Ordinance is to define the policies and identify the necessary rules and regulations for: (1) the operation, maintenance and management of the various public utilities owned and operated by the Squaxin Island Tribe; and (2) management for the provision of essential environmental services within the service area of the Tribal Utilities Program.
- C. Policy. It shall be the policy of the Squaxin Island Tribe to operate, maintain and manage the public utilities and services within the Tribal Utilities Service Area so that the community residents are provided with a high level of services designed to minimize exposure to adverse conditions which could negatively impact the physical and environmental health of any individual or the community. It shall also be the policy of the Squaxin Island Tribe that the operation, maintenance and management of the public utilities and services shall be carried out through an efficient program and in a financially responsible, cost-effective, and self-sufficient manner.
- D. Jurisdiction. The authority to establish a Tribal Utilities Program, and to levy appropriate user fees to all residents and organizations operating within the Tribal Utilities Service Area as defined in Tribal Code section 11.02.040, is provided in Article III and Section 1 of the Squaxin Island Tribal Constitution.

(Res. 08-01 (part))

11.08.020 Definitions.

Unless the context specifically indicates otherwise, the meaning of terms used in this chapter shall be as follows:

- A. "Appurtenances" means the real and personal property owned by the Utilities Program or the Tribe located on, near or under the roadways and streets, such as fire hydrants and valves.
- B. "Collection lines" means those sanitary sewage lines maintained by the Utilities Program by which sanitary sewer collection and disposal services are provided to customers.
- C. "Commission" shall mean the Squaxin Island Utilities Commission.
- D. "Contractor" shall mean any individual, firm, contractor or organization who is contracted or hired to provide environmental services or utilities repairs, design, inspection, reconstruction or operation.

Title 11 BUILDINGS AND UTILITIES

- E. "Customer" means a person, business, agency or other organization that uses, is entitled to use, or is obligated to pay for the use or receipt of services from the Utilities Program.
- F. "Customer lines" means the potable water lines and sanitary sewer lines located immediately adjacent to, inside of, or under a customer's residence or other building or property, which are either connected to utilities service lines or are maintained by the customer separately from utilities service lines.
- G. "Distribution system lines" means those potable water lines maintained by the Utilities Program by which water service is provided to customers.
- H. "Garbage" means all degradable and non-degradable refuse and solid waste without economic value that is generated through the course of normal living by the residents and organizations of the community.
- I. "Program Manager" means an individual hired by the Tribe to oversee and manage the Utilities Program.
- J. "Meter" means a device, owned by the Utilities Program, for measuring the amount of water provided to a particular customer.
- K. "Off-Reservation" means any area located outside of the exterior boundaries of the Squaxin Island Indian Reservation.
- L. "On-site sewage treatment and disposal systems" means individual or community septic tanks and subsurface drain fields and associated appurtenances that are maintained and operated by the Utilities Program and that collect, treat and dispose of wastewater generated by customers.
- M. "Operator" shall mean an individual, firm, contractor or organization, hired or under contract to provide direct day-to-day preventative maintenance and operational service for the public water and sanitary sewer utilities.
- N. "Program" means the Utilities Program of the Squaxin Island Tribe.
- O. "Regulation" means a rule of law or procedure recommended by the Utilities Commission and adopted by the Tribal Council for the purposes of implementing the requirements of this Ordinance.
- P. "Sewage system cleaner" shall mean any individual, firm, contractor or organization who is contracted or hired to pump out or clean on-site sewage treatment and disposal systems and to dispose of the waste material and/or to repair the on-site sewage treatment and disposal systems managed by the Tribal Utilities Program.
- Q. "Tribal Community" for purposes of this chapter shall include, but not necessarily be limited to, enrolled Squaxin Island Tribal members.
- R. "Utilities Commission" means an advisory body created by the Tribal Council with specific decision-making authority through policy making, planning, reporting, and drafting regulations affecting the Tribal Utilities Program.
- S. "Utilities Program" means a program of the Squaxin Island Tribe authorized to operate, manage and maintain the utilities services provided by the Tribe.
- T. "Utilities services" means those basic services and facilities necessary for supporting residential and commercial development, including, but not limited to, water, sewer, garbage collection, roads and appurtenances.
- U. "Vendor" means any individual, firm, contractor or organization who regularly supply parts, equipment, supplies or services to the Utilities Program used in the operation, maintenance and management of the utilities services provided by the Squaxin Island Tribe.
- V. "Shall" is mandatory; "May" is permissive.

(Res. 08-01 (part))

11.08.030 Utilities Program establishment.

There is hereby established the Squaxin Island Tribal Utilities Program having the responsibility for operating and maintaining the Tribal public utilities and providing essential community services directly or by contract.

(Res. 08-01 (part))

11.08.040 Utilities Commission.

- A. The Utilities Program will be administered by the Department of Community Development with oversight provided by the Utilities Commission. The Commission will be made up of the Community Development Director, the Public Works Manager, a representative of the Little Creek Resort, a representative of Island Enterprises Incorporated; the tribal government's Comptroller, a representative of the tribal housing community, and a representative of the Kamilche Valley (off reservation residential customers) as appointed by the Tribal Council: The Commission shall establish By-Laws as required by the Tribal Committees and Commission Ordinance.
- B. The Commission will oversee and ensure the appropriate operation of the utility program.

(Res. 08-01 (part))

11.08.050 Program Operation.

- A. **Public Utilities.** The public utilities provided by the Program shall include domestic and commercial water and sewer, residential garbage service and residential street lights. Additional public utilities may be provided upon approval by the Commission and ratification by the Tribal Council.
- B. **Water Service.**
 - 1. **Division of Responsibilities.** The Program is responsible to provide safe and adequate water for a fee to those houses, businesses, and institutions connected to the tribal water system. Responsibility for the maintenance will include water sources, storage tanks, controls, distribution lines, valves and hydrants, and service lines to the curb stops only. The service line from the curb stop to the house and interior house plumbing are the responsibility of the customer. The individual household water meters are owned by the Program, and it is the responsibility of the Program to maintain the meters. The water systems shall be managed such that the regulatory requirements of the Federal Safe Drinking Water Act, as established by the Environmental Protection Agency, are satisfied.
 - 2. **Meters.** All customers that are connected to the tribal water system are required to purchase and install a water meter. All water meters shall be installed in accordance with the requirements of the Program in such locations as the Program shall direct. All such meters shall be the property of the Program and shall be maintained by it. All meters shall remain accessible to Program personnel and no person shall obstruct or tamper with any meter. Such obstruction or tampering shall be a violation of this Code and subject the violator to actual damages and civil penalties under this Code. The assignee of the property on which the meter is located shall be responsible for all damage to or tampering with the turn off/on water valve attached to such meter.
 - 3. **Public Water Use Requirements.** The assignee or owner of each lot or parcel of real property within the area served by the Tribal water system, and having any dwelling, business or water using activity located within two hundred (200) feet of the community water system and to which water service is available, is hereby required at his or her expense to connect such facilities to the water system in accordance with the provisions of this chapter. Installations and connections must be made within sixty (60) days after the date of mailing or personal service by the Program addressed to the assignee or owner of the property to be served notifying the owner to make such connection unless the Program extends the connection period.

Title 11 BUILDINGS AND UTILITIES

C. Sewer Service.

1. The Program is responsible to provide sanitary disposal of wastewater for a fee to those houses, businesses and institutions connected to the mainlines of the sewer system. Further, the Program is responsible for the maintenance and repair of tribal sanitary sewer and disposal systems and storm water sewer systems. Responsibility for maintenance includes treatment facilities, pumping stations, collection lines, manholes, and service lines to the individual property lines. Tribal sewage collection, treatment and disposal systems shall be managed such that applicable Federal regulations of the Clean Water Act and the National Pollution Discharge Elimination System are satisfied.
2. The service line from the property line to any structure and interior plumbing are the responsibility of the customer. The maintenance of the individual septic tank systems located on the customer's property shall be the customer's responsibility.

D. Garbage.

1. The Program shall operate a residential garbage collection program that provides weekly curb side pick of household garbage within the exterior boundary of the reservation.
2. The Program will provide specialized containers to facilitate collection by automated equipment. The containers are the property of the Program and may not be used for other purposes.
3. The service may be provided by a contractor or by tribal staff.
4. The garbage program may be expanded to include various forms of recycling if deemed appropriate and cost effective.

E. Future Services. At some future date, the Program may assume responsibility to provide recycling, electrical, gas, telephone, cable TV, or other utilities services.

F. Obtaining Service without Authorization. No person shall obtain public utilities services from the Program's facilities without authorization. Any person who obtains such unauthorized services by connecting to the Program's facilities without authorization or by bypassing or tampering with any meter shall be liable to the Program for three times the value of the actual service obtained in addition to the cost of correction.

G. Maintenance Schedule. The Program shall develop and follow a regular schedule of maintenance service for each water system and sewer system and the components thereof.

H. Equipment, Tools, and Supplies.

1. All public utilities equipment shall be maintained according to the established maintenance schedule and quickly repaired when necessary so that disruptions in service are minimized.
2. Utilities tools and equipment are not for personal use. A record of tools and the individual to whom they were assigned shall be maintained.
3. Individuals shall be held responsible for the security of tools and supplies that are assigned to them.
4. An accurate inventory and depreciation schedule of tools, equipment and supplies shall be maintained. It shall be kept up to date. A reserve supply of repair parts and regularly used supplies shall be maintained by the Program. A listing shall be kept of local suppliers of repair parts, replacement equipment and expendable supplies.

I. Public Relations. The Commission shall keep customers notified about changes in fee and rates schedule, water quality regulatory compliance, levels of service and any other information which may affect customers' use of sanitary facilities. Notices may be included in monthly billing statements or may be disseminated to the public through separate mailings, newsletters, Tribal newspaper, or posting throughout the community.

Any person filing a complaint or seeking information shall be given assistance in a courteous manner. Complaints may be presented in writing to any Commission member for resolution and action.

Title 11 BUILDINGS AND UTILITIES

The Commission will resolve such complaints at the next regularly scheduled meeting of the Commission. The Chairperson may call a special meeting of Commissioners to resolve complaints as deemed necessary.

- J. Emergency Notification. An emergency notification plan will be developed by the Program and reviewed annually for notifying residents and visitors of:
1. Discontinued service for more than eight hours;
 2. Substandard conditions in water quality. This includes bacteriological, chemical, or physical quality deficiencies;
 3. Any other conditions which may adversely affect the health of the community residents or visitors.

K. Staff Training.

The operator of the Squaxin Island Consolidated Community Water System must be a Washington State Certified Water Distribution Manager 1. The operator must keep his/her certification current in accordance with the annual training requirements of the Washington State Department of Health.

Water system operator trainees shall meet the minimum standards required by the Department of Health.

In addition, the water system must provide a Washington State Certified Cross Connection Control Specialist to oversee the system's cross connection control program.

The CCCS must keep his/her certification current in accordance with the annual training requirements of the Washington State Department of Health.

The operator of the Squaxin Island Tribe Wastewater and Water Reclamation Facility must be a Washington State Certified Group 3 Wastewater Operator. The operator must keep his/her certification current in accordance with the annual training requirements of the Washington State Department of Ecology.

Wastewater system operator trainees shall meet the minimum standards required by the Department of Ecology.

- L. Limits of Responsibility. The Program shall not be responsible for, nor shall it maintain or repair any private or domestic water or sewer system, garbage facility, roads or lighting except by specific agreement establishing fair rates of compensation to the Program, and that is approved and signed by the Program Manager and by the owner of such facilities. The Program shall not be liable for any loss or damage beyond its control resulting from any defect in, or damage to, a customer's water or sewer lines or fixtures, garbage storage facilities, driveways or parking lots, hydrants or lighting.
- M. Right of Entry—Inspections. The Program, or its authorized representative, is hereby authorized to make limited, reasonable inspections, at reasonable times, of any grounds, building or residence served by the Utilities Program to the extent necessary to insure that customer utilities fixtures, lines and equipment are not being operated in a manner that would likely disrupt or interfere with public utilities services. Except in cases of emergency where life, limb or property are threatened, or in cases of immediate water shortages, the Program shall give the customer at least twenty-four hours notice prior to requesting permission to enter and inspect. If permission to enter and inspect is denied or impeded in any way, the Program shall obtain a court order authorizing such entry and inspection. Where the permission to enter and inspect is unreasonably withheld, the Program may assess court costs and related expenses and add them to the affected customer's bill.
- N. Disruption of Service. The Program may shut off water or sewer service, or disrupt traffic on the public right-of-way, to perform repairs, provided that advance notice has been given to affected customers. Provided, however, that in cases of emergencies where loss of life, limb or property is threatened, or in cases of immediate water shortage, service may be disrupted without advance notice. The Program shall not be responsible for consequent damage as a result of lack of water or sewage during authorized disruptions of service.

Title 11 BUILDINGS AND UTILITIES

- O. Permits. No connection, reconnection with, disconnection from, or other private use of any Program water or sewer system, road, appurtenance or other utilities service or facility shall be made without first obtaining a written permit from the Program. No construction of any private water or sewer system, or other private utilities, is authorized within the Reservation boundary without written permission from the Program. The Program shall require such plans from the permit applicant as it determines are necessary to decide whether or not a permit should be issued. An appropriate application form and procedures shall be developed by the Program Manager. The Program Manager is authorized to issue a "Stop Work Order" to any contractor attempting to connect to any Utility Program service without a permit.
- P. Water Shortage—Service Preference. In cases of a water shortage proclaimed by the Commission, the Program shall regulate the amount of water any customer may be allocated. The Program may also give preference to the customers and/or amounts of water to be allocated, provided that the Program allocates water according to public necessity or convenience, and provides for fair allocations between customers. Any customer violating a legal allocation may have his or her water service discontinued. Service shall be resumed only upon payment of the approved reconnection fee and any penalties.
- Q. Unnecessary Waste of Water.
1. The Program reserves the right to assess a penalty and/or terminate customer's service when the customer has repeatedly unduly wasted water. Such undue waste is evidenced by the fact that hydrants, taps, hoses or other fixtures are permitted to run continuously when not in productive use. Where such conditions have been observed, the Program having been notified of the condition may terminate water to the premises if the condition is not corrected within twenty-four (24) hours after receipt of the notice. Service shall be resumed only after correction of the condition causing a wastage of water and payment by the customer of the approved reconnection fee, penalties and any other accounts in arrears to the Program.
 2. New or existing homes or buildings not connected to the water system, at the time of the adoption of this chapter, shall not be allowed to connect to the community water system unless the said facilities are equipped with the following: two GPM (gallons per minute) shower heads; two GPM kitchen faucets or aerators; one GPM urinal; one and one-half GPM lavatory faucets or aerators; one and six tenths GPF (gallons per flush) ultra low flow toilets.
 3. All applicants for new service must show proof that the above approved devices are installed prior to connection to the systems.
- R. New Customer Services. Any dwelling within the service area of the Program shall be eligible for services, provided that all of the following conditions are met:
1. Facilities and resources are adequate to meet additional load;
 2. New customer agrees to adhere to this chapter;
 3. Approval by the Program; and
 4. Such connection is not prohibited by applicable regulations.
- S. Regulations and Policy.
1. Recommendation and Adoption. The Commission shall recommend regulations and adopt policies as needed to implement the provisions contained in this chapter. Any proposed regulation shall be submitted to the Tribal Council for adoption at least two weeks prior to its proposed effective date, provided however, that emergency regulations may be implemented and shall take effect immediately without prior Council review. Emergency regulations shall be presented to the Tribal Council within forty-eight (48) hours for adoption. Any emergency regulation may be earlier rescinded by the Tribal Council at its discretion.
 2. Suspension or Alteration. No policy duly adopted by the Commission shall be suspended or altered by any person without prior written authorization of the Commission.

(Res. 08-01 (part))

11.08.060 Customer Obligations.

- A. **Conditions for Service—Payments.** As a condition for receiving public utilities services from the Program, the customer agrees to comply with all provisions of this chapter and any regulations duly adopted by the Commission, as well as any other applicable Codes or regulations, including being current in the payment of all fees, penalties, costs, damages or other charges assessed by the Program.
- B. **Maintenance—Repairs—Liability.** The customer shall be responsible for maintaining and repairing water and sewer lines located on or in the customer's grounds, building or residence in compliance with applicable regulations. The customer shall notify the Program seventy-two (72) hours in advance of major maintenance or repairs planned for water or sewer lines. The customer shall permit the Program to inspect the work for compliance with applicable regulations. The customer shall be liable for any damage to the Program's lines, equipment or other property caused by the customer, his or her family, guests, tenants, agents, employees, contractors, licensees or other persons under the customer's control or authority.
- C. **Customer Termination of Service—Abandonment.** A customer planning to vacate any grounds, building or residence served by the Program shall notify the Program in writing one week prior to the date the customer plans to either vacate or terminate service, whichever is later. A customer who fails to give notice is responsible for all charges accrued up to one week after notice is received by the Program, or up until service is terminated, whichever comes first.
- D. **Grievances.**
 - 1. Any customer or applicant for utilities services, who is aggrieved by any action of the Program or the Utilities Commission, may file a grievance with the Commission.
 - 2. All decisions by the Commission on matters that have been submitted for grievance under the Program's grievance procedures shall be considered final. Final decisions of the Commission may be appealed by an aggrieved party only on the basis that the Program's grievance procedures were not followed, or that due process was denied.
- E. **Water Shortages.** During water shortages declared by the Utilities Commission, the customer shall limit the use of water according to allocations established by the Program.
- F. **Inspections.** The customer shall not unreasonably withhold permission for the Program to enter and inspect the Program's and customer's fixtures, lines and equipment when necessary to insure that they are operating in a manner that would not likely disrupt or interfere with utilities services. The customer shall be liable for any costs or related expenses caused by unreasonable withholding of permission.
- G. **Permits.** The customer shall obtain written permission from the Program prior to making any connection, reconnection with, disconnection from, or other private use of any Program water or sewer system, appurtenance, or other utilities service or facility. The customer shall obtain written permission from the Program prior to constructing any private water or sewer system, or other private utilities.
- H. **Cross-Connections.** The customer shall not make a cross-connection with the Tribal water supply. A cross-connection is defined as any physical connection between the Tribal public water system and another piping system, either water or waste. Any individual source must be totally disconnected from the household plumbing prior to connection to the Tribal public water supply. "Disconnection" done solely by a valve shall not be allowed.
- I. **Use of Sewage System.**
 - 1. **Authorized Disposal.** The customer shall use sewage collection, treatment and disposal systems only for the disposal of normal household wastewater including waste from toilet facilities, shower and bathing facilities, and kitchen facilities.

Title 11 BUILDINGS AND UTILITIES

2. Unauthorized Disposal. The customer shall not dispose of any material into the sanitary sewer which may cause the collection lines to become blocked or excessively loaded with solids, including but not limited to garbage, disposable diapers, sanitary napkins, paper material other than toilet paper, cigarette waste, cat litter, etc.
 3. Garbage Disposals. The installation of garbage disposal devices on the household waste plumbing is expressly prohibited.
- J. Hazardous Waste Disposal. No customer shall dispose of any toxic, radioactive or otherwise hazardous waste into any Program or private sanitary or storm sewage system. Hazardous and toxic wastes include but are not limited to: oil, pesticides, gasoline, organic solvents, paint, poisons, and other manufactured chemical compounds.

(Res. 08-01 (part))

11.08.070 Fee schedules and billing.

- A. Fee Schedule Establishment. The schedule of fees for public utilities services shall be set annually by the Commission. The fee schedule will be based on the estimated average costs for operation of all utilities services. The fee schedule shall include: a basic rate for all services, payment of which shall be required of each customer regardless of whether, or the extent to which, the customer uses any of the services; and, other fees, charges, penalties and assessments which the Commission is authorized to levy as provided under various sections of this chapter. The fee schedule may be adjusted as needed to meet utilities operating expenses.

The Commission may authorize incentives for pre-payment, such as: pay twelve (12) months in advance, get one month free; volunteer service in lieu of money; discount for on-time payment.

- B. Public Hearing. The Commission shall hold a public hearing whenever a new fee schedule is proposed for adoption. Ten (10) days in advance of the hearing, the proposed fee schedule shall be sent to each customer and shall be posted in appropriate places. Following the public hearing, the Commission shall set a fee schedule, taking into consideration comments received at the hearing.
- C. Notice to customers. A copy of the fee schedule adopted by the Commission shall be sent to each customer at least thirty (30) days prior to the date the established fees take effect.
- D. Billing Responsibility. The Program is responsible for billing customers for utilities services. The billing service, however, may be contracted to the Tribe, other agency or firm at the discretion of the Tribal Administration.
- E. Monthly Statement. Each month the Program shall mail to all utilities customers a statement detailing the following information:
1. The customer's name and account number;
 2. The types and levels of service used in the current month;
 3. The billed cost of the current month's service, plus an accounting of bills or charges past due;
 4. The date that payment is due;
 5. The location to mail or deliver payment.
- F. Due Date. The monthly date on which payment will be due shall be established by Commission regulation.
- G. Payments Past Due. Payments not received within ten (10) days after the established due date are considered past due. The Program shall issue a notice of payment past due to the customer, detailing the payment owed and the consequences for failure to pay. The notice shall be sent no later than the date the next billing is sent out.
- H. Delinquent Account. If the payment past due is not paid within ten (10) days after the next monthly due date, the account shall be declared delinquent.

Title 11 BUILDINGS AND UTILITIES

- I. Notice of Delinquency. The Program shall immediately notify the customer in writing once the account has been declared delinquent, and list the sanctions that may be imposed without further notice. Notice of delinquency shall be made by such means as to ensure the customer receives the notice.
- J. Advance Deposits. The Commission may require each new customer to pay an advance deposit equal in amount to the basic monthly rate fees for the first month of service, prior to receiving services. The deposits shall be retained by the Commission no longer than one year. The deposits, with interest compounded at passbook rates, shall be credited to the individual customer's utilities account balance at the end of the deposit period, providing that the customer's account is not delinquent and in arrears. Any remaining deposit funds will be credited to the customer's account.

(Res. 08-01 (part))

11.08.080 Enforcement—Penalties—Sanctions.

- A. Authority and Enforcement. The Utilities Commission is hereby authorized by the Tribal Council to collect established fees for service and to impose sanctions and penalties for non-payment. The Utilities Commission shall enforce its regulations, fee collections and provisions of this Chapter by shutting off water service of any and all violators and delinquent bill-payers, or imposing other penalties and sanctions as authorized.
- B. Attachment of Customer's Property. The Commission shall not seek to attach customer's property, nor seek to have fines assessed by Tribal Court, except in limited cases of blatant or continued abuses or destruction of property.
- C. Penalty Schedule. The Commission shall develop and adopt a penalty schedule, which outlines specific penalties, fines and assessments for violation and noncompliance with the provisions of this chapter. The penalty schedule shall be reviewed for appropriateness annually by the Commission.
- D. Sanctions Authorized. The following sanctions may be imposed by the Program for failure of the customer to comply with any provision(s) of this chapter or with any duly adopted regulation or policy of the Utilities Commission:
 - 1. Termination of service(s);
 - 2. Assessment of penalties based on a penalty schedule adopted by policy of the Utilities Commission;
 - 3. Assessment of late charges based on a schedule adopted by policy of the Utilities Commission;
 - 4. Assessment of damages resulting from the customer's noncompliance;
 - 5. Forfeiture of all or part of a deposit and any accumulated interest;
 - 6. Filing suit for damages in a court of competent jurisdiction; and
 - 7. Referring violations that may involve criminal conduct to the police or prosecutor.
- E. Sanctions Guidelines. The Program shall use the following guidelines when considering the appropriate sanction(s) to be imposed in any given case:
 - 1. Whether the sanction is required by the Ordinance or other applicable law, or whether imposition is discretionary;
 - 2. The minimum sanction needed to effect compliance;
 - 3. The irreparable harm to the customer and/or family if the sanction is imposed;
 - 4. The irreparable harm to operation of the Program, and to the Tribe, if the sanction is not imposed;
 - 5. The customer's past record of compliance or non-compliance, or good faith efforts to achieve compliance;

Title 11 BUILDINGS AND UTILITIES

6. The customer's statements or behavior indicating the likely success of a given sanction securing compliance;
7. The irreparable harm to other persons or property if the sanction is not imposed; and
8. The effectiveness of similar sanctions in securing compliance in other cases.

(Res. 08-01 (part))

11.08.090 Miscellaneous provisions.

- A. **Validity—Severability.** The invalidity of any section, clause, sentence or provision of this chapter shall not affect the validity of any part of this chapter that can be given effect without such invalid part or parts.
- B. **Amendments.** The Squaxin Island Tribal Council has the power to amend this chapter at any time. The Tribal Council shall act upon proposed amendments to this chapter, submitted for action by the Commission, by approval or disapproval of such proposed amendments.
- C. **Suspension of Chapter.** No employee, officer, contractor or agent of the Squaxin Island Tribe is authorized to suspend or alter any of the provisions of this chapter without the formal approval of the Squaxin Island Tribal Council unless a formal Tribal Emergency has been declared by appropriate authority.
- D. **Emergency Response Plan.** An Emergency Response Plan (ERP) shall be prepared and maintained by the Program and included as an appendix to the Tribe's Comprehensive Emergency Management Plan (CEMP). The ERP shall consist of a Vulnerability Assessment, Contingency Plan, and Emergency Response Procedures. The ERP shall include standard operating procedures, emergency alert rosters, lists of equipment supplies, technical representative, adjacent utilities, and special need customers (e.g. kidney dialysis users). Proper staffing, training and communications shall be maintained as well as maintenance of a suitable repair parts inventory.

(Res. 08-01 (part))

Chapter 11.12 RESERVED ⁽¹⁾

FOOTNOTE(S):

--- (1) ---

Editor's note— Res. No. 12-74, December 13, 2012, repealed Chapter 11.12, § 11.12.010, which pertained to a water code and derived from Res. No. 83-33. ([Back](#))

Chapter 11.16 BUILDING CODE

Sections:

[11.16.010 Purpose.](#)

[11.16.020 Scope of application; consent.](#)

[11.16.030 Definitions.](#)

[11.16.040 Building Codes adopted.](#)

[11.16.050 Amendments to the Tribal Building Code.](#)

[11.16.060 Code precedence.](#)

[11.16.070 Implementation and enforcement; appeals.](#)

[11.16.080 Violation and penalties.](#)

[11.16.090 Severability.](#)

[11.16.100 Effective date.](#)

11.16.010 Purpose.

There exists a need to provide minimum standards to safeguard life and limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location, and maintenance of all buildings and structures within the jurisdiction of the Squaxin Island Tribe.

(Res. 06-62 (part))

11.16.020 Scope of application; consent.

- A. Application. This chapter shall apply to the full extent of the sovereign jurisdiction of the Squaxin Island Tribe.
- B. Scope.
 - 1. This chapter shall apply to all structures and buildings constructed upon land within Indian country and on any trust or fee land owned by the Squaxin Island Tribe or any of its enterprises, whether constructed by the Squaxin Island Tribe, one or more of its enterprises, one or more individuals, or any other entity.
 - 2. This chapter shall also apply to any structures and buildings constructed by the Tribe or any of its enterprises on any lands, wherever situated, except where construction is permitted and inspected pursuant to local laws establishing standards at least as protective as those established by this chapter.
 - 3. This chapter shall not apply retroactively to any structures or buildings in existence on the effective date of this chapter, but modifications and maintenance of such structures and buildings must be in compliance with this chapter thereafter.
- C. Compliance. Compliance with this chapter is hereby made a condition of the use of any land or premises within the jurisdiction of the Squaxin Island Tribe.
- D. Deemed to Consent. Any person who resides, conducts business, engages in a business transaction, or otherwise engages in activities subject to the provisions of this chapter shall be deemed thereby to have consented to the following:
 - 1. To be bound by the terms of this chapter;
 - 2. To the exercise of civil jurisdiction by the Squaxin Island Tribe and the Squaxin Island Tribal Court over said person in administrative and legal actions arising pursuant to this chapter; and
 - 3. To detainment, service of summons and process, and search and seizure, in conjunction with administrative and legal actions arising pursuant to this chapter.

(Res. 06-62 (part))

11.16.030 Definitions.

For the purposes of this chapter, unless a different meaning is plainly required or otherwise specified:

"Includes" and "including" means includes but is not limited to.

"Indian country," consistent with the meaning given in 18 U.S.C. 1151, means:

1. All land within the limits of the Squaxin Island Indian Reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation; and
2. All Indian allotments or other lands held in trust for a Squaxin Island Tribal member or the Tribe, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

"Person" means and includes any natural individual, company, partnership, firm, joint venture, association, corporation, estate, trust, political entity, or other identifiable entity.

(Res. 06-62 (part))

11.16.040 Building Codes adopted.

Subject to the limitations on application and amendments contained in this chapter, the following codes are adopted by reference and made a part hereof as if fully set out in this chapter, and shall collectively be known as the Tribal Building Code:

- A. The following codes as adopted and amended from time to time by the state of Washington with any revisions or exceptions thereto adopted from time to time by the state of Washington:
 1. International Building Code, published by the International Code Council, Inc.;
 2. International Residential Code, published by the International Code Council, Inc.;
 3. International Mechanical Code, published by the International Code Council, Inc., except that the standards for liquefied petroleum gas installations shall be NFPA 58 (Storage and Handling of Liquefied Petroleum Gases) and ANSI Z223.1/NFPA 54 (National Fuel Gas Code);
 4. International Fire Code, published by the International Code Council, Inc., including those standards of the National Fire Protection Association specifically referenced in the International Fire Code, provided that notwithstanding any wording in this code, participants in religious ceremonies shall not be prohibited from carrying hand-held candles;
 5. The Uniform Plumbing Code and Uniform Plumbing Code Standards, published by the International Association of Plumbing and Mechanical Officials;
 6. The 2003 Washington State Ventilation and Indoor Air Quality Code at Chapter 51-13 of the Washington Administrative Code;
 7. The National Electrical Code;
 8. The International Fuel Gas Code, published by the International Code Council, Inc.;
 9. The rules and regulations adopted by the Washington State Building Council establishing standards for making buildings and facilities accessible to and usable by the physically handicapped or elderly persons;
 10. The Washington State Energy Code; and
 11. The Stormwater Management Manual for Western Washington as published by the Washington State Department of Ecology.

Title 11 BUILDINGS AND UTILITIES

- B. The 2003 version of the following codes:
 - 1. International Existing Building Code, published by the International Code Council, Inc.;
 - 2. International Property Maintenance Code, published by the International Code Council, Inc.

The codes and standards referenced in each of these codes shall be considered part of the requirements of this Building Code to the prescribed extent of each such reference.

(Res. 06-62 (part))

11.16.050 Amendments to the Tribal Building Code.

The following amendments and exceptions to the Tribal Building Code are adopted:

- A. Wherever a code adopted by reference names the jurisdiction adopting the code or includes a blank for the name of the jurisdiction adopting the code, the jurisdiction shall be the Squaxin Island Tribe.
- B. Neither the adoption of nor any provision included in the Tribal Building Code shall be construed to waive the sovereign immunity of the Squaxin Island Tribe, any of its incorporated or unincorporated divisions and enterprises, or their employees, agents, or representatives.
- C. Except as specifically stated herein, no federal, state or local law, including but not limited to case law, is hereby adopted notwithstanding the inclusion of any reference to such law in any code adopted by reference and made a part of the Tribal Building Code.
- D. The implementation and enforcement of the Tribal Building Code, including all fees and permit requirements, shall be as established in Section 11.16.070 of this chapter. Except as explicitly stated in that section, no departments or agencies shall be created and no duties shall be delegated pursuant to the terms of any code adopted by reference.
- E. Appeals and review shall be as established in Section 11.16.070 of this chapter. Neither the adoption of nor any provision included in the Tribal Building Code shall be construed to create a cause of action or remedy except as explicitly stated in Section 11.16.070 of this chapter.
- F. The minimum lot size for single-family detached housing shall be one-quarter of an acre.
- G. For single-family detached homes, the minimum square footage of living area, excluding stairways, outside walls and external storage areas shall be as follows:

Bedroom Size	Square Footage
Two bedroom	850
Three bedroom	1050
Four bedroom	1190
Five bedroom	1350
Six bedroom	1500

Title 11 BUILDINGS AND UTILITIES

(Res. 06-62 (part))

11.16.060 Code precedence.

- A. Where there is conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- B. Where, in any specific case, different sections of the Tribal Building Code specify different materials, methods of construction or other requirements, the most restrictive shall govern.
- C. Where there is a conflict between this chapter and any code adopted and incorporated herein by reference as part of the Tribal Building Code, the provisions of this chapter shall govern.
- D. In the case of conflict between the duct insulation requirements of the International Mechanical Code and the duct insulation requirements of the Energy Code, the Energy Code shall govern.

(Res. 06-62 (part))

11.16.070 Implementation and enforcement; appeals.

- A. Authority and Duties.
 - 1. Wherever any provision of the Tribal Building Code establishes authority or duties, those authorities and duties shall be held and exercised by the Squaxin Island Tribe's construction manager(s)/building inspector(s) or his/her designee, except that the Squaxin Island Tribe's Emergency and Safety Manager or his/her designee shall also have authority and duties to implement the Uniform Fire Code and Uniform Fire Code Standards, the Property Maintenance Code, and Access Standards as they apply to structures occupied on the effective date of this chapter and to structures approved for occupancy by the construction manager/building inspector after the effective date of this chapter.
 - 2. Whenever any code adopted by reference as part of the Tribal Building Code assigns rulemaking authority or authority to establish fees, those authorities shall be subject to review and approval by the Tribal Council.
 - 3. Except as otherwise explicitly stated in subsection A of this section, no agency or department shall be created, and no official shall be appointed, pursuant to any code adopted by reference as part of the Tribal Building Code.
- B. Liability. Any tribal employee, officer, or other individual charged with the implementation and enforcement of the Tribal Building Code, while acting on behalf of the Squaxin Island Tribe, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of an act required or permitted in the discharge of official duties. Any suit instituted against any such individual because of any act or omission in the lawful discharge of duties and under the provisions of this code shall be defended by the legal representative of the Tribe until the final termination of the proceedings. The individual shall not be liable for costs in any action, suit, or proceeding that is instituted in pursuance of the provisions of this code; and any such individual, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.
- C. Appeals.
 - 1. By Departments, Unincorporated Enterprises and Divisions, Corporations or other entities owned and operated by the Squaxin Island Tribe.
 - a. Wherever any provision of the Tribal Building Code allows appeal of a decision or action, such appeal shall be made to the Squaxin Island Tribe Executive Director, in writing, within five working days of the date of the decision or action complained of. The appeal shall clearly describe the action or decision complained of and shall identify the Building Code

Title 11 BUILDINGS AND UTILITIES

section(s) violated by the decision or action. The Executive Director shall uphold the decision or action unless he or she finds that it violated a provision of the Building Code. The Executive Director shall issue his/her decision in writing, as soon as possible after reviewing all relevant materials and information.

- b. As to appeals by departments, unincorporated enterprises and divisions, corporations, or other entities owned and operated by the Squaxin Island Tribe, the decision of the Executive Director shall be final and may not be further appealed.
2. By Individuals or Non-Tribal Entities.
- a. Wherever any provision of the Tribal Building Code allows appeal of a decision or action, such appeal shall be made to the Squaxin Island Tribe Executive Director, in writing, within five working days of the date of the decision or action complained of. The appeal shall clearly describe the action or decision complained of and shall identify the Building Code section(s) violated by the decision or action. The Executive Director shall uphold the decision or action unless he or she finds that it violated a provision of the Building Code. The Executive Director shall issue his/her decision in writing, as soon as possible after reviewing all relevant materials and information.
 - b. As to appeals by individuals or non-Tribal entities, the decision of the Executive Director may be further appealed to a third-party arbitrator retained by the Tribe to provide such service. The appeal shall be made, in writing, within five working days of the date of the Executive Director's written decision. The arbitrator shall be an individual with sufficient expertise in construction and the applicable Building Code provisions to provide an expert review. The appeal shall clearly describe the action or decision complained of and shall identify the Building Code section(s) violated by the decision or action. The arbitrator shall uphold the decision or action unless he or she finds that it violated a provision of the Building Code. The decision of the arbitrator shall be final and may not be further appealed.

(Res. 06-62 (part))

11.16.080 Violation and penalties.

- A. The building inspector(s)/construction manager(s) and the emergency and safety manager may issue a stop work order or a notice of violation, or take other action necessary to prevent the continued violation of this chapter. The stop work order or notice of violation shall be posted on the structure or at the construction site and may not be removed except by the Tribal official who placed it thereon.
- B. It is unlawful for any person to erect, construct, materially alter or improve, or maintain any building or structure or cause or permit the same to be done in violation of this chapter, or to violate a stop work order or the conditions of a notice of violation issued pursuant to this chapter.
- C. The Tribe may impose reasonable penalties, not to exceed one thousand dollars (\$1,000.00) per occurrence or per day for the knowing violation of this chapter in the absence of a stop work order or notice of violation. The penalties shall be paid by the individual or entity actually violating the chapter, not by the individual or entity at whose request the work is being done, unless the requesting individual or entity knowingly requests that action be taken in violation of this chapter.
- D. The Tribe may impose reasonable penalties, not to exceed five thousand dollars (\$5,000.00) per day, for the violation of a stop work order or conditions of a notice of violation issued pursuant to this chapter. The penalties shall be paid by the individual or entity actually violating the stop work order or conditions of a notice of violation, not by the individual or entity at whose request the work is being done, unless the requesting individual or entity knowingly requests that the action be taken in violation of a stop work order or notice of violation.

- E. Where the individual or entity liable for any penalty under this section is performing work for which it will be paid by the Squaxin Island Tribe or any of its departments, unincorporated enterprises and divisions, corporations or other entities owned and operated by the Tribe (collectively, the "Tribe"), such penalties shall not be charged to the Tribe and may be withheld from payments due from the Tribe if not promptly paid by the liable individual or entity.

(Res. 06-62 (part))

11.16.090 Severability.

If any provision of this chapter, or its application to any person or circumstance is held invalid, the remainder of the chapter, or the application of the provision to other persons or circumstances, is not affected.

(Res. 06-62 (part))

11.16.100 Effective date.

This chapter shall be effective immediately upon adoption by the Squaxin Island Tribal Council. Nothing in this chapter shall be construed to affect any suit or proceeding pending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed; nor shall any just or legal right or remedy of any character existing on the effective date of this chapter be lost, impaired, or affected by this chapter.

(Res. 06-62 (part))

Chapter 11.20 HOUSING CODE

Sections:

Article I. - General Provisions

Article II. - Establishment of Housing Program

Article III. - Landlord/Tenant Responsibilities and Remedies

Article IV. - Grounds for Eviction/Notice to Quit/ Pre-Eviction Options

Article V. - Judicial Eviction Procedures

Article VI. - Mortgage and Foreclosure

Article VII. - Occupancy, Ownership and Transfer of Residences

Article VIII. - Miscellaneous Provisions

Article I. General Provisions

[11.20.010 Applicability.](#)

[11.20.020 Jurisdiction.](#)

[11.20.030 Purposes and interpretation.](#)

[11.20.040 Relation to other laws.](#)

[11.20.050 Definitions.](#)

11.20.010 Applicability.

The following title shall hereinafter be referred to as the "Housing Code." It shall apply to any and all arrangements, formal or informal, written or agreed to orally or by the practice of the parties, in selling, buying, renting, leasing, occupying, or using any and all housing, dwellings, or accommodations for human occupation and residence. It shall also apply to any and all mortgages, leasehold mortgages and agreements to secure an interest in a building.

The following arrangements are not governed by this code:

- A. Residence at an institution, public or private, if incidental to detention or the provision of medical, geriatric, educational, counseling, religious, or similar service; or
- B. Occupancy in a hotel, motel, or other commercial lodging.

(Res. 06-26A (part))

11.20.020 Jurisdiction.

- A. Jurisdiction is extended over all buildings and lands intended for human dwelling, occupation or residence which may lie within the Indian country of the Tribe or any other lands owned or leased by the Tribe or any of its wholly owned entities.
- B. Jurisdiction is extended over all persons or entities within the jurisdiction of the Tribe who own, sell, rent, lease, or allow persons to occupy housing, dwellings, or accommodations for the purpose of human dwelling, occupation, or residence, and all persons who own, rent, lease, or occupy such structures. Such personal jurisdiction is extended over all persons and entities, whether or not they are members of the Tribe, whether they are Indian or non-Indian, and whether they have a place of business within the jurisdiction of the Tribe. Any act within the jurisdiction of the Tribe dealing with the subject matter of this code shall be subject to the jurisdiction of the Tribe.
- C. Jurisdiction over all matters arising within the jurisdiction of the Tribe with respect to the subjects of this code, and jurisdiction with respect to any person or entity acting or causing actions which arise under this code shall be exercised by the Tribal Court.

(Res. 07-31 § 78: Res. 06-26A (part))

11.20.030 Purposes and interpretation.

This code shall be interpreted and construed to fulfill the following purposes:

- A. To simplify the law governing the occupation of dwelling units, and to protect the rights of landlords and tenants;
- B. To preserve the peace, harmony, safety, health and general welfare of the people of the Tribe and those permitted to enter or reside within the Tribe's jurisdiction;
- C. To provide eviction procedures and to require landlords to use those procedures when evicting tenants;
- D. To encourage landlords and tenants to maintain and improve dwellings within the jurisdiction of the Tribe in order to improve the quality of housing as a tribal resource;
- E. To simplify the law governing the rights, obligations, and remedies of the owners, sellers, buyers, lessors, and lessees, of buildings;

Title 11 BUILDINGS AND UTILITIES

- F. To avail the Tribe, tribal entities, and tribal members of financing for the construction and/or purchase of family residences on trust land within the jurisdiction of the Tribe by prescribing procedures for the recording, priority and foreclosure of mortgages given to secure loans made by or through any government agency or lending institution;
- G. To establish laws and procedures which are necessary in order to obtain governmental funding for tribal housing programs or loan guarantees for private or tribal housing construction, purchase, or renovation.

(Res. 07-31 §§ 79, 80; Res. 06-26A (part))

11.20.040 Relation to other laws.

- A. **Applicable Law.** Unless affected or displaced by this code, other principles of tribal law, the common law of the Tribe, and tribal customs and traditions are applicable. The general principles of law of any other Tribe or the state of Washington may be used as a guide to assist in the interpretation of this code.
- B. **Conflicts with Other Laws.**
 - 1. **Tribal Laws.** To the extent that this code may conflict with tribal laws or ordinances which have been enacted to comply with statutes or regulations of any agency of the United States, such tribal laws or ordinances shall govern over the provisions of this code if it has specific applicability and it is clearly in conflict with the provisions of this code.
 - 2. **Federal Laws.** Where a conflict may appear between this code and any statute, regulation, or agreement of the United States, the federal law shall govern if it has specific applicability and if it is clearly in conflict with the provisions of this code.
 - 3. **State Laws.** To the extent that the laws of any state may be applicable to the subject matter of this code, such laws shall be read to be advisory and not directly binding and shall not govern the relations of the parties.

(Res. 06-26A (part))

11.20.050 Definitions.

As used in this code, the following words will have the meanings given them in this section unless the context plainly requires otherwise:

"Action, suit or lawsuit, claim, complaint or defense" means and includes any dispute between persons or entities which relates to the sale, rental, use or occupancy of any housing, dwelling, or accommodation for human occupancy, including claims for the payment of monies for such housing, dwellings or accommodations, damages to such units, condition of such units or the relationships between owners and occupiers of such units, including the right to occupy them.

"Adult person" is any person eighteen (18) years of age or older.

"Borrower/mortgagor" is the Tribe, tribal agency, individual (Indian or non-Indian), or their respective heir(s), successor(s), executor(s), administrator(s), or assign(s) who has executed a mortgage or leasehold mortgage as defined in this code.

"Building" is a structure, and any appurtenances or additions thereto, designed for habitation, shelter, storage and the like.

"Building or housing codes" are any law, ordinance, or governmental regulation of the Tribe or an agency of the United States which deals with fitness for habitation, health conditions, or the safety, construction, maintenance, operation, occupancy, use, or appearance of any dwelling unit.

"Dwelling unit" is a house or building or portion thereof which is rented or leased as a home or residence by any person, not including public transient accommodation, such as hotel rooms.

Title 11 BUILDINGS AND UTILITIES

"Guest" is any person, other than the tenant, in or around a dwelling unit with the permission and consent of the tenant.

He/His. The use of "he/his" means he or she, his or her, and the singular includes the plural.

"Housing Program" is a program of the Tribe designed to provide housing and housing services to Indian families and individuals.

"Indian" is any person recognized as being an Indian or Alaska Native by any Tribe, or by the government of the United States.

"Indian country," consistent with the meaning given in 18 U.S.C. 1151 means:

1. All land within the limits of the Squaxin Island Indian Reservation under the jurisdiction of the United States government, notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation; and
2. All Indian allotments or other lands held in trust for a Squaxin Island Tribal member or the Tribe, the Indian titles to which have not been extinguished, including rights-of-way running through the same.

"Landlord" can be the Tribe, SITUC, the Office of Housing, a person, entity or federal government agency which is the owner, lessor, or sublessor of a real property or a dwelling unit intended for the use of tenants.

"Lease" is an agreement, written or oral, as well as valid rules and regulations, regarding the terms and conditions of the use and occupancy of real property, dwelling unit, building, or premises, including a lease-to-purchase agreement, and a lease with option to purchase.

"Leasehold mortgage" is the mortgage of a lease of property given to secure a loan and entered between a borrower/mortgagor and a lender/mortgagee.

"Lender designated assignee" any lender as defined in the code may assign or transfer its interest in a mortgage or lease and/or leasehold mortgage to a designated assignee. If the mortgage or lease and/or leasehold mortgage falls under a federal agency homebuyer program or federal agency loan guarantee program, the lender must seek written approval from the Tribe of a proposed designated assignee any time prior to such assignment, transfer or assumption, except where the U.S. government and federal agencies guaranteeing or insuring the mortgage or leasehold mortgage acts as a lender designated assignee.

"Lender/mortgagee" is any private lending institution primarily established to loan funds and not to invest in or purchase properties, the Tribe or a tribal agency, or a U.S. government agency which loans money, guarantees or insures loans to a borrower for construction, acquisition, or rehabilitation of a home. It is also any lender designated assignee(s) or successor(s) of such lender/mortgagee.

"Lessee" is a tenant of a dwelling unit, user and/or occupier of real property, or the homebuyer under any federal mortgage program including the Mutual Help program. The lessee may, for purposes of federal agency home mortgage programs, be SITHUC or the Office of Housing.

"Lessor" is the legal, beneficial, or equitable owner of property under a lease. Lessor may also include the heir(s), successor(s), executor(s), administrator(s), or assign(s) of the lessor.

"Mobilehome" is a structure designed for human habitation and for being moved on a street or highway. Mobilehome includes pre-fab, modular and manufactured homes. Mobilehome does not include a recreational vehicle or a commercial coach.

"Mortgage" is a lien as is commonly given to secure advances on, or the unpaid purchase price of a building or land, and may refer both to a security instrument creating a lien, whether called a mortgage, leasehold mortgage, deed of trust, security deed, or other term, as well as the credit instrument, or note, secured thereby.

"Mortgage foreclosure proceeding" is a proceeding:

Title 11 BUILDINGS AND UTILITIES

1. To foreclose the interest of the borrower(s)/mortgagor(s), and each person or entity claiming through the borrower(s)/mortgagor(s), in real property, a building, or in the case of a leasehold mortgage, a lease for which a mortgage has been given; and
2. To assign where appropriate the borrower(s)/mortgagor(s) interest to a designated assignee.

Mortgagee/Lender. See "Lender/mortgagee."

Mortgagor/Borrower. See "Borrower/mortgagor."

"Nuisance" is the maintenance or allowance on real property of a condition which one has the ability to control and which unreasonably threatens the health or safety of the public or neighboring land users or unreasonably and substantially interferes with the ability of neighboring property users to enjoy the reasonable use and occupancy of their property.

"Office of Housing" is the Squaxin Island Tribe agency responsible for the administration of the Housing Program.

"Owner" is any person or entity jointly or individually having legal title to all or part of land or a dwelling, including the legal right to own, manage, use, or control a dwelling unit under a mortgage, long-term lease, or any other security arrangement.

"Person" means and includes the Tribe, SITHUC, the Office of Housing, an individual or organization, and where the meaning of a portion of this code requires, it means a public agency, corporation, partnership, or any other entity.

"Premises" is a dwelling unit and the structure of which it is a part, and all facilities and areas connected with it, including grounds, common areas, and facilities intended for the use of tenants or the use of which is promised for tenants.

"Rent" is all periodic payments to be made to a landlord or lessor under a lease.

Rental Agreement. See "Lease."

"Reservation" is the Squaxin Island Reservation in the state of Washington.

"Shall," for the purposes of this code, will be defined as, mandatory or must.

"Subordinate lienholder" is the holder of any lien, including a subsequent mortgage, perfected subsequent to the recording of a mortgage under this code, except the Tribe shall not be considered a subordinate lienholder with respect to any claim regarding a tribal tax on real property.

"Tenant" is the lessee(s), sublessee(s), or person(s) entitled under a lease, lease with option to purchase, or Mutual Help Occupancy Agreement to occupy a dwelling unit, or real property, to the exclusion of others.

The "territorial jurisdiction," or the "jurisdiction" of the Tribe shall include Indian country and all lands owned, leased, occupied, or otherwise controlled by the Tribe or any of its wholly owned entities.

"Tribal Court" is the Court as established by the laws of this Tribe or such body as may now or hereafter be authorized by the laws of the Tribe to exercise the powers and functions of a Court of law.

"Tribal Recording Clerk" is the archives and record clerk or such other person designated by the Tribe to perform the recording functions required by this document or any deputy or designee of such person.

"Tribe" is the Squaxin Island Tribe.

"Waste" means the spoilage or neglect of real property, or any buildings or improvements thereon, which results or likely will result in the loss or destruction of such real property, buildings or improvements thereon.

(Res. 07-31 §§ 81, 82; Res. 06-26A (part))

Article II. Establishment of Housing Program

[11.20.060 Establishment of Housing Program.](#)

11.20.060 Establishment of Housing Program.

There is hereby established the Squaxin Island Tribe Housing Program having the responsibility for providing housing and housing services to low and moderate income Indian families and individuals. The Office of Housing shall be responsible for all matters relating to the management and administration of the Housing Program.

(Res. 06-26A (part))

Article III. Landlord/Tenant Responsibilities and Remedies

[11.20.070 Rental agreements.](#)

[11.20.080 Rules and regulations.](#)

[11.20.090 Landlord responsibilities.](#)

[11.20.100 Tenant responsibilities.](#)

[11.20.110 Tenant remedies.](#)

[11.20.120 Landlord remedies.](#)

[11.20.130 Abandoned dwelling units.](#)

11.20.070 Rental agreements.

- A. Effect of Rental Agreements. This section applies to all Mutual Help and Occupancy Agreements, Lease Agreements, Lease with Option to Purchase Agreements, and Residential Sub-Leases (collectively referred to as rental agreements), and establishes the minimum rights and responsibilities of landlords and tenants. Unless inconsistent therewith, rental agreements may supplement these minimum rights and responsibilities.
- B. Terms Prohibited in Rental Agreements. No rental agreement shall provide that the tenant agrees: (1) to waive or forfeit his rights or remedies under this code or any other applicable laws as identified in Section 11.20.040; (2) to exculpate or limit the liability of the landlord or to indemnify the landlord for that liability or the costs connected therewith; (3) to permit the landlord to dispossess him without resort to court order; or (4) to pay a late charge prior to the expiration of the grace period set forth in Section 11.20.040(A). A provision prohibited by this subsection shall be unenforceable.
- C. Term of Tenancy. In the absence of a definite term in the rental agreement, the tenancy shall be month-to-month.
- D. Payment of Rent. In the absence of definite terms in the rental agreement, rent is payable at the Office of Housing. In the absence of definite terms in the rental agreement, the amount of rent shall be the fair market value of the rental unit.

(Res. 06-26A (part))

11.20.080 Rules and regulations.

- A. The landlord may promulgate reasonable rules and regulations regarding the use and occupancy of the dwelling unit. The rules and regulations shall be in the form of policies, and they shall include, but not be limited to, the Eligibility, Admission and Occupancy Policy (EAOP), the Payments and Rents Policy (PRP), the Rent Collections Policy (RCP), the Maintenance Policy (MP), the Mutual Help Agreement Policy (MHAP) and the Monthly Equity Payment Account Policy (MEPAP). The landlord may amend or modify existing policies from time to time, or create new policies.
- B. The EAOP, RCP, PRP, MP, MHAP, MEPAP, and all other policies properly adopted in the future, are by reference incorporated herein and shall be considered a part of the Housing Code. All policies are enforceable against tenants. A violation of a policy shall be considered a substantial breach of the rental agreement and grounds for termination of that agreement. Tenants shall be provided copies of all policies when entering a rental agreement. In addition, within fifteen (15) days of its adoption, tenants shall be provided a copy of any newly created or amended policy.

(Res. 06-26A (part))

11.20.090 Landlord responsibilities.

Except as otherwise provided in a rental agreement, each landlord subject to the provisions of this code shall:

- A. Maintain the premises in a decent, safe, and sanitary condition;
- B. Comply with applicable building and housing codes;
- C. Make all necessary repairs to put and maintain the premises in a fit and habitable condition, except where the premises are intentionally rendered unfit or uninhabitable by the tenant or tenant's guests, in which case such duty shall be the responsibility of the tenant;
- D. Keep common areas clean, safe, and secure;
- E. Ensure tenant access to the premises;
- F. Maintain in good condition and safe working order all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances, unless the malfunction or damage to such things are the result of tenant's (or tenant guests) negligence or misconduct, in which case such duty shall be the responsibility of the tenant;
- G. Provide and maintain proper and appropriate receptacles and facilities for the disposal of ashes, garbage, rubbish, and other waste;
- H. Provide running water, hot water, and heat in accordance with applicable building and housing codes, except to the extent the tenant is required to do so;
- I. Guarantee the right of quiet enjoyment of the premises to the tenant and insure that the conduct of other tenants, their guests, and other persons on the premises does not cause a nuisance, endangerment of public health and safety, breach of peace, or interference with the quiet enjoyment of the tenant;
- J. Give sole possession of the premises to the tenant in accordance with the rental agreement and refrain from: (1) entering the unit, except as authorized by this code and adopted policies; (2) harassing or physically assaulting the tenant or tenant's guests in or around the premises; or (3) locking the tenant out of his dwelling unit without the tenant's consent;
- K. Disclose, in writing, the name, address, and telephone number of the person responsible for receiving rent, notices and demands under this code, the person authorized to manage the premises, the owner of the premises or his agent, and the person responsible for making repairs, where they are required.

(Res. 06-26A (part))

11.20.100 Tenant responsibilities.

Except as otherwise provided in a rental agreement, each tenant subject to the provisions of this code shall:

- A. Pay rent without demand or notice at the time and place agreed upon by the parties;
- B. Immediately notify the landlord of any defects in the premises hazardous to life, health, or safety;
- C. Keep the premises reasonably clean and dispose of all ashes, garbage, rubbish, junk, and abandoned vehicles in a proper, sanitary, and safe manner;
- D. Use all electrical, plumbing, sanitary, heating, ventilating, air-conditioning, and other facilities and appliances which are part of the premises, in a proper, safe, sanitary, and reasonable manner;
- E. Refrain from destroying, defacing, damaging, or removing any part of the premises, or common areas, and to require guests to act in like manner;
- F. Pay reasonable charges for the repair of damages, other than normal wear and tear, to the premises, or common areas caused by the tenant or his guests, or to repair such damages as required under any written agreement, within thirty (30) calendar days of such damage;
- G. Conduct themselves, and require their guests to conduct themselves, in a manner which does not disturb the quiet enjoyment of others or cause a breach of the peace;
- H. Not give up the premises to others, assign or sublease the premises to others, whether orally or in writing, without the written permission of the landlord;
- I. Unless otherwise approved by the Office of Housing, any individual leasing a residence, or homebuyers under a Mutual Help Agreement, shall occupy and maintain it solely for residential purposes and as their primary residence, which for purposes herein shall mean the lessee or homebuyer dwells, resides and continuously occupies the premises a minimum of twenty (20) days per month, with allowances given for vacations (up to thirty (30) days) or work related absences. The primary residence restriction shall not apply to owner-occupied residences;
- J. Commercial use and/or residence based businesses of any kind are prohibited unless approved in writing by landlord;
- K. Except for owner-occupied premises, allow only those who are authorized by the Office of Housing to reside or occupy the premises with tenant;
- L. Abide by all policies promulgated by the landlord in accordance with Section 11.20.080 of this code;
- M. Provide the landlord access to the premises to perform maintenance and repairs, inspect the premises, supply necessary or agreed services, or show the premises to prospective buyers or tenants, provided that such access shall be at reasonable times when the tenant is present, and upon reasonable written or oral notice from the landlord, except in emergency situations where the health, safety or welfare of the tenant or others are in immediate danger, or where the tenant consents. No tenant who unreasonably denies access to a landlord for these purposes may pursue an action or grievance on the grounds that any services or repairs were not provided;
- N. Remove any and all personal property from the premises on or before tenant either vacates the premises, or tenant's rights and access to the premises have been terminated. After tenant has either vacated the premises or tenant's rights and access to the premises have been terminated, landlord shall be entitled to remove, store and otherwise dispose of tenant's personal property consistent with Section 11.20.320 of this chapter.

(Res. 06-26A (part))

(Res. No. 09-87, 9-24-09)

11.20.110 Tenant remedies.

Where a landlord has not complied with this code or the agreement of the parties, the tenant has the following rights:

- A. To give reasonable written notice to the landlord to comply with his obligations, demand repairs which are the responsibility of the landlord, or terminate the agreement under which the tenant occupies the premises.
- B. To require repairs or maintenance which are the responsibility of the landlord.
- C. Should landlord fail to make repairs, as duly noticed by tenant, within a reasonable time, tenant may make necessary repairs and deduct cost from the rent payment.
- D. Institute an action in Tribal Court seeking an order or judgment for the payment of monies or costs, compliance with the agreements and obligations of landlords, terminate an agreement, pay damages, or any other relief to which tenant may be entitled by law or the agreement of the parties.

(Res. 06-26A (part))

11.20.120 Landlord remedies.

Where a tenant has not complied with this code or the agreement of the parties, the landlord has the right to:

- A. Give written notice to the tenant: to comply with tenant's obligations, pay any monies due and owing under the rental agreement of the parties, or landlord has the right to terminate the rental and remove tenant from the premises.
- B. Require repairs or maintenance which are the responsibility of the tenant be made, or compliance with reasonable rules and regulations for occupancy.
- C. Institute an action in Tribal Court seeking an order or judgment for the payment of monies or costs, for compliance with the agreements and obligations of tenants, for termination of an agreement, payment of damages, eviction of tenants, or any other relief to which he may be entitled by law or the agreement of the parties.

(Res. 06-26A (part))

11.20.130 Abandoned dwelling units.

Where a premises, other than an owner-occupied premises, has been abandoned by the tenant, the landlord, without further notice to the tenant, may post a notice on the premises stating the landlord intends to take possession ten (10) days from date of posting. A premises, other than an owner-occupied premises, shall be considered abandoned when the tenant vacates the premises without notice to the landlord and engages in any one of the following: (1) removes substantially all of tenant's possessions from the premises; or (2) nonpayment of rent for two or more consecutive months; or (3) termination of tenant's water or electrical utility service for more than a month; or (4) an express statement by the tenant that he or she does not intend to occupy the premises after a specified date. Landlord need not comply with formal eviction procedures (Article IV of this chapter) to obtain possession of an abandoned dwelling, and shall follow the provisions of Section 11.20.320 of this chapter, in regards to the disposition of any of tenant's personal property.

(Res. 06-26A (part))

Article IV. Grounds for Eviction/Notice to Quit/ Pre-Eviction Options

[11.20.140 Grounds for eviction.](#)

[11.20.150 Notice to quit requirements.](#)

[11.20.160 Serving the notice to quit.](#)

[11.20.170 Pre-eviction options.](#)

11.20.140 Grounds for eviction.

A tenant may be evicted for:

- A. Nonpayment of rent under a rental agreement (Lease Agreement, Lease with Option to Purchase Agreement, Mutual Help Occupancy Agreement, or Residential Sub-Lease) when such payments are not made after ten (10) calendar days of the agreement date of payment, or ten (10) calendar days following the first day of the month in a month-to-month tenancy.
- B. Any arrearage in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more. The receipt by a landlord of partial payments under an agreement shall not excuse the payment of any balance due upon demand.
- C. Nuisance, property damage, or destruction, injuries to the property, person, or peace of other tenants, or injuries or damage to common areas and property.
- D. Unless otherwise provided for in a rental agreement, two or more violations, within any six-month period, of the terms of a rental agreement, the provisions of any policies adopted pursuant to Section 11.20.080 of this chapter, or the provisions of this code.
- E. Occupation of any premises without permission or agreement, following any reasonable demand by a person in authority over the premises to leave.
- F. Engaging, participating or allowing illegal activities to occur on the premises, including, but not limited to, activities relating to drugs, assault, or the use of firearms.

(Res. 06-26A (part))

11.20.150 Notice to quit requirements.

- A. When Notice to Quit is Required. When a landlord desires to obtain possession of a premises or dwelling unit, and when there exists one or more legally cognizable reasons to evict the tenant as set forth in Section 11.20.140, the landlord shall give notice to the tenant to quit possession of such premises or dwelling unit according to the provisions of this chapter.
- B. Purpose of Notice to Quit. The purpose of the notice to quit is to provide advance notice to the tenant of a specific problem which needs to be addressed. It is also intended to induce the tenant to enter into discussions with the landlord in order to resolve the problem.
- C. Statement of Grounds for Eviction Required. The notice to quit shall be addressed to the tenant of the premises or dwelling unit and shall state the legally cognizable reason(s) for termination of the tenancy and the date by which the tenant is required to quit possession of the dwelling unit.
- D. Form of Notice. The notice shall be in writing substantially in the following form: "I (or we) hereby give you notice that you are to quit possession or occupancy of the dwelling unit now occupied by you at (here insert the address or other reasonable description of the location of the dwelling unit), on or before the (here insert the date) for the following reason (here insert the legally cognizable reason or reasons for the notice to quit possession using the statutory language or words of similar

import). Signed, (here insert the signature, name and address of the landlord, as well as the date and place of signing)."

- E. Time Requirements for Notice. The notice must be delivered within the following periods of time:
1. No less than seven calendar days prior to the date to quit specified in the notice for any failure to pay rent or other payments required by the agreement.
 2. No less than three calendar days prior to the date to quit specified in the notice for nuisance, serious injury to property, or injury to persons.
 3. In situations in which there is an emergency, such as a fire or condition making the dwelling unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety, the notice may be made in a period of time which is reasonable, given the situation.
 4. No less than fourteen (14) calendar days in all other situations.

(Res. 06-26A (part))

11.20.160 Serving the notice to quit.

Any notice to quit must be in writing, and must be delivered to the tenant in the following manner:

- A. Delivery must be made by an adult person;
- B. Delivery will be effective when it is:
1. Personally delivered to a tenant, provided tenant resides on the reservation, with a copy sent by regular and certified mail, return receipt requested,
 2. Personally delivered to an adult living in the premises with a copy sent by regular and certified mail, return receipt requested, or
 3. Personally delivered to an adult agent or employee of the tenant with a copy sent by regular and certified mail, return receipt requested.
- C. If the notice cannot be given by means of personal delivery because the tenant does not reside on the reservation, or tenant cannot be found, the notice may be delivered by means of:
1. Certified mail, return receipt requested, at the last known address of the tenant, or
 2. Securely taping a copy of the notice to the main entry door of the premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store, or other commonly-frequented place and by sending a copy first class mail, postage prepaid, addressed to the tenant at the premises.
- D. 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.

(Res. 06-26A (part))

11.20.170 Pre-eviction options.

After a notice to quit is served upon a tenant the landlord and tenant may engage in discussions to avoid a proceeding to evict and to settle the issues between the parties. By entering such discussions, neither party is waiving any rights they may have in either pursuing or defending against a judicial eviction, and the nature and content of the discussions shall not be introduced as evidence in any judicial eviction proceeding.

(Res. 06-26A (part))

Article V. Judicial Eviction Procedures

[11.20.180 Summons and complaint.](#)

[11.20.190 Action upon filing complaint.](#)

[11.20.200 Commencement of proceedings.](#)

[11.20.210 Defenses.](#)

[11.20.220 Discovery and prehearing proceedings.](#)

[11.20.230 Evidence.](#)

[11.20.240 Burden of proof.](#)

[11.20.250 Judgment.](#)

[11.20.260 Form of judgment.](#)

[11.20.270 Execution of judgment.](#)

[11.20.280 Stay of execution.](#)

[11.20.290 Appeals.](#)

[11.20.300 Miscellaneous complaints and claims.](#)

[11.20.310 Notice to leave the premises.](#)

[11.20.320 Forcible eviction.](#)

[11.20.330 No self-help eviction.](#)

[11.20.340 Security deposits.](#)

11.20.180 Summons and complaint.

If, after the date set forth in the notice to quit for the tenant to quit possession of the dwelling unit, the tenant has not quit possession, the landlord may file a complaint in the Tribal Court for eviction and such other relief as the Court may deem just and proper. The complaint shall state:

- A. The names of the adult tenant(s) against whom the suit is brought;
- B. A description of the rental agreement, if any;
- C. The address or reasonable description of the location of the premises;
- D. The grounds for eviction;
- E. A statement showing that the notice to quit and any required termination notices have been served in accordance with this code or other applicable law;
- F. A statement of the relief demanded, including any claim(s) for possession of the dwelling unit, damages, fees, costs, or other special relief; and
- G. If the landlord is the Office of Housing, a statement that the Office of Housing has complied with all required regulatory processes prior to filing the eviction action.

(Res. 06-26A (part))

11.20.190 Action upon filing complaint.

When a complaint is filed in the Tribal Court, it shall be immediately presented to a Tribal Court Judge. This shall be on the date of filing, or, if no judge is present, on the first regular Court day after filing or when a judge may first be found. The judge shall review the complaint and shall, if it appears to be in compliance with Section 11.20.180 and served as set forth in Section 11.20.160, issue an order of the Court requiring the defendant named in the complaint to appear before the Court on a certain date to contest the complaint. The date for appearance for answering the complaint shall be no less than three calendar days after the date of the order in matters involving serious nuisance or ten (10) calendar days in all other cases.

(Res. 06-26A (part))

11.20.200 Commencement of proceedings.

- A. If the tenant appears before the Court in person or in writing to test the complaint (first appearance date), the Court shall set a hearing date. Any written response shall state any defenses or factual disputes and where any defendant appears in person, a written response shall be served upon the plaintiff within five calendar days of the first appearance date, excluding weekends and holidays.
- B. The Court shall set a hearing date which is no more than fifteen (15) calendar days following the first appearance date, except when the hearing date would fall on a weekend or holiday, and in such a situation on the first regular Court day following that date.
- C. A defendant may, for good cause shown, and upon the payment of a reasonable sum for the fair rental value of the premises between the date on which the complaint was filed and the date of hearing, obtain an extension of time, beyond the fifteen (15) day period. The Court may refuse to extend the date of hearing where the complaint is based upon nuisance or injuries provided in Section 11.20.140(C), and shall not extend the date of hearing where the complaint is based upon conduct which is alleged to constitute a serious danger to public health, safety, or peace.
- D. The Court may in its discretion on motion from the landlord order the tenant to pay into the Court rents for the use and occupancy during the pendency of the eviction case.

(Res. 06-26A (part))

11.20.210 Defenses.

- A. The Court shall grant the remedies allowed in this code, unless it appears by the evidence that:
 - 1. The premises are untenable, uninhabitable, or constitute a situation where there is a constructive eviction of the tenant, in that the premises are in such a condition, due to the fault of the landlord, that they constitute a real and serious hazard to human health and safety and not a mere inconvenience.
 - 2. The landlord has failed or refused to make repairs which are his responsibility after a reasonable demand by a tenant to do so, without good cause, and the repairs are necessary for the reasonable enjoyment of the premises.
 - 3. There are monies due and owing to the tenant because he has been required to make repairs which are the obligation of the landlord, and the landlord has failed or refused to make them after a reasonable notice. Such sums may be a complete or partial defense to a complaint for eviction, but only to the extent that such sums set off monies owed for occupancy. A tenant may be evicted after such a period if he fails or refuses to pay the reasonable rental value of the premises.
 - 4. That due to the conduct of the landlord, there is injury to the tenant in such a way that justice requires that relief be modified or denied. This shall include the equitable defenses of estoppel,

Title 11 BUILDINGS AND UTILITIES

laches, fraud, misrepresentation, and breaches of serious and material obligations for public health, safety, and peace standards.

5. That there are such serious and material breaches of applicable housing law on the part of the landlord that it would be unjust to grant him a remedy.
6. The landlord is evicting the tenant because of his/her race, sex, sexual orientation, religion, age, marital status, family status, or because the tenant is disabled.
7. Any other material or relevant fact the tenant might present that may explain why his eviction is unjust and unfair.

(Res. 06-26A (part))

11.20.220 Discovery and prehearing proceedings.

Extensive, prolonged, or time-consuming discovery and prehearing proceedings will not be permitted, except in the interests of justice and for good cause shown by the moving party. Discovery shall be informal, and reasonably provided on demand of a party, and it shall be completed within five calendar days of the date of hearing. Requests for discovery shall be made no later than three calendar days following the setting of a hearing date. The Court may enter reasonable orders requiring discovery or protecting the rights of the parties upon reasonable notice.

(Res. 06-26A (part))

11.20.230 Evidence.

Evidence in proceedings under this code shall be according to the following provisions:

- A. All evidence may be admitted which can be shown to be relevant and material to the case.
- B. Fairness will dictate the decision of the judge on challenges to admissibility of evidence.
- C. The Court may avail itself of any recognized and authoritative materials, books or documents as guidance in reaching a decision on the admissibility of evidence.
- D. Evidence of customs and traditions of the Tribes shall be freely admitted.
- E. Hearsay objections will not be permitted to procedurally deny the Court access to reasonable reliable information which would aid in reaching a just decision. Where a hearsay objection is made, the Court will make an independent determination of the competency of the evidence which is sought to be offered. Objections may be overruled where facts indicate that the evidence is relevant and material and reasonably competent under the circumstances. Hearsay evidence may be freely admitted where all parties to the out of Court statement are present before the Court and qualified to testify as to the statement made.
- F. At the discretion of the judge, evidence may be excluded if its value as proof is outweighed by the risk that its admission will create a substantial risk of undue prejudice; confuse the issues; or, mislead the jury, or unfairly surprise the opposing party.
- G. Upon request of a party, the Court may take judicial notice, of specific facts which are so certain as not to be subject to reasonable dispute.

(Res. 06-26A (part))

11.20.240 Burden of proof.

The burden of proof in all proceedings under this code shall be by a preponderance of the evidence.

(Res. 06-26A (part))

11.20.250 Judgment.

- A. Within five calendar days of the date of the hearing, the Court shall grant and enter a written judgment and the judgment shall grant all relief that the parties are entitled to as of the date of the judgment. The judgment may do any of the following:
1. Order the immediate eviction of a tenant and delivery of the premises to the landlord;
 2. Grant actual damages as provided in the agreement of the parties or this code, including interest;
 3. Order the parties to carry out an obligation required by law or any rental agreement;
 4. Establish a payment plan for the tenant;
 5. Order rent payments out of per capita payments or through garnishment;
 6. Establish a power of attorney in another person/agency to fulfill rights or obligations of either landlord or tenant;
 7. Remediate the action - in part or in whole - through appropriate recalculation of rent;
 8. Order the tenant to perform work for the landlord or the owner to pay off back rent due and/or damages;
 9. Order the payment of attorneys' fees and, where allowed by law or agreement, costs and expenses of litigation;
 10. Grant any relief provided in this code or allowed in law or equity.
- B. If a tenant fails to appear in person or in writing on or before the date of appearance, the Court shall enter judgment on behalf of the plaintiff following a hearing to determine whether relief should be granted and the kind of relief that should be granted.

(Res. 06-26A (part))

11.20.260 Form of judgment.

The judgment shall state the relief granted by the Court to any party, and contain either findings of fact and conclusions of law, or the basis and reasoning for entering the judgment.

(Res. 06-26A (part))

11.20.270 Execution of judgment.

Any judgment may be immediately executed, and the judgments and orders of the Court shall be enforced by a duly authorized law enforcement officer or officer of the Court, appointed by the Court for such a purpose. Any law enforcement officer shall, upon receipt of an order of the Court, execute the judgment or order made by it within five calendar days of the date of the judgment or order and make a report to the Court on what was done to enforce it. Any law enforcement officer to whom a judgment or order is given for enforcement who fails, in the absence of good faith, or refuses to execute it shall be subject to the payment of reasonable damages, costs, and expenses to a party for failure to execute the judgment and/or suspension from employment. This section shall also apply to any judgment on behalf of a tenant obtained under the general tribal civil procedure code and/or tribal small claims procedure code.

(Res. 06-26A (part))

11.20.280 Stay of execution.

If judgment for possession of the dwelling unit enters in favor of the landlord, the tenant may apply for a stay of execution of the judgment or order if within five days of the judgment being rendered, the following is established:

- A. Good and reasonable grounds affecting the well-being of the party are stated;
- B. There would be no substantial prejudice or injury to the prevailing party during the period of the stay;
- C. Execution of the judgment could result in extreme hardship for the tenant(s); or
- D. A bond is posted or monies are paid to the Court, to satisfy the judgment or payment for the reasonable use and occupancy of the premises during the period of time following the judgment. The clerk shall distribute such arrearages to the landlord in accordance to any order of the Court.

(Res. 06-26A (part))

11.20.290 Appeals.

Appeals under this code shall be handled according to the general tribal appellate provisions, with the exception that the party taking the appeal shall have only five days from the entry of the order of judgment to file an appeal. All orders from the Court will remain in effect during the pendency of an appeal under this code unless otherwise ordered by the Court.

(Res. 06-26A (part))

11.20.300 Miscellaneous complaints and claims.

Any miscellaneous complaint or claim including a complaint or claim by a tenant which does not fall within the procedures of this code may be made under the general tribal civil procedure code and/or tribal small claims procedure code.

(Res. 06-26A (part))

11.20.310 Notice to leave the premises.

Any notice to leave a premises, shall be by written order of the Court, and shall be delivered to the tenant in the following manner:

- A. Delivery shall be made by:
 - 1. A law enforcement officer of the Tribe or an agency of the United States Government, or
 - 2. Any person authorized by the Tribal Court.
- B. Delivery will be effective when it is:
 - 1. Personally delivered to a tenant, provided tenant resides on the reservation, with a copy sent by regular and certified mail, return receipt requested,
 - 2. Personally delivered to an adult living in the premises with a copy sent by regular and certified mail, return receipt requested, or
 - 3. Personally delivered to an adult agent or employee of the tenant with a copy sent by regular and certified mail, return receipt requested.
- C. If the notice cannot be given by means of personal delivery because the tenant does not reside on the reservation, or tenant cannot be found, the notice may be delivered by means of:

Title 11 BUILDINGS AND UTILITIES

1. Certified mail, return receipt requested, at the last known address of the tenant, or
2. Securely taping a copy of the notice to the main entry door of the premises in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the premises, including a tribal office, public store, or other commonly-frequented place and by sending a copy first class mail, postage prepaid, addressed to the tenant at the premises.

(Res. 06-26A (part))

11.20.320 Forcible eviction.

- A. Where the Court orders an eviction, and the defendant or any other occupant of the premises refuses to vacate voluntarily by the effective date of that order, the defendant or other occupants may be forcibly removed from the premises by a tribal law enforcement officer. At the hearing where the eviction is ordered, the Court shall inform the defendant that if he does not vacate the premises voluntarily by the effective date, he and the other occupants will be subject to forcible eviction, and their property will be subject to storage, sale and disposal as set forth in subsection C of this section.
- B. Following eviction, the Court may allow the landlord, the Office of Housing or the United States Government access to any property leased by either of them for purposes of preserving and securing it.
- C. Following forcible eviction of the defendant and/or other occupants, the former occupant's personal property shall be stored by the owner of the premises for at least thirty (30) days, either on the premises or at another suitable location. In order to reclaim their property, the former occupants shall pay the reasonable costs of its removal and storage. If they do not pay such costs within thirty (30) days, the owner is authorized to sell the property in order to recover these costs. Upon request by the former occupants, the landlord shall provide them with pertinent information concerning the sale, including the time, date and location. Any proceeds from the sale in excess of the storage and removal costs shall be remitted to the former occupants. Nothing in this section shall be construed to prevent the former occupants from reclaiming property remaining after the sale if they can arrange to do in a manner satisfactory to the owner.

(Res. 06-26A (part))

11.20.330 No self-help eviction.

Except by mutual consent of the parties, no landlord may compel a tenant to vacate any premises in a forceful fashion or way which causes a breach of the peace without giving a notice to quit, and obtaining a Court order as provided in this code.

(Res. 06-26A (part))

11.20.340 Security deposits.

- A. Security Deposit Limits. A landlord may demand a security deposit prior to the tenancy of any dwelling unit, and consistent with the terms of any rental agreement and/or code Section 11.20.080 policy.
- B. Payment of Security Deposit at Termination of Tenancy. The person who is the landlord at the time a tenancy is terminated shall pay to the tenant or former tenant the amount of the security deposit that was deposited by the tenant with the person who was landlord at the time such security deposit was deposited, less the value of any damages which any person, who was a landlord of such premises at any time during the tenancy of such tenant, has suffered as a result such tenant's failure to comply with such tenant's obligations. Damages shall not include normal wear and tear.

- C. Action to Reclaim Security Deposit. Any tenant may bring a civil action in Tribal Court to reclaim any part of his security deposit which may be due.

(Res. 06-26A (part))

Article VI. Mortgage and Foreclosure

[11.20.350 Priority.](#)

[11.20.360 Recording.](#)

[11.20.370 Foreclosure procedures.](#)

[11.20.380 Foreclosure complaint and summons.](#)

[11.20.390 Service of process and procedures.](#)

[11.20.400 Cure of default by subordinate lienholder.](#)

[11.20.410 Judgment and remedy.](#)

[11.20.420 Foreclosure evictions.](#)

[11.20.430 No merger of estates.](#)

[11.20.440 Certified mailing to Tribe and lessor.](#)

[11.20.450 Intervention.](#)

[11.20.460 Appeals.](#)

11.20.350 Priority.

All mortgages recorded in accordance with the recording procedures set forth in this chapter, including leasehold mortgages, and including loans guaranteed or held by a governmental agency, shall have priority over any lien not perfected at the time of such recording and any subsequent lien or claim excepting a lien or claim arising from a tribal leasehold tax assessed after the recording of the mortgage.

(Res. 06-26A (part))

11.20.360 Recording.

- A. The Tribal Recording Clerk shall maintain in the Tribal Real Estate program a system for the recording of mortgages, leasehold mortgages, leases, and such other documents as the Tribe may designate by laws, resolution, or policy.
- B. The Tribal Recording Clerk shall endorse upon any mortgage or other document received for recording:
1. The date and time of receipt of the mortgage or other document;
 2. The filing number, to be assigned by the Tribal Recording Clerk, which shall be a unique number for each mortgage or other document received; and
 3. The name of the Tribal Recording Clerk or designee receiving the mortgage or document.

Upon completion of the above-cited endorsements, the Tribal Recording Clerk shall make a true and correct copy of the mortgage or other document and shall certify the copy as follows:

Title 11 BUILDINGS AND UTILITIES

Squaxin Island Tribe)
)ss.
Indian Reservation)

I certify that this is a true and correct copy of a document received for recording this date.

Given under my hand and seal this _____ day of _____;

(SEAL) _____

(Signature)

(Date)

The Tribal Recording Clerk shall maintain the copy in the records of the recording system and shall return the original of the mortgage or other document to the person or entity that presented the same for recording, or to the person as designated on the document.

- C. The Tribal Recording Clerk shall also maintain a log of each mortgage or other document recorded in which there shall be entered:
 - 1. The name(s) of the borrower/mortgagor of each mortgage, identified as such;
 - 2. The name(s) of the lender/mortgagee of each mortgage, identified as such;
 - 3. The name(s) of the grantor(s), grantee(s), or other designation of each party named in any other documents filed or recorded;
 - 4. The date and time of the receipt;
 - 5. The filing number assigned by the Tribal Recording Clerk; and
 - 6. The name of the Tribal Recording Clerk or designee receiving the mortgage or document.
- D. The certified copies of the mortgages 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.

(Res. 06-26A (part))

11.20.370 Foreclosure procedures.

- A. A borrower/mortgagor shall be considered to be in default when he or she is thirty (30) days past due on his mortgage payment(s) to the lender/mortgagee.
- B. Before a borrower/mortgagor becomes ninety (90) days delinquent on his mortgage payments and before any foreclosure action or activity is initiated, the lender/mortgagee shall complete the following:
 - 1. Place the borrower/mortgagor on written notice that he or she is delinquent in the payment of the mortgage. A copy of this notice shall be provided to the Office of Housing.

Title 11 BUILDINGS AND UTILITIES

2. 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.
 3. Lender/mortgagee shall document that it has made at least one phone call to the borrower/mortgagor (or the nearest phone as designated 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.
- C. Lender/mortgagee may appoint an agent to perform the services or arranging and conducting the face-to-face interview specified in this action.
- D. Before the borrower/mortgagor has been delinquent for ninety (90) days 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 Office of Housing, as follows:
1. Advise the borrower/mortgagor that information regarding the loan and default will be given to credit bureaus;
 2. Advise the borrower/mortgagor of homeownership counseling opportunities/programs available through the lender or otherwise;
 3. Advise the borrower/mortgagor of other available assistance regarding the mortgage/default;
 4. In addition to the preceding notification requirements, the lender/mortgagee shall complete the following additional notice requirements when a leasehold mortgage is involved: (a) notify the borrower/mortgagor that if the leasehold mortgage remains in default for more than ninety (90) days, the lender/mortgagee may ask the applicable governmental agency to accept assignment of the leasehold mortgage if this is a requirement of the governmental program; (b) 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 if the mortgage is assigned; and (c) provide the borrower/mortgagor with names and address of government officials to whom further communications may be addressed, if any.
- E. If a borrower/mortgagor has been in default for ninety (90) days or more 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 11.20.380 of this code.

(Res. 06-26A (part))

11.20.380 Foreclosure complaint and summons.

- A. The verified complaint in a mortgage foreclosure proceeding shall contain the following:
1. The name of the borrower/mortgagor and each person or entity claiming through the borrower/mortgagor subsequent to the recording of the mortgage, including each subordinate lienholder as a defendant;
 2. A description of the property subject to the mortgage;
 3. A concise statement of the facts concerning the execution of the mortgage or in the case of a leasehold mortgage the lease; the facts concerning the recording of the mortgage or the leasehold mortgage; the facts concerning the alleged default(s) of the borrower/mortgagor; and such other facts as may be necessary to constitute a cause of action;
 4. True and correct copies of each promissory note, if a leasehold mortgage then a copy of the lease, the mortgage, or assignment thereof relating to the property (appended as exhibits); and
 5. A statement that the lender has complied with all relevant requirements and conditions prescribed in: (a) federal statutes and regulations, (b) tribal codes, ordinances and policies, and/or (c) provisions of the lease or leasehold mortgage, or any other security instrument.

- B. 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).

(Res. 06-26A (part))

11.20.390 Service of process and procedures.

Service of process shall be performed according to the procedures set forth in Section 11.20.160 of this code.

(Res. 06-26A (part))

11.20.400 Cure of default by subordinate lienholder.

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.

(Res. 06-26A (part))

11.20.410 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:

- A. Foreclosing the interest of the borrower/mortgagor and each other defendant, including subordinate lienholder, in the mortgage; and
- B. Assigning the mortgage to the lender/mortgagee or the lender's designated assignee; in the case of a leasehold mortgage, the lease will be assigned to the lender/mortgagee or the lender's designated assignee, subject to the following provisions:
 - 1. The lender shall give the Tribe the right of first refusal on any acceptable offer to purchase the lease or leasehold mortgage which is subsequently obtained by the lender or lender's designated assignee.
 - 2. The lender or lender's designated assignee may only transfer, sell or assign the lease and/or leasehold mortgage to a tribal member, the Tribe, or Office of Housing.
 - 3. Any other transfer, sale or assignment of the lease or leasehold mortgage shall only be made to a tribal member, the Tribe, or the Office of Housing during the remaining period of the leasehold.

(Res. 06-26A (part))

11.20.420 Foreclosure evictions.

Foreclosure evictions shall be handled according to the general eviction process set forth in Article IV of this code, with the added provision that foreclosure eviction proceedings shall not occur until after the borrower/mortgagor, lessee, occupier has received thirty (30) calendar day's notice, and remains in possession of the property contrary to the terms of the notice. All foreclosure evictions shall occur no later

than sixty (60) days from the date of service of notice upon the borrower/mortgagor that foreclosure was completed.

(Res. 06-26A (part))

11.20.430 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.

(Res. 06-26A (part))

11.20.440 Certified mailing to Tribe and lessor.

Any foreclosure proceedings on a lease or leasehold mortgage where the Tribe or the lessor(s) is not named as a defendant, a copy of the summons and complaint shall be mailed to the Tribe and to the lessor(s) by certified mail, return receipt requested, within five days after the issuance of the summons. If the location of the lessor(s) cannot be ascertained after reasonable inquiry, a copy of the summons and complaint shall be mailed to the lessor(s) in care of the superintendent of the applicable agency of the Bureau of Indian Affairs.

(Res. 06-26A (part))

11.20.450 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 a 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.

(Res. 06-26A (part))

11.20.460 Appeals.

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

(Res. 06-26A (part))

Article VII. Occupancy, Ownership and Transfer of Residences

[11.20.470 Purpose.](#)

[11.20.480 Written requirement.](#)

[11.20.490 Restriction on occupancy, leasing and ownership.](#)

[11.20.500 Purchase of residence by Tribe.](#)

[11.20.510 Enforcement.](#)

11.20.470 Purpose.

The purpose of this chapter is to define the terms and conditions upon which residences may be occupied, leased, or owned, and the manner in which legal interest in such residences shall be transferred. This chapter shall apply only to those residences in which the Office of Housing is authorized and serves as the landlord in the underlying real property. This chapter shall not apply to residences occupied pursuant to the terms of a Mutual Help Agreement (MHA - United States Housing Act of 1937), provided, once the MHA is terminated and the residence is removed from the Mutual Help Program, this chapter shall apply.

(Res. 06-26A (part))

11.20.480 Written requirement.

In order to occupy, lease or own any residence the occupant, lessee, or owner of the residence shall have a written agreement with the Office of Housing. The occupant, lessee, or owner of the residence shall not convey or transfer their interest in the residence, or convey or transfer their interest in the written agreement, without first obtaining written approval from the Office of Housing.

(Res. 06-26A (part))

11.20.490 Restriction on occupancy, leasing and ownership.

Only Squaxin Island Tribe (SIT)-enrolled members shall be entitled to lease, hold a leasehold interest, or own a residence. This provision shall not apply to the following:

- A. Spouses. An SIT nonmember spouse may reside in the residence for the duration of his or her life, conditioned upon the following:
 - 1. The SIT member owning or leasing the residence passes away leaving his or her interest in the residence to the SIT nonmember spouse;
 - 2. The SIT nonmember spouse maintains and occupies the residence as his or her primary residence and complies with all SIT Housing Program policies and procedures; and
 - 3. In the event the SIT nonmember spouse transfers or conveys legal interest in the residence, whether during his or her lifetime, or upon death, such transfer of interest shall only be made to an SIT enrolled member.
- B. Descendants. An SIT descendant may reside in the residence for the duration of his or her life, conditioned upon the following:
 - 1. An SIT enrolled member owns or leases the residence as his or her primary residence to a direct, lineal descendant of the SIT enrolled member;
 - 2. The SIT descendant maintains and occupies the residence as his or her primary residence and complies with all SIT Housing Program policies and procedures; and
 - 3. In the event the SIT descendant transfers or conveys the legal interest in the residence, whether during his or her lifetime, or upon death, such transfer of interest shall only be made to an SIT enrolled member.
- C. Other Indian. An Indian other than an SIT enrolled member may reside in the residence for the duration of his or her life, conditioned upon the following:
 - 1. He or she was formerly enrolled as an SIT member, or he or she is an enrolled member of a federally recognized tribe and came into legal ownership of the residence pursuant to the terms of a Mutual Help Agreement;
 - 2. The non-SIT Indian maintains and occupies the residence as his or her primary residence and complies with all SIT Housing Program policies and procedures; and

Title 11 BUILDINGS AND UTILITIES

3. In the event the non-SIT Indian transfers or conveys the legal interest in the residence, whether during his or her lifetime, or upon death, such transfer of interest shall only be made to an SIT enrolled member.
- D. Minority and Other Legal Incapacities. A minor or any other legally incapacitated individual having an ownership interest in a residence, may reside in the residence during the term of the minority or incapacity, conditioned upon the following:
1. The minor or legally incapacitated individual is an SIT enrolled member, or legally obtained their interest in the residence pursuant to the provisions of subsections (B)(1), (2) or (3) of this section;
 2. A legal guardian has been appointed over, and resides with the minor or legally incapacitated individual;
 3. The minor/legally incapacitated individual and the legal guardian maintains and occupies the residence as their primary residence, and complies with all SIT Housing policies and procedures; and
 4. Any future transfer of the residence by the minor/legally incapacitated individual and/or guardian complies with the provisions of this section.

(Res. 06-26A (part))

11.20.500 Purchase of residence by Tribe.

Any individual possessing a legal interest or claim in a residence, but is precluded from occupying, leasing or owning the residence pursuant to the terms of this chapter, may petition Squaxin Island Tribal Council with the request that SIT purchase their interests in the residence. Any purchase shall be upon the following terms and conditions:

- A. The individual(s) requesting purchase of the residence must demonstrate to Tribal Council's satisfaction that for a period of at least six months prior to the petition a good faith effort was made to sell the residence at fair market value; and
- B. Tribal Council, on behalf of SIT, shall have no duty or obligation to purchase the residence, however, if in the exercise of its discretion Tribal Council decides to purchase the residence, it will be done so on terms and conditions mutually agreed to between the parties.

(Res. 06-26A (part))

11.20.510 Enforcement.

The Office of Housing shall have the authority and duty to enforce the terms and conditions of this chapter, including but not limited to: (A) seeking injunctive relief to prevent the improper transfer of a residence; and (B) initiation of an unlawful detainer action to prevent an improper tenancy in a residence.

(Res. 06-26A (part))

Article VIII. Miscellaneous Provisions

[11.20.520 Effective date.](#)

[11.20.530 Retroactive effect.](#)

Title 11 BUILDINGS AND UTILITIES

11.20.520 Effective date.

This code shall take effect immediately upon enactment of a resolution for adoption by the Squaxin Island Tribal Council.

(Res. 06-26A (part))

11.20.530 Retroactive effect.

This code shall apply to all rental agreements subject to the provisions of the code, no matter when entered.

(Res. 06-26A (part))