



SQUAXIN ISLAND TRIBE

RESOLUTION NO. 23- 05

of the

SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Tribe, its members, its lands, its enterprises and its agencies by the authority of the Constitution and Bylaws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965;

WHEREAS, the Tribe is a federally-recognized Indian Tribe possessing reserved powers, including the powers of self-government;

WHEREAS, under the Constitution, Bylaws and inherent sovereignty of the Tribe, the Squaxin Island Tribal Council is charged with the duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources and rights of the Tribe;

WHEREAS, the Squaxin Island Tribal Council has been entrusted with the creation of ordinances and resolutions in order to fulfill their duty of protecting the health, security, education and general welfare of tribal members, and of protecting and managing the lands and treaty resources of the Tribe;

WHEREAS, the Squaxin Island Court wishes to amend and clarify its housing and probate codes concerning transfer of homes located on trust property via the probate process;

NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribal Council hereby adopts the changes to the following Squaxin Island Tribe code sections, as specified in reline in Attachments A & B to this resolution, effective immediately upon the adoption of this resolution:

8.02.010; 11.20.140; 11.20.490; and 11.20.500

CERTIFICATION

The Squaxin Island Tribal Council hereby certifies that the foregoing Resolution was adopted at the regular meeting of the Squaxin Island Tribal Council, held on this 12 day of January, 2023, at which time a quorum was present and was passed by a vote of 5 for and 0 against, with 0 abstentions.

Kristopher K Peters

Kristopher K Peters (Jan 19, 2023 13:33 PST)

Kris Peters, Chairman

Attested by: 
Patrick Braese (Jan 27, 2023 16:04 PST)

Patrick Braese, Secretary

Jaimie Cruz

Jaimie Cruz (Jan 29, 2023 08:48 PST)

Jaimie Cruz, Vice Chairman

Redline of Proposed Changes

Title 8 Probate Code

8.02.010 Residences located on real property held in trust for the Tribe.

- A. Notwithstanding any section of this code, Section 11.20.490 of the Squaxin Island Tribal Housing Code shall govern the inheritance of residences located on Tribal trust property. Since the Housing Code grants only members the right to lease, to hold a leasehold interest, or to own a residence, any attempt by a decedent member to leave his or her legal interest in the residence to another individual shall be recognized only to the following extent:
1. Completely, if the decedent member leaves his or her legal interest in the residence to another member ~~by will.~~
 2. If the decedent member leaves his or her legal interest in the residence to a non-member spouse ~~by will~~, then only to the extent that the non-member spouse can reside in the residence for the rest of his or her life, must maintain and occupy the residence as his or her primary residence, and must comply with all Tribal Housing Program policies and procedures.
 3. If the member who dies leaves his or her legal interest in the residence to a non-member descendant ~~by will~~, then only to the extent that such non-member descendant has the right to reside in the residence for the duration of his or her life, must maintain and occupy the residence as his or her primary residence, and must comply with all Tribal Housing Program policies and procedures. ~~Additionally, a member must own or lease the residence as his or her primary residence to such non-member descendant.~~
- B. Any attempt by a non-member spouse, non-member descendant, non-member Indian, or a member or non-member minor or incapacitated person to leave the residence by will shall only be recognized if the conveyance or transfer is to a member.
- C. Transfer of interest through probate, time limit. Any transfer of an interest in a residence located on trust property by will or intestacy shall be valid only if recognized in a final probate order of the Tribal Court. Probate with respect to such interest must be initiated within one year of death absent good cause shown.
- D. Interests violating the restrictions under Section 11.20.490. No final probate order may grant an interest in a residence located on trust property to a person who is restricted from holding that interest under Section 11.20.490. The Court shall instead implement the intent of the decedent as closely as possible without violation of Section 11.20.290, and to that end may (1) order the sale or transfer of a residence located on trust property, (2) grant compensation to individuals claiming an interest in a residence located on trust property but who are restricted from holding that interest by reason of Section 11.20.490,

(3) convert an interest from complete ownership to a life estate with power of sale or appointment to tribal members, or (4) such other approach as may be appropriate in the interest of equity.

- E. Responsibilities of interest holder before or during probate. During the time before or during the probate of an interests in a residence located on trust property, any person holding an interest in a residence located on trust property must comply with all Tribal Housing Program policies and procedures, including, but not limited to, any requirement to pay the land-lease fees; any requirement to maintain insurance; and any requirement to provide a copy of any existing sub-lease.
- F. Untimely transfers. A person claiming an interest in a residence located on trust property who fails to initiate and prosecute diligently the transfer of the interest within the time frame in Section 8.02.010(C) is subject to eviction pursuant to Section 11.20.140. Upon completion of eviction pursuant to this section, the interest shall escheat to the Tribe.
- G. Effective Date. The changes to 8.02.010 adopted by Resolution 23-__ shall be effective upon adoption of the resolution. For any residence subject to the procedures under 8.02.010 where the decedent passed prior to adoption of the changes, the time limit for initiation of probate contained in 8.02.010 (c) shall be calculated as one year from the date of the adoption of the resolution.

Redline of Proposed Changes

11.20 Housing Code

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; or occupancy or possession of an interest in violation of the restrictions contained in Section 11.20.490, or failure to timely transfer an interest under Section 8.02.010(E).
- 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.

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. ~~(a) An SIT enrolled member owns or leases the residence as his or her primary residence to a nonmember direct, lineal descendant of the SIT enrolled member as the descendant's primary residence; or~~
(b) The SIT member owning or leasing the residence passes away leaving his or her interest in the residence to the nonmember descendant.
 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
 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.

E. Persons holding interests not in compliance with the restrictions on occupancy, leasing, and ownership. Persons holding interests not in compliance with restrictions on occupancy, leasing, and ownership, other than those actively properly in the probate process detailed in Section 8.02.0110, are subject to eviction, pursuant to Section 11.20.140.

11.20.500 Purchase of residence by Tribe.

Any individual possessing a legal interest or claim in a residence, but that 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.











Resolution - Code - Probate Code and Housing Code Amendments Attachments


Final Audit Report

2023-01-29


Created:	2023-01-19
By:	Melissa Puhn (mpuhn@squaxin.us)
Status:	Signed
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"Resolution - Code - Probate Code and Housing Code Amendments Attachments" History

-  Document created by Melissa Puhn (mpuhn@squaxin.us)
2023-01-19 - 7:34:44 PM GMT- IP address: 216.235.106.129
-  Document emailed to kpeters@squaxin.us for signature
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-  Email viewed by kpeters@squaxin.us
2023-01-19 - 9:33:14 PM GMT- IP address: 174.231.142.156
-  Signer kpeters@squaxin.us entered name at signing as Kristopher K Peters
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-  Document e-signed by Kristopher K Peters (kpeters@squaxin.us)
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-  Document emailed to pbraese@squaxin.us for signature
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-  Signer pbraese@squaxin.us entered name at signing as Patrick Braese
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-  Document e-signed by Patrick Braese (pbraese@squaxin.us)
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 Signer jacruz@squaxin.us entered name at signing as Jaimie Cruz

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 Document e-signed by Jaimie Cruz (jacruz@squaxin.us)

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 Agreement completed.

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