

**Salt River Pima-Maricopa  
Indian Community**  
10005 East Osborn Road  
Scottsdale, Arizona 85256

**ORDINANCE NUMBER: SRO-353-2010**

**An Ordinance Amending and Revising Chapter 17, Article IV, Sections 17-51 through Section 17-57 of the Salt River Pima-Maricopa Indian Community's Code of Ordinances in Order To Protect Public and Private Property Rights and to Provide For The Welfare of the Community by Providing for Necessary Amendments to Assist Community Members with Homeownership Opportunities.**

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Chapter 17, Article IV, Sections 17-51 through 17-57 of the Salt River Pima-Maricopa Indian Community Code of Ordinances is repealed in its entirety and replaced with the following:

**ARTICLE IV.**

**HOMESITES**

**Sec. 17-51. Policy and Definitions.**

**A. *Policy.***

1. It is the policy of the Community that the Council designates certain tribal lands to be made available for residential homesites for enrolled Community members to provide for the health and welfare of the Community.
2. The Community also recognizes the limited availability of tribal lands for homesite purposes and as such, homesite leases on tribal lands shall be made in a responsible and prudent manner.
3. It is the policy of the Community that enrolled Community members, who are landowners within the Community, be provided the opportunity to have a homesite lease on allotted lands in which they hold ownership interests.
4. The Community also recognizes the limited availability of public resources to provide roadway and utility easements and services to remote areas of the Community, and as such, a homesite applicant or assignee may be required to pay for, at their own expense, certain easements or services to their homesite.

5. The Community provides important governmental services and capital improvements and infrastructure, including fire, police, ambulatory, water, sewer, and road maintenance services to individuals who live within the boundaries of the Community and due to limited resources and jurisdictional concerns, only enrolled Community members may obtain a homesite lease within the boundaries of the Community.
6. The Community supports providing educational opportunities for homeowners and potential homeowners to ensure that enrolled Community members are aware of homeownership opportunities and responsibilities including the manner and type of building materials available, financing options, the dangers of predatory lending and the responsibilities of long-term care and maintenance of homes.

B. *Definitions.*

1. *Allotted land(s)* is land held in trust status by the United States federal government for the benefit of an individual person.
2. *Applicant* means any natural person(s) that is requesting approval for a homesite lease within the jurisdictional and/or physical boundaries of the Community.
3. *Assignee* means any natural person(s) to whom homesite rights or benefits are transferred to.
4. *Community* means the Salt River Pima-Maricopa Indian Community.
5. *Homesite* means an area of land that has been encumbered or is in the process of being encumbered for use by an assignee for a primary residence.
6. *Homesite assignment or homesite lease* means a lawfully approved agreement between either an allotted landowner(s) or the Community and a natural person(s) who is the assignee, and such assignee shall have the right to use of the land for a primary residence for a certain term.
7. *Landowner(s)* means either a natural person or the Community who owns title to the underlying land interests.
8. *SRPMIC* means the Salt River Pima-Maricopa Indian Community.
9. *Supporting Easement* means any and all ingress/egress easements (i.e. roadway) and basic utility easements (including but not limited to sewer,

waste water, water, telecommunications, irrigation, natural gas and/or electrical) necessary for the health, welfare and safety of the homesite assignee.

10. *Tribal land* means land owned by the Salt River Pima-Maricopa Indian Community.

## **HOMESITE LEASES ON TRIBAL LANDS**

### **Sec. 17-52. Designated area for homesites on tribal lands.**

The Community Council shall designate certain tribal lands within the Community to be used solely for the purpose of residential homesite development. The Community Development Department shall be responsible for maintaining and administering all records relating to the Community's tribal lands that are designated for residential homesite development.

### **Sec. 17-53. Application for homesite lease on tribal lands.**

- A. *Application and approval process.* All applications for a homesite lease on tribal land shall be filed with the Community Development Department.
  1. Upon receipt of a complete application and the availability of tribal land suitable for homesite purposes, the Community Development Department shall review and recommend approval or denial of any proposed homesite lease on tribal land.
  2. The President or Vice President shall approve or deny, on behalf of the Council, a homesite lease application. The President or Vice President shall take into account the recommendation of the Community Development Department when making their decision.
- B. *Qualifications of all applicants.* In order for an applicant to qualify for a homesite lease on tribal land, an applicant must:
  1. be an enrolled member of the Community; and
  2. be head of the applicant's household, meaning such applicant is an individual that supports and maintains one or more individuals or dependants; and
  3. be at least eighteen (18) years of age; and
  4. not be an owner of any interests of allotted land within the Community that are suitable for use as a homesite.

- a. If the applicant owns any interest of allotted land that is not suitable for use as a homesite, the applicant may exchange their interest in accordance with provisions of section 17-58 of the SRPMIC Code of Ordinances, in order to obtain land suitable for a homesite.
    - b. If an applicant sells an interest of allotted land that is suitable for homesite use to the Community after November 1, 2009, such applicant is not eligible for a homesite on tribal land, unless expressly authorized by Council.
  5. have enrolled in and completed a Community endorsed home ownership education class.
- C. *Conditions of assignment.* All assignees for a homesite lease on tribal land shall agree to the following conditions:
1. If a homesite assignee has not obtained at least a letter of engagement from a bona fide lender within three (3) years from the date of the homesite lease approval, the assignment shall terminate and the Community may elect to reassign the assignment.
  2. A homesite assignee shall be responsible for all costs and charges associated with the assigned property and its use.
  3. A homesite assignee shall bear all costs of construction related to the building of a home on the homesite, including costs associated with acquiring supporting easements to the residential dwelling from the nearest existing easement.
  4. A homesite assignee shall hold the Community harmless from any and all liability in regards to the construction of the home on the homesite.
  5. A homesite assignee shall agree to abide by all of the laws, ordinances, regulations, policies and rules of the Community, including those related to securing relevant building permits and approvals for the construction of a house upon the assigned homesite.
  6. The homesite assignment shall terminate if the house erected on the homesite is vacant for a period of more than one (1) year or is destroyed by fire or other casualty and not replaced and occupied within two (2) years of such event.
  7. No more than one dwelling unit shall be constructed on any homesite. Accessory structures authorized by the SRPMIC zoning code, with the

approval of the Community Development Department, may be constructed.

8. The homesite shall be used primarily for the applicant's residential use. An assignee shall not sell, lease or encumber to a third party their homesite lease without the approval of the Community.
- D. *Penalties.* Any person who violates any provisions of this section may be subject to termination of their homesite lease, including the possibility of also being subject to civil or criminal prosecution by the Community.

## **HOMESITES ON ALLOTTED LANDS**

### **Section 17-53a. Homesites on Allotted Lands.**

The Community Development Department shall be responsible for maintaining and administering all records regarding homesites on allotted land.

- A. *Application Process & Qualification.*
1. *Application process.* The application for a homesite on allotted land shall be filed with the Community Development Department.
    - i. The Community Development Department shall review and process the homesite application.
    - ii. Until a homesite application has been executed and approved by the Secretary of the Interior, the applicant shall have no rights or interest in the land underlying the proposed homesite location.
  2. *Qualification.* The Community Development Department shall only process a homesite application if the applicant is an enrolled Community member.
- B. *Landowner Consent.* All homesites on allotted lands shall require at least the minimum consents of all other co-landowners, as required by federal law.
- C. *Infrastructure and Capital Improvements.*
1. The homesite applicant shall be required to meet with the Engineering and Construction Services and the Public Works Departments to verify basic utility services and supporting easements for the proposed homesite through a homesite verification or withdrawal process. This verification of utility service shall include a review of all legal access to domestic water sources, sewer and waste water, electricity and roadway access to the homesite.

2. No homesite shall be approved by the Community until any and all necessary supporting easements have been obtained.
  - a. If the proposed homesite, does not have access to certain necessary supporting easements, the applicant is solely responsible for obtaining the necessary roadway and/or utility easements that cross adjacent allotted or tribal lands.
  - b. If the supporting easements necessary for the proposed homesite are not planned for and incorporated in the Community's Capital Improvement Plan (CIP) Budget for the current fiscal year, the applicant shall be required to pay for all such supporting utilities easements.
  - c. All supporting easements shall be constructed in accordance with the laws, ordinances and policies of the Community and upon completion such utilities and easement shall be dedicated by the applicant/assignee to the Community who will then assume the costs and responsibilities of operation and maintenance of the supporting easement.
- D. *Haul Permit.* A Community haul permit shall be required prior to the transporting of any modular or mobile homes within the boundaries of the Community.
- E. *Homeownership Education.* All applicants seeking a homesite on allotted lands are encouraged to attend an educational workshop on building materials, long-term maintenance and financing.

## **HOMESITES GENERALLY**

### **Sec. 17-54. Period of assignment; renewal option; fee.**

- A. *Length of Assignment.*
  1. Homesite leases on either tribal or allotted land shall be granted for a period of sixty-five (65) years and may be renewed after expiration of the original term.
    - a. *Assignment on Tribal Land.* The fee for homesite assignments on tribal land shall be sixty-five dollars (\$65.00).
    - b. *Assignment on Allotted Lands.* The fee for assignments of homesite leases on allotted land shall be determined by the landowner(s) and the assignee. In accordance with federal law,

assignments of homesite leases to and from certain family members may occur without monetary consideration.

**Sec. 17-55. Rights of homesite assignee.**

- A. A homesite assignee shall have the right to the quiet enjoyment of the use of the homesite so long as the conditions of the assignment are not violated.
- B. A homesite assignee may devise the remaining length of their homesite lease and/or assignment to the following: 1) heirs, including spouses, who are enrolled members of the Community, lineal descendants of an enrolled member of the Community or enrolled members of a federally recognized tribe, or 2) a life-estate interest to a non-Indian spouse conditioned on the non-Indian spouse's express written consent to the laws, ordinances, policies and jurisdiction of the SRPMIC.
- C. In the absence of a will, the assignment, which is personal property, shall descend to heirs at law of the assignee who are enrolled members of the Community or another federally recognize tribe.

**Sec. 17-56 Governmental Access & Responsibilities.**

- A. *Community Governmental Access to Homesites on Allotted or Tribal Lands.*
  - 1. *Blighted Areas.* The Community has determined that certain blighted areas constitute a serious and growing menace, injurious or harmful to the Community and its members. The existence of these blighted areas contributes substantially and increasingly to the spread of disease and crime, necessitating expenditures of Community funds to ensure the preservation of the public health, safety, morals and welfare.
    - a. The Community government shall not exercise its power to remove or remediate any serious growing menace, injurious and harmful to the public health, safety, morals and welfare of the Community and its members unless the Community Council adopts a resolution that finds the following:
      - i. That conditions exist that meet the standards of a serious growing menace, injurious and harmful to the public health, safety, morals and welfare of the Community;
      - ii. That removal or remediation of that area is necessary in the interest of the public health, safety, morals or welfare of the residents of the Community.
    - b. The Community shall notify both the landowner(s) and the assignee of the proposed removal or remediation of the condition

that is a serious growing menace, injurious and harmful to the public health, safety, morals and welfare of the Community.

- i. The notice to the landowners and the assignee shall contain the time, date and location of the public meeting in which the Council resolution will be presented.
  - ii. The notice shall be made by standard mail to the address stated on the most recent records of the Community.
2. *Surveys and other assessments.* All homesite lease applications on allotted or tribal land shall provide for a provision authorizing the Community to perform land or other non-destructive surveys as needed including surveys of environmental impacts, public safety access, or cultural or archaeological investigations for purposes of obtaining a homesite lease.
3. *Operation and Maintenance of Supporting Easements.* All homesite leases on allotted or tribal land shall provide a provision authorizing the Community to maintain ingress/egress roadways and basic utilities for purposes of public safety and the protection of the health and welfare of the Community.

**Sec. 17-57. Veteran's preference.**

Any veteran of the United States Armed Forces who is an enrolled Community member shall have a preference in the assignment of a homesite on tribal land.

**Sec. 17-57a. Severability.**

If any section, sentence, clause, or phrase of this article is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this ordinance.

**Sec. 17-58. Exchange of land for homesites.**

**A. *Application, review, approval.***

1. If an applicant has interests in allotted land that are insufficient enough to be used as a homesite location or that is otherwise inappropriate for homesite use, the applicant may apply to the Community Development Department to exchange their allotted land interest for tribal land.
2. The applicant's interest in allotted land would be exchanged with tribal land on a value-for-value basis consistent with any applicable federal requirements.

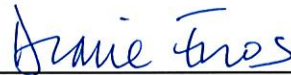


3. The Community Development Department will review a land exchange application and present its review together with its recommendation to the President, and in the absence of the President, the Vice President, who shall have the authority to determine whether or not the exchange is in the best interest of the Community, and if such a determination is made, the President or Vice President may agree to proceed with such an exchange.

### C\_E\_R\_T\_I\_F\_I\_C\_A\_T\_I\_O\_N

This Ordinance is hereby enacted pursuant to the authority contained in Article VII, Section 1(c)(4) of the Constitution of the Salt River Pima-Maricopa Indian Community ratified by the Tribe, February 28, 1990, and approved by the Secretary of the Interior, March 19, 1990, and amended by the Tribe, February 27, 1996, and approved by the Secretary April 23, 1996, the foregoing Ordinance was adopted this 21<sup>st</sup> day of October, 2009, in a duly called meeting held by the Community Council in Salt River/Lehi, Arizona at which a quorum of 9 members were present by a vote of 7 for; 2 opposed, 0 abstentions, and 0 excused.

#### **SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY COUNCIL**



**Diane Enos, President**

**ATTEST:**



**Erica Harvier, Council Secretary**

**Approved as to Form by the  
Office of the General Counsel  
Theresa Rosier  
October 22, 2009**

