

WHITE EARTH BAND OF OJIBWE LAND ASSIGNMENT ORDINANCE

RESOLUTION No. <u>056-25-077</u>	2
CHAPTER 1: GENERAL PROVISIONS	3
§1.01 SHORT TITLE	3
§1.02 PURPOSE	3
§1.03 APPLICABILITY AND SCOPE OF TITLE	3
§1.04 AUTHORITY	3
§1.05 JURISDICTION	3
§1.06 EFFECTIVE DATE	3
§1.07 DEFINITIONS	3
§1.08 GENERAL PROVISIONS	6
§1.09 SEVERABILITY	6
§1.10 NO WAIVER OF SOVEREIGN IMMUNITY	6
CHAPTER 2: LAND ASSIGNMENTS	7
§2.01 PURPOSE	7
§2.02 INTEREST CONVEYED	7
§2.03 APPLICATION	7
§2.04 APPROVAL AND ACCEPTANCE	7
§2.05 EXTENSIONS TO TIMELINES FOR GOOD CAUSE	8
§2.06 RESPONSIBILITIES OF ASSIGNEES	8
§2.07 CANCELLATIONS	9
§2.08 PROCEDURES FOR CANCELLATION	10
§2.09 ASSIGNEE'S RIGHT TO APPEAL FINAL DECISIONS OF THE LAND OFFICE	12
§2.10 MODIFICATIONS	12
§2.11 RELINQUISHMENT OF LAND ASSIGNMENT	12

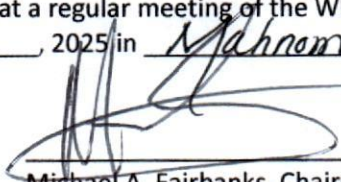
**WHITE EARTH RESERVATION BUSINESS COMMITTEE
WHITE EARTH BAND OF CHIPPEWA INDIANS**

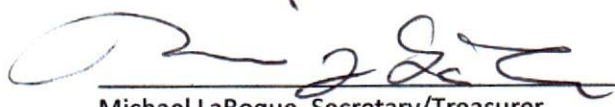
RESOLUTION NO. 056-25-077

- WHEREAS,** the White Earth Reservation Business Committee is the duly elected governing body of the White Earth Reservation pursuant to Article VI, Section 1, of the revised constitution of the Minnesota Chippewa Tribe, as amended, and organized under Section 16, of the Act of June 18, 1934 (48 Stat. 984), and
- WHEREAS,** the White Earth Reservation Business Committee is the duly authorized governing body of the White Earth Band, and
- WHEREAS,** the White Earth Land Office ("Land Office") supports tribal members and programs to meet land use goals that will benefit in the long-term and future generations in natural resources, economics, health, and welfare, and
- WHEREAS,** the Land Office has created and posted a Land Assignment Ordinance in compliance with the aforementioned constitution of the Minnesota Chippewa Tribe and the Minnesota Chippewa Tribe Land Ordinance #3 for public comment, received and responded to comments pursuant to Resolution 056-25-068, and
- WHEREAS,** the Land Office submitted the final draft of the White Earth Band of Ojibwe Land Assignment Ordinance for the approval by the White Earth Reservation Business Committee and the White Earth Reservation Business Committee requested modifications that have since been added, now

THEREFORE BE IT RESOLVED, that the White Earth Reservation Business Committee hereby adopts the White Earth Band of Ojibwe Land Assignment Ordinance to regulate land assignments on all tribal lands, and the White Earth Band of Ojibwe Land Assignment Ordinance be enacted April 25, 2025.

We do hereby certify that the foregoing resolution was adopted by a vote of 2 for, 0 against, 2 silent, a quorum being present at a regular meeting of the White Earth Reservation Business Committee held on May 3, 2025 in Mahnomen, Minnesota.


Michael A. Fairbanks, Chairman


Michael LaRoque, Secretary/Treasurer

CHAPTER 1: GENERAL PROVISIONS

§1.01 Short Title

This Ordinance shall be called the “White Earth Land Assignment Ordinance,” herein “Ordinance”

§1.02 Purpose

The purpose of this title is to facilitate the efficient management of tribal lands while preserving, promoting, and enhancing quality of life. This Ordinance shall be liberally construed and applied to carry out its purposes and intent.

§1.03 Applicability and Scope of Title

These provisions apply to all Land Assignments of White Earth Tribal Lands. To the extent any provisions of this ordinance are in conflict with other provisions of White Earth Tribal Laws, the provisions contained herein shall control.

This Ordinance applies retroactively to all land assignment agreements currently in effect and modifies any conflicting provisions contained therein. This Ordinance does not void any prior Court Order made in reliance on the former version(s) of this Ordinance or the updated version of the land assignment agreement.

§1.04 Authority

This Ordinance is enacted pursuant to the inherent sovereign authority of the White Earth Band of Minnesota Chippewa Tribe, as recognized under Section 16 of the Indian Reorganization Act, 25 U.S.C.; Article VI of the Revised Constitution of the Minnesota Chippewa Tribe; and under the common law of the United States of America.

§1.05 Jurisdiction

The White Earth Tribal Court shall exercise exclusive jurisdiction over all matters with respect to this Ordinance.

§1.06 Effective Date

This Ordinance shall take effect immediately upon approval by the White Earth Reservation Business Committee.

§1.07 Definitions

1. The following terms shall have the meaning provided within this Ordinance.

- a. Abandoned: a land assignment left empty, uninhabited, shows no obvious signs of human inhabitation, or effort to improve a land assignment during inspections performed by the Land Office.
- b. Adult: a person eighteen (18) years of age or older.
- c. Assignee: Individual(s) with a Land Assignment duly adopted by the White Earth Reservation Business Committee by Resolution.
- d. Cancellation: Action taken by the White Earth Land Office or White Earth Reservation Business Committee to end a Land Assignment.
- e. Diligent Search: a serious attempt to locate an Assignee that includes but is not limited to contacting known family members or emergency contact(s) on files, checking local obituaries, and checking the county inmate lists within or border the Reservation, and inmate lists for the state and federal systems.
- f. Dwelling: any building or structure appropriate and safe for residential year-round use which is occupied, designed, or intended for occupancy as living quarters by one or more persons.
- g. Elder: a person who is the age of fifty-five (55) years or older.
- h. Emancipated Minor: a person less than 18 years of age who is married or who is determined by a court of competent jurisdiction to be legally able to care for himself or herself.
- i. Fixed Improvements: improvements that are attached to the land, including but not limited to water and sewage systems, trees, shrubs.
- j. Good Cause: determined by the Land Office on a case-by-case evaluation where an objective and reasonable view of the surrounding facts and circumstances would justify a delay.
- k. Homesite: area identified by a legal description that is designated for residential use by the Assignee(s).
- l. Improved site: a site that has been developed as evidenced by improvements such as water and sewer, electricity, or other utilities, clearing for building or apparent efforts to ready the site for building.
- m. Improvement: an addition to the land that enhances the value of the site. Improvements include but are not limited to a house, garage, structure, fence, tanks, driveway, road, concrete foundations, or other types of permitted construction.
- n. Land Assignment: means the granting of a limited right to occupy or use land for residential or community purposes only, and are limited to Tribal members, Tribal Groups, Tribal Associations, and Tribal entities.
- o. Land Office: White Earth Band of Ojibwe Land Office.
- p. Lease: refers to a residential lease which is similar to a land assignment but with a separate agreement and recorded with the Bureau of Indian Affairs often for the purpose of obtaining financing for improvements.

- q. Minor: individual who is less than eighteen (18) years of age.
- r. Natural Resources Commission: refers to the entity created by Resolution No. 057-22-002.
- s. Notice of Non-compliance: a letter or other announcement notifying the Assignee of noncompliance with the Land Assignment, this Ordinance, or other applicable laws, regulations, or tribal custom.
- t. Non-fixed improvements: improvements that are personal property and have not attached to the land including but not limited to structures such as homes, garages, sheds, and outbuildings.
- u. Occupant: Someone who lives at a particular place for a prolonged period. Public Nuisance: an interference with the health, morals, safety, comfort, convenience, or welfare of a community or person.
- v. Primary Residence: where the assignee lives and establishes their legal dwelling, must occur within six (6) months of a land assignment unless an extension is requested by the assignee and approved by the land office.
- w. Private Nuisance: interference with a person's use or quiet enjoyment of their property.
- x. Relinquishment: act by an assignee to voluntarily give up or release a Land Assignment.
- y. Reservation: The land reserved to the White Earth Band of Ojibwe as recognized under the 1867 Treaty of Washington between the Mississippi Band of Chippewa Indians and the United States, 16 Stat. 719, including all lands which are now or in the future located within the exterior boundaries of the aforementioned treaty; any and all land held in trust for the Tribe by the United States; and all other considered "Indian Country" as defined by 18 U.S.C. §1151 that is associated with the Tribe.
- z. Site: the parcel covered in the land assignment agreement and assigned to the Assignee.
- aa. Tribe: Refers to the White Earth Band of Ojibwe in this Ordinance.
- bb. Tribal Court: The Tribal Court of the White Earth Band of Ojibwe.
- cc. Tribal Land: any land or interests in land owned by the White Earth Band of the Minnesota Chippewa Tribe, title to which is held in trust by the United States or is subject to a restriction against alienation under the laws of the United States; any land owned in fee by the White Earth Band of the Minnesota Chippewa Tribe; any land or interests in land managed by White Earth Band of the Minnesota Chippewa Tribe pursuant to revised Land Ordinance No. 3.
- dd. Tribal member: shall refer to White Earth Band of Ojibwe enrolled member as used in this Ordinance. If a person is enrolled in another tribe, it will be specified.

- ee. Unimproved site: a site that has not been developed as evidenced by no installed water and sewer, no structures installed, no clearing, and no appearance of any effort to make the site ready for occupancy.
- ff. White Earth Reservation Business Committee: the governing body of the White Earth Band of the Minnesota Chippewa Tribe, also known as the White Earth Reservation Tribal Council. The White Earth Business Committee may also be referred to as WERBC or RBC.

§1.08 General Provisions

1. Nothing in this Ordinance shall be construed to establish any non-member rights in any Reservation resources, property, or assets that may be held for the benefit of the Tribe or any individual member of the Tribe.
2. Nothing in this Ordinance shall be construed as establishing any individual rights of any Tribal member beyond those recognized by Tribal or Federal law.
3. Nothing in this Ordinance shall be construed to establish jurisdiction in any agency or government that is not recognized by Tribal or Federal law.

§1.09 Severability

If any part of this Title is held to be invalid, the remainder shall remain to be in full force and effect to the maximum extent possible.

§1.10 No Waiver of Sovereign Immunity

The sovereign immunity of the White Earth Band and any elected Reservation Tribal Council member or tribal official with respect to any action taken in an official capacity, or in the exercise of the official's powers of any such office, in any action filed in the Tribal Court with respect thereto, may only be waived by a formal written Resolution of the White Earth Tribal Council. All waivers shall be unequivocally expressed in such resolution. No waiver of the Band's sovereign immunity from suit may be implied from any action or document. Waivers of sovereign immunity shall not be general but shall be specific and limited as to the jurisdiction or forum within which an action may be heard, the duration, action, and property or funds, if any, of the Band or any agency, subdivision or governmental or commercial entity of the Band subject thereto. No express waiver of sovereign immunity by written resolution of the Reservation tribal Council shall be deemed a consent to the levy of any judgement, lien, or attachment upon property of the Band or any agency, subdivision or governmental or commercial entity of the Band other than property specifically pledged or assigned therein.

CHAPTER 2: LAND ASSIGNMENTS

§2.01 Purpose

This chapter is established to govern the use of Land Assignments by the White Earth Land Office for establishing homesites for use and development by individuals.

§2.02 Interest Conveyed

1. A Land Assignment is a possessory interest. A Land Assignment is a grant of permission by the White Earth Reservation Business Committee to use and occupy a described portion or parcel of Tribal land for such purposes, for such time, and under such conditions as set forth in the Land Assignment Agreement and as outlined in this Ordinance.
2. A Land Assignment is not a lease. A Land Assignment does not confer any vested interests, compensable rights of ownership or title in the Land, or its mineral, timber, or water resources beyond the will of the White Earth Reservation Business Committee, as circumscribed herein. A residential lease is possible for tribal members who need financing. Residential leases are not covered by this Ordinance.
3. A Land Assignment may not be leased, rented, assigned, transferred, mortgaged, made subject to a lien, placed as collateral, or otherwise encumbered in any manner.
4. The Tribe expressly reserves the right to grant easements and rights-of-way and enter into other agreements for use and ingress and egress across lands with a Land Assignment without the consent of the Assignee.

§2.03 Application

Applications to apply for a Land Assignment may be obtained from the White Earth Land Office.

§2.04 Approval and Acceptance

1. Land Assignments are effective upon approval by the White Earth Reservation Business Committee by Resolution.
2. If the assignment has not been signed by the Assignee within thirty (30) days of RBC approval, the Land Office may consider the Land Assignment rejected by the Assignee and may cancel without any further notice to the Assignee.

3. If no improvements are made to the improved site within thirty (30) days of RBC approval, the Land Office may consider the Land Assignment rejected by the Assignee and may cancel without further notice to the Assignee.
4. If no improvements are made to an unimproved site within three (3) months of RBC approval, the Land Office may consider the Land Assignment rejected by the Assignee and may cancel without further notice to the Assignee.

§2.05 Extensions to Timelines for Good Cause

Extensions to any timelines contained herein may be granted by the Land Office for good cause upon request of Assignee. When the Land Office makes a finding of lack of good cause, the Land Office will provide the basis for their determination in writing to the Assignee. The Land Office may request documentation to verify good cause and failure to provide the requested documentation may result in a finding of lack of good cause. If the Land Office makes a finding of good cause the Assignee will be notified and given an extended timeline that is reasonable given the circumstances.

§2.06 Responsibilities of Assignees

1. Assignees agree to certain responsibilities developed by the White Earth Land Office in order to protect lands for current and future generations and must:
 - a. Establish their land assignment as their primary residence with one residential dwelling and such related structures;
 - b. Keep a valid mailing address and telephone number on record with the White Earth Land Office;
 - c. Keep an updated emergency contact on record with the White Earth Land Office;
 - d. Respond to correspondence from the White Earth Land Office within timelines requested or otherwise in a timely manner;
 - e. Keep all dwellings, buildings, improvements, and the premises in good repair. Failure to do so will result in ineligibility for future land assignments until costs associated with clean up or repair are paid in full to the Land Office ;
 - f. Keep lands and premises in an orderly, clean and healthful condition;
 - g. Have no more than one (1) unregistered vehicle on the property unless located within an enclosed building, provided that such vehicle(s) does not pose a threat to public health or safety, community appearance, economic development, or property values. More than one unregistered vehicle may be allowed if the Assignee has prior written permission from the Land Office;

- h. Use lands and premises in a steward like manner including obtaining a building permit and any other required permits or prior written approval before preparing land for improvements or removing trees or any natural vegetation; and
- i. Request a modification to their original land assignment to either add additional occupants or to accept responsibility for any additional occupants on the land assignment to the extent permitted by federal or tribal law

§2.07 Cancellations

1. Land Assignments may be cancelled by the Land Office for:

- a. Failure to comply with the terms of the Land Assignments;
- b. Failure to comply with the laws, regulations, policies, customs, or practice of the White Earth Band of Ojibwe;
- c. Failure to comply with applicable federal laws and regulations;
- d. Using or permitting the use of any part of the premises of any unlawful purpose;
- e. Transferring, assigning, renting, or exchanging the Land Assignment without prior written approval from the Land Office;
- f. Granting leases, easements, rights-of-way, or entering other contracts involving the use and management of the land without written approval;
- g. Creating a public nuisance, and otherwise allowing conditions to exist which would endanger the safety, health, life or property of another person;
- h. Unauthorized destruction or damage to any land or resources;
- i. Non-use of the property beyond the limits established in law or in the Land Assignment;
- j. Willfully falsifying documents used in determining matters before the Tribe, or including incorrect information therein, if such inclusion was a deliberate and material misstatement of fact;
- k. Willfully providing false or misleading information to the Land Office;
- l. Abandoning the site; and
- m. Removing fixed improvements from the site.

2. A land assignment will not be cancelled solely based on political or religious affiliations, beliefs, or acts of the assignee, or solely based on the sex or sexual orientation of the Assignee.

§2.08 Procedures for Cancellation

1. Cancellation by Rejection: The Land Office may determine the Assignee has rejected a Land Assignment Agreement and will reassign the site without further notice to the proposed Assignee. The Land Office may determine a cancellation by rejection when there is no finding of good cause for an extension and:
 - a. The assignment has not been signed by the Assignee within thirty (30) days of RBC approval; or
 - b. No improvements are made to the improved site within thirty (30) days of RBC approval; or
 - c. No improvements are made to an unimproved site within three (3) months of RBC approval.
2. Cancellation by Noncompliance: If Land Office determines there is violation to a term in Land Assignment Agreement and/or the Land Assignment Ordinance, the Land Office shall issue a Notice of Noncompliance to the Assignee and provide the Assignee a reasonable opportunity to cure the violation.
 - a. Notice of Noncompliance must contain the violation(s) identified and a reasonable timeline to correct the violation(s) based upon the nature and circumstances of the violation.
 - b. The preferred method of service for the Notice of Noncompliance is personal service. The Land Office shall attempt personal service by conducting a diligent search. The Land Office may post the Notice of Noncompliance on a structure in a conspicuous place if possible. All attempts to locate the Assignee and personally serve shall be documented in the file.
 - i. If personal service is otherwise impractical, the Land Office will serve the Notice of Noncompliance by mail to the address on file. In the case of serious or repeat violations, the Land Office will serve Notice of Noncompliance by certified mail.
 - ii. If the Notice cannot be delivered by regular or certified mail, the Land Office will serve the Notice of Noncompliance in the local newspaper.
 - c. If the violation(s) is not cured when the timeline to cure a violation expires, the Assignee has not requested an extension, and the Assignee has been notified

pursuant to the above methods of notice, the Land Office may cancel the Land Assignment Agreement for Noncompliance.

- d. Multiple violations and Notices of Noncompliance during the term of the Land Assignment Agreement may result in a cancellation. The Land Office shall make this determination on a case-by-case basis.
3. Cancellation by Death: Upon the death of the Assignee where the Decedent is the only named individual on the Land Assignment, the Land Assignment is cancelled.
 - a. Upon the death of the Assignee who was married to a nonmember at the time of their passing the Land Assignment will be re-evaluated with heirs given first consideration.
 - b. If there is an action for probate, the Land Office shall not reassign the land assignment until the conclusion of the probate action.
4. Cancellation by Abandonment: The Land Office may cancel a land assignment if it determines the land assignment has been abandoned.
 - a. The Land Office must conduct at least three (3) inspections each at least two (2) weeks apart and document the results in the file prior to making such a determination of abandonment.
 - b. When the Land Office determines the land assignment is abandoned, the Land Office shall attempt to reach the Assignee by conducting a diligent search.
 - i. If the Land Office finds the Assignee the Land Office shall issue a Notice of Noncompliance and provide the Assignee reasonable time to correct.
 - ii. If the Land Office is unable to locate the Assignee the Land Office shall post notice in the local newspaper of the cancellation. Upon the expiration of the newspaper listing (i.e. when the next issue is posted) the land assignment shall be cancelled by the Land Office and reassigned without further notice to the Assignee.
5. Non-fixed Improvements after Cancellation: The Assignee shall have sixty (60) days to remove any non-fixed improvements and other personal property from the site from the date of cancellation. At the end of the 60 days, title to any improvements and other personal property attach to the land and become property of the White Earth Band of Ojibwe and may not thereafter be removed except with the written consent of the White Earth RBC. Upon showing a good cause, the removal timeline may be extended to prevent undue hardship.
6. Costs associated with Cancellations: If the land assignment site is found to be abandoned or damaged by the Assignee's or the conduct of their guests' or family's actions or inactions such as but not limited to dilapidated structures, other personal property, waste, debris, garbage, junk or other refuse the Assignee or Assignee's heirs shall be charged for

the full cost to cleanup a land assignment and remain ineligible for any land assignment until the costs have been paid in full. The Land Office may enter payment plans with individuals depending upon the circumstances.

§2.09 Assignee's Right to Appeal Final Decisions of the Land Office

1. Cancellations: The Assignee has the right to appeal the Land Office's cancellations by initiating an appeal with the Natural Resources Commission within 14 calendar days. Failure to initiate such an appeal to the Natural Resources Commission forfeits this right and the cancellation shall be final. The Natural Resources Commission has 5 business days to make a final decision on the Assignee's appeal.

a. After an Assignee has appealed to the Natural Resources Commission and received a final decision, the Assignee may initiate a proceeding in Tribal Court to review the Natural Resources Commission's decision within 14 calendar days. Failure to initiate such a proceeding in Tribal Court within 14 calendar days shall forfeit this right.

2. Lack of Good Cause: The Assignee has the right to appeal the Land Office's decision to deny a timeline extension for lack of good cause by filing a written complaint to the White Earth Reservation Executive Director within three (3) business days.

§2.10 Modifications

1. Land Assignments may be modified by mutual agreement of the Parties upon approval of the WERBC by Resolution.
2. Land Assignments may be modified to address corrections to legal descriptions or clerical errors by Resolution and provide notice to the Assignee.

§2.11 Relinquishment of Land Assignment

1. An Assignee may relinquish their Land Assignment by completing and filing a Relinquishment form with the Land Office.
2. By signing the Relinquishment Form, a person relinquishes all rights and interests in their Land Assignment and any improvements thereon as of the date specified in the Relinquishment Form, or if no date is specified, then thirty (30) days after the filing with the Land Office.
3. Relinquishment will not release the Assignee from any obligations including damages, the costs of repairs or clean up, fines, or other actions arising from land assignment agreement.

§2.12 Improvements and Personal Property

1. Homes and structures such as garages, outbuildings, and sheds placed upon the land by the Assignee are considered personal property or a non-fixed improvement. Title to non-fixed improvements remain with the Assignee. Non-fixed improvements may be removed or sold at any time while the Land Assignment is in effect. Upon removal the land shall be returned to the same good condition as before the improvement was placed on it.
2. Water and sewage systems, trees, shrubs, placed or installed on the land are considered fixed improvements. Fixed improvements attach to the land and shall remain unless removal is authorized in writing by the Land Office, the White Earth Division of Natural Resources, or the WERBC.