



Little River Band of Ottawa Indians

2608 Government Center Dr.

Manistee, MI 49660

(231) 723-8288

Resolution #16-1130-364

*Approving Amendments to Housing Regulations Chapter 6-Pet and Animal Control Regulations
for Tribal Rental Units*

WHEREAS, the status of the *Gaá Čhíng Ziibi Daáwaa Aníshinaábek* (Little River Band of Ottawa Indians) as a sovereign and Treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Little River Band of Ottawa Indians (Tribe) is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new Constitution, pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon its approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, the Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, the Tribe adopted amendments to the Constitution on July 11, 2016 which became effective upon approval by the Assistant Secretary-Indian Affairs on August 24, 2016; and

WHEREAS, the legislative powers of the Little River Band are vested in the Tribal Council at Article IV, Section 7 of the Constitution; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(a) of the Constitution to enact ordinances and adopt resolutions to provide for the public health, peace, morals, education and general welfare of the Little River Band and its members and to govern the conduct of members of the Little River Band and other persons within its jurisdiction; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(f) to create by ordinance regulatory commissions or subordinate organizations and to delegate to such organizations the power to manage the affairs of the Little River Band; and

WHEREAS, the Tribal Council did by Ordinance #04-700-01 create the Housing Commission to oversee and regulate the Tribe's housing with the delegated power in Section 6.01(a) of that ordinance to develop and adopt regulations governing Tribal Housing on Tribal Trust or Fee Lands; and

WHEREAS, the Housing Commission approved certain amendments to Chapter 6 and forwarded those amendments to the Tribal Council for approval; and

WHEREAS, the proposed amendments were posted for public comment for 30 days; and

WHEREAS, Tribal Council held an open work session to discuss the proposed amendments; and

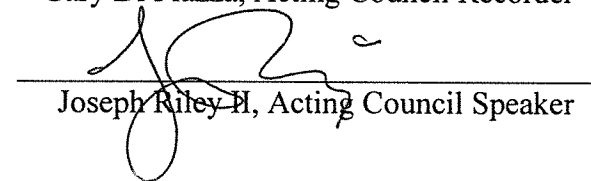
NOW THEREFORE IT IS RESOLVED that the Tribal Council adopts the following amendments to the Housing Regulations, Chapter 6-Pet and Animal Control Regulations for Tribal Rental Units.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Tribal Council with 7 FOR, 0 AGAINST, 0 ABSTAINING, 1 ABSENT, and 1 Vacant, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on November 30, 2016, at the Little River Band's Government Center in Manistee, Michigan, with a quorum being present for such vote.



Gary Di Piazza, Acting Council Recorder



Joseph Riley II, Acting Council Speaker

Attest:

Distribution: Tribal Records
Tribal Ogema
Tribal Court
Housing Department
Housing Commission

Housing Regulations

Regulation # R700-01: HC-6

Chapter 6. Pet and Animal Control Regulations for Tribal Rental Units

Section 1. Authority; Purpose

- 1-1. *Authority.* In accordance with Sections 6.01(a) of the Housing Commission Ordinance, #04-700-01, the Housing Commission hereby promulgates these pet and animal control regulations for Tribal Rental Units.
- 1-2. *Purpose.* The purpose of this Chapter is to establish a policy regarding pets and animal control in Tribal Rental Units. These regulations are designed to serve as:
 - a. A policy for the Housing Department.
 - b. A document that provides for consistent, equitable, and uniform treatment of tenants.
 - c. A basis for decision-making by Housing Department staff.
- 1-3. *Application.* This regulation is applicable to tenants in all Tribal Rental Units.

Section 2. Definitions

- 2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 through 5 and the Housing Commission Ordinance are considered as defined therein for purposes of this Chapter.
- 2-2. *Pet.* For purposes of this regulation a “pet” is defined as a common household animal, such as a dog, cat, bird, or fish, normally kept as a tenant’s companion. Horses, snakes, frogs, gerbils, rabbits, and other animals and birds normally found in the wild are specifically excluded from this definition. Also excluded are certain breeds of dogs of vicious nature, such as Pit Bulls, Doberman Pinschers, and Rottweilers.

Section 3. Authorization

- 3-1. *Scope.* Two pet, other than fish, is permitted for each rental unit, regardless of bedroom size. Each pet must be maintained responsibly and in accordance with all applicable public health, animal control, and animal anti-cruelty laws and regulations governing pet ownership. Any waste generated by a pet must be disposed of promptly in a sealed plastic bag to avoid any unpleasant and unsanitary odor.
- 3-2. *Written Authorization and Fee.* No resident is authorized to have a pet until written authorization and confirmation of compliance with this policy have been received from the Housing Department. When an authorization is granted the tenant shall pay a “pet deposit” in the amount of \$150.00 for one pet and \$250 if the tenant has two pets. The pet deposit will be used by the Housing Department at the end of the lease toward payment of any costs made necessary by pet damage. Otherwise, the pet deposit, or any balance

remaining, will be returned to the tenant after the premises are vacated, the keys are returned, and the unit has been inspected.

- 3-3. *Responsibility for Monetary Damage.* The tenant who is the head of household shall be monetarily responsible for any and all damage done by a pet or damage created by the possession of a pet regardless of which tenant actually owns the pet. This includes damage done to the rental unit, a neighboring rental unit, or any part of the rental community.
- 3-4. *Animals Must Have a Tag and Collar.* Dogs, Rabbits, and Cats must have a collar and a tag that has the owner's name and telephone number. Pets found without a collar and tag will be taken to Animal Control or a shelter. The resident will be charged a fee to cover the expense of removing the pet. It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges.
- 3-5. *Cats.* A cat must be spayed and declawed and the tenant must provide proof before receiving written authorization to have a pet. The resident must provide litter boxes for cat waste, which must be kept inside the dwelling unit. The resident shall not permit refuse from litter boxes to become unsanitary. Cats must be kept indoors. On a yearly basis, a tenant must provide a veterinarian certificate showing the cat is up-to-date on its inoculations including rabies. If within 90 days of the yearly deadline, the Housing Department has not received a veterinarian record indicating current inoculations, the Department will revoke the tenant's authorization to have a pet.
- 3-6. *Dogs.* A dog must be spayed and the tenant must provide proof before receiving written authorization to have a pet. On a yearly basis, tenant may have to provide veterinarian certificate showing the dog is up-to-date on its inoculations, including rabies. If within 90 days of the yearly deadline, the Housing Department has not received a veterinarian record indicating current inoculations, the Department will revoke the tenant's authorization to have a pet.
- 3-7. *Birds.* If the pet is a bird, it shall be housed in a birdcage and cannot be let out of the cage at any time.
- 3-8. *Fish.* If the pet is a fish, the empty water container must not be over 20 gallons and the container must be placed in a safe location in the unit. The tenant is limited to two containers for the fish; however, there is no limit on the number of fish that can be maintained in the container as long as the container is maintained in a safe and non-hazardous manner.

Section 4. Animal Control

- 4-1. *Pet care and control.* All pets must be housed within the rental unit and no facilities can be constructed outside of the unit for any pet. No animal shall be permitted to be loose and if the pet is taken outside it must be on a leash and kept off other residents' lawns.

All authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object, is not under the control of an adult. Pets which are unleashed, or leashed and unattended, will be taken to local Animal Control or a shelter. It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges. If the Housing Department has to take a pet to Animal Control the resident will be charged the fee to cover the expense of removing the pet.

Pets may not be left unattended for more than eight (8) consecutive hours for dogs or twelve (12) consecutive hours for a cats. If it is reported to the Housing Department that a pet has been left unattended for more than an eight (8) consecutive hours for a dog or twelve (12) consecutive hours for a cat, the Housing Department may enter the unit and remove the pet and transfer the pet to Animal Control or a shelter. The cost of removing the pet will be assessed to the tenant.

- 4-2. *Peaceful Enjoyment.* Pets shall not disturb, interfere, or diminish the peaceful enjoyment of other tenants. The terms, “disturb, interfere or diminish” shall include, but not be limited to barking, howling, chirping, biting, scratching and other like activities. If a pet violates the peaceful enjoyment of other tenants as expressed in submitted written and signed complaint, the tenant pet owner will be given one week to make arrangements for the pet to be removed from the property. If the pet should become destructive, create a nuisance, represent a threat to the safety and security of other tenants, or guests, or create a sanitation concern, the Housing Department Director shall notify the tenant, in writing, that the pet must be immediately removed from the property. The tenant may file a request for consideration stating the measures adopted to correct the situation. If his request for consideration is denied, the tenant may file an appeal before the Housing Commission as per Article VI, Section 6, paragraph 6.03 of the Housing Ordinance, however, the pet must be removed while any consideration by the Department or appeal with the Commission is pending.
- 4-3. *Waste.* The tenant is solely responsible for cleaning up the waste of the pet within the dwelling, on the grounds of the rental property as well as on the grounds of the subdivision when applicable. If the pet is taken outside, it must be on a leash at all times. If there is any solid waste by the pet it must be disposed of in a plastic bag, securely tied and placed in the tenant’s garbage. If the Housing Department is required to clean any waste left by a pet, the tenant will be assessed a charge for the removal of waste, this includes the removal of waste to care from the grounds surrounding the rental unit. The Director is authorized to determine these fees annually.
- 4-4. *Maintenance Calls.* The tenant shall have dogs restrained so that maintenance can be performed in the rental unit. The resident shall, whenever an inspection or maintenance is scheduled, either be at home or shall have all animals caged or restrained. If a maintenance person enters the unit where an animal is not caged or restrained, maintenance shall not be performed, and the resident shall be charged a fee for the call. It shall be the responsibility of the resident to reclaim the pet at the owner’s expense. If

the Housing Department has to remove a pet, the tenant will be charged an additional fee. The Director is authorized to determine these fees annually.

Section 5. Adoption; Amendment; Repeal

- 5-1. *Adoption.* This Chapter is adopted by the Housing Commission by Resolution HC 2016-0818-003 on August 18, 2016 and approved by the Tribal Council on November 30, 2016 by Resolution #16-1130-364.
- 5-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians.
- 5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.
- 5-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the ‘spirit’ of this regulation rather than complete compliance is acceptable.
- 5-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.
- 5-6. *Effective Date.* This Regulation shall take effect on the date of approval by Tribal Council.