



## **Little River Band of Ottawa Indians**

2608 Government Center Drive

Manistee, MI 49660

(231) 723-8288

### **Resolution #21-0505-120**

#### *Approval of Housing Commission Regulation, 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 Tribal Council is authorized under Article IV, Section 7(a) to provide for the public health, peace, morals, education and general welfare of the Little River Band and its members; 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 adopted Resolution #19-1205-08 approving redline changes to Chapter 6 Pet and Animal Control Regulations for Tribal Rental Units; and

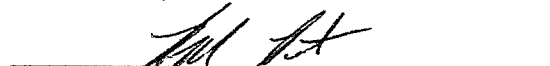
WHEREAS, the Tribal Council held a final Work Session after public comment on April 12, 2021 to discuss questions and concerns of the Tribal membership.

NOW THEREFORE IT IS RESOLVED that Tribal Council adopts the redline changes to 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 9 FOR, 0 AGAINST, 0 ABSTAINING, and 0 ABSENT, at a Regular Session of the Little River Band of Ottawa Indians Tribal Council held on May 5, 2021, via ZOOM, with a quorum being present for such vote.

  
Gary Di Piazza, Tribal Council Recorder

  
Ronald Pete, Tribal Council Speaker

Attest:

Distribution:      Council Records  
                         Tribal Ogema  
                         Tribal Court  
                         Housing Department

**Housing Regulations**  
Regulation # R700-01: HC-6

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

**Section 1. Authority; Purpose; Application**

- 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 living within a twenty (20) gallon fish tank or smaller, normally kept as a tenant’s companion. Horses, snakes, frogs, gerbils, rabbits, animals considered livestock and other animals and birds normally found in the wild are specifically excluded from this definition. Dogs of vicious nature or a reputation are excluded.

**Section 3. Authorization**

- 3-1. *Scope.* Two (2) pets or service animals, other than fish, are permitted for each housing 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 tenant is authorized to have a pet until written authorization and confirmation of compliance with this Regulation have been received from the Housing Department. When an authorization is granted the tenant shall pay a refundable “pet deposit” in the amount of \$150.00 for one pet and \$250.00 if the tenant has two (2) 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. Failure to register a pet with the Housing Department will result in a non-refundable \$15.00 fee every month that the pet is not registered.

- 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 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. It shall be the responsibility of the tenant to reclaim the pet and to pay for any associated charges, including removal expenses incurred.
- 3-5. *Cats.* A cat must be spayed and the tenant must provide proof before receiving written authorization by the Housing Department to have a pet. The tenant must provide litter boxes for cat waste, which must be kept inside the dwelling unit. The tenant shall not permit refuse from litter boxes to become unsanitary. Cats must be kept indoors. On a yearly basis, tenant must provide a photograph of the pet and a veterinarian certificate showing the cat is up-to-date on its inoculations including rabies. If within ninety (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 and the tenant will be charged a non-refundable \$15.00 fee every month until the pet is authorized by the Housing Department.
- 3-6. *Dogs.* All dogs must be spayed. All dogs must be under fifty (50) pounds when fully grown. The tenant must provide proof of spayed status and size before receiving written authorization to have a pet. Pets that are over the fifty-pound limitation and that are already living in Aki are exempt from this requirement. On a yearly basis, tenant shall provide a photograph of the pet and provide a veterinarian certificate showing the dog is up-to-date on its inoculations including rabies. If within ninety (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 and the tenant will be charged a non-refundable \$15.00 fee every month until the pet is authorized by the Housing Department.
- 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 twenty (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.

- 3-9. *Service Animals.* A Service Animal means any animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or that provides emotional support that alleviates one or more identified effects of a person's disability. A service animal is not a pet.

#### **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 tenants' lawns.

For the safety of the community, all authorized pet(s) must be under the control of an adult. An unleashed pet, or one tied to a fixed object including but not limited to the housing unit, and left unattended is not under the control of an adult. Pets which are unleashed, or leashed and unattended, will be taken to a 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 related to removal or claiming the animal by the Housing Department or a third party. The Director is authorized to determine these fees annually.

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 have the pet taken to a 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 related to removal or claiming the animal by the Housing Department or a third party. The Director is authorized to determine these fees annually.

Pets may not be left unattended in vehicles. An individual may take all steps that are reasonably necessary to remove an animal from a motor vehicle if the animal's safety, health or well-being appears to be in immediate danger from heat, cold or lack of adequate ventilation and the conditions could reasonably be expected to cause extreme suffering or death.

- 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 a signed writing, the tenant pet owner will be given one (1) 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 sanitation concern, the Housing

Department Director shall notify the tenant, in writing, that the pet must be immediately removed from the property. The Housing Department may alert Animal Control or the Public Safety Department to remove the pet or issue a citation if the pet is not removed in a timely matter and the pet threatens the safety of the community. The tenant may file a request for consideration stating the measures adopted to correct the situation. If the 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 Commission Ordinance, however, the pet must be removed while any consideration by the Department or appeal with the Commission is pending.

- 4-3. *Disturbance of the Peace.* The Public Safety Department shall have the authority to issue civil infractions to the Head of Household should a Pet disturb the peaceful enjoyment of the Housing Community. Disturbance of peaceful enjoyment of the community includes, but is not limited to, barking or other noises. Unreasonable barking or other noises shall mean barks, bays, cries, howls or other noises that are continuous or incessant for a period of 30 minutes or intermittent for a period of one hour or more. Barking noises shall not be considered unreasonable if the animal is responding to a trespass or attempted trespass. Civil infractions fines will be set by the Tribal Court.
- 4-4. *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.
- 4-5. *Maintenance Calls.* The tenant shall have dogs restrained so that maintenance can be performed in the rental unit. The tenant 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 tenant shall be charged a fee for having to return at a different time. The Director is authorized to determine these fees annually.
- 4-6. *Service Animals.* Individuals with a disability may request to keep an assistance animal as a reasonable accommodation. A request must be made to the Housing Department and supported by reliable disability-related information, if the disability and disability-related need for the animal are not apparent the Housing Department may request such information. A request may be denied if: (1) the specific assistance animal in question poses a direct threat to the health or safety of others that cannot be reduced or eliminated by another reasonable accommodation, or (2) the specific assistance animal in question would cause substantial physical damage to the property of others that cannot be reduced

or eliminated by another reasonable accommodation. Breed, size, and weight limitations may not be applied to an assistance animal. A determination that an assistance animal poses a direct threat of harm to others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence about the specific animal's actual conduct, not on mere speculation or fear about the types of harm or damage an animal may cause and not on evidence about harm or damage that other animals have caused. Conditions and restrictions that the Housing Department applies to pets may not be applied to assistance animals.

## **Section 5. Adoption; Amendment; Repeal**

- 5-1. *Adoption.* This Chapter is adopted by the Housing Commission by Resolution HC 2019-1205-08 on December 5, 2019 and approved by the Tribal Council on May 5, 2021 by Resolution #21-0505-120.
- 5-2. *Amendment; Repeal.* This regulation may be amended or repealed 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. Provided that, any amendments must approved or adopted in the same manner as set forth in section 5-1.
- 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.