# THE AL'MAURII KHAN NATION

TRIBAL CONSTITUTION AND CODEX

For the protection of Our Ancestral lands and the better governing of Ourselves and Our posterity in accordance with and under the laws of the Creator of All things made manifest.

MAY 20, 2024

**AL'MAURII KHAN TRIBAL TRUST**

**Territorial Jurisdiction: Moorish Dominions: Northwest Amexem / Turtle Island: commercially called North America**

**Holy Moorish Koran Chapter XLVII**
**Egypt, the Capital Empire of the Dominion of Africa**

1. The inhabitants of Africa are the descendants of the ancient Canaanites from the land of Canaan.
2. Old man Cush and his family are the first inhabitants of Africa who came from the land of Canaan.
3. His father Ham and his family were second. Then came the word Ethiopia, which means the demarcation line of the dominion of Amexem, the first true and divine name of Africa. The dividing of the land between the father and the son.
4. The dominion of Cush, North-East and South-East Africa and NorthWest and South-West was his father's dominion of Africa.
5. In later years many of their bretheren from Asia and the Holy Lands joined them.
6. The Moabites from the land of Moab who received permission from the Pharaohs of Egypt to settle and inhabit North-West Africa; they were the founders and are the true possessors of the present Moroccan Empire. With their Canaanite, Hittite, and Amorite bretheren who sojourned from the land of Canaan seeking new homes.

7. Their dominion and inhabitation extended from North-East and SouthWest Africa, across great Atlantis even unto the present North, South, and Central America and also Mexico and the Atlantis Islands; before the great earthquake, which caused the great Atlantic Ocean.
8. The River Nile was dredged and made by the ancient Pharaohs of Egypt, in order to trade with the surrounding kingdoms. Also the Niger river was dredged by the great Pharaoh of Egypt in those ancient days for trade, and it extends eastward from the River Nile, westward across the great Atlantic. It was used for trade and transportation.

9. According to all true and divine records of the human race there is no negro, black, or colored race attached to the human family, because all the inhabitants of Africa were and are of the human race, descendants of the ancient Canaanite nation from the holy land of Canaan.
10. What your ancient forefathers were, you are today without doubt or contradiction.
11. There is no one who is able to change man from the descendant nature of his forefathers; unless his power extends beyond the great universal Creator Allah Himself.
12. These holy and divine laws are from the Prophet, Noble Drew Ali, the founder of the uniting of the Moorish Science Temple of America. 13. These laws are to be strictly preserved by the members of all the Temples, of the Moorish Science Temple of America. That they will learn to open their meeting and guide it according to the principles of Love, Truth, Peace, Freedom and Justice.
13. Every subordinate Temple of the Grand-Major Temple is to form under the covenant of Love, Truth, Peace, Freedom and Justice; and to create their own laws and customs, in conjunction with the laws of the Holy Prophet and the Grand Temple. I, the Prophet, Noble Drew Ali, was sent by the great God, Allah, to warn all Asiatics of America to repent from their sinful ways; before that great and awful day that is sure to come.
14. The time has come when every nation must worship under its own vine and fig tree, and every tongue must confess his own.
15. Through sin and disobedience every nation has suffered slavery, due to the fact that they honored not the creed and principles of their forefathers. 17. That is why the nationality of the Moors was taken away from them in 1774 and the word negro, black and colored, was given to the Asiatics of America who were of Moorish descent, because they honored not the principles of their mother and father, and strayed after the gods of Europe of whom they knew nothing.

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TRIBAL COURT WARRANT OF AUTHORITY FOR SUPREME COURT OF THE AL'MAURII KHAN NATION.....18 pages.

**TRIBAL CONSTITUTION FOR THE AL' MAURII KHAN MOORS OF NORTH AMERICA**

A Matriarchy;

also known as "Signatory Tribe" or "Signatory Nation" or "Moorish Government" or where as inferred in local and or international law.

PREAMBLE

We, the Aboriginal People, Al'Maurii Khan Tribal Nation de Societas Republicae Ea Al Maurikanos, protected under the Al'Maurii Khan Tribal Trust, here and now lay down in writing, the laws and oversight of the already historically established Moorish Nation / tribe via ancestral lineage, the Moorish Circle 7 Holy Koran and the ever present Zodiac Laws of Nature [Moorish Zodiac Constitution], to promote the well-being, cleanse, conserve and develop our lands and resources, provide for our defense and re-secure and secure to ourselves and our generations to come, with Privileges and Immunities already established at the onset of Creation of all. We are a Signatory Tribal Nation of North America, part and parcel of the true original Mississippian people with the land being willed originally by the Great Spirit; land that was unlawfully and forcefully stolen, now hereby taken back with the help and authority [Will] of the Great Spirit – God – Allah – Most High – Creator of All that is was and ever shall be.

## ARTICLE 1 – TERRITORY

The jurisdiction of the Al'Maurii Khan Tribal Nation (also referred to as "Tribe" or "Tribal" or "Nation") of Aboriginal people, referenced as Mississippian, Algonquin, and all other aboriginal names, shall extend to the original lands inhabited by all of our Ancestors pursuant the Moorish Circle 7 Holy Koran Ch. 47, v.7, which includes North America, also recognized by all of our Ancestors and Generations as Turtle Island, The North Gate, and all lands originally occupied by aboriginal offspring peoples before colonization by the intruder Caucasian-Europeans and others. Jurisdiction also includes any property, tangibles, lands or buildings designated specifically as being owned, occupied, or possessed by the Al'Maurii Khan Tribal Trust and or an Al'Maurii Khan Nation tribal national.

Section 1. Removal of Trespassers, Tribal Nationals or Guests from Tribal Lands or Property. Laws pertaining to removal of individuals or groups shall be determined upon receipt or acquisition of Tribal Trust Land and / or territories.

a. Any person not authorized under this constitution and or the Supreme laws found to be trespassing or in trespass on any lands secured, occupied, and or tended to by tribal members, nationals, and denizens by and through treaty rights, jus sanguine rights or jus soli rights shall be considered a 'trespasser', a 'criminal', and evicted / removed from lands and fined according to the civil laws of this tribe.

b. Proclaimed Reservation lands are described as follows:

(1) "That part of the South ½ of Section 17, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of Atlantic Coast Line Rail Road right-of-way; TOGETHER with that portion of the former railroad right-of-way lying between the West extensions of the North and South boundaries of the afordescribed premises; & that part of Section 19, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of U.S. Highway No. 301, all of Section 20, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of U.S. Highway No. 301 and all lots and blocks in KINGSTON CITY, as per map or plat thereof as recorded in Plat Book 23 on Page 60 of the Public Records of Hillsborough County, Florida and all lots and blocks in KENWOOD GARDENS, as per map or plat thereof as recorded in

Plat Book 12 on Page 60 of the Public Records of Hillsborough County, Florida and a portion of Section 30, Township 27 South, Range 21 East, Hillsborough County, Florida, be more particularly described as follows:
Commence at the Northwest corner of the Northeast ¼ of said Section 30; thence North 89 degrees 10 minutes 42 seconds East for a distance of 133.45 feet to the point of beginning; thence South 60 degrees 45 minutes 00 seconds East, for a distance of 119.74 feet to a point on the South line of the North 60 feet of the East ½ of said Section 30; thence South 89 degrees 10 minutes 41 seconds West, along the said South line for a distance of 138.37 feet, to a point on the Easterly right-of-way line of S.C.L. Railroad Right-of-way; thence North 29 degrees 15 minutes 00 seconds East, along the said Easterly right-of-way line of the S.C.L. Railroad, for a distance of 69.34 feet to the Point of Beginning."

(2) Lot 13, Block 56, St. Johns Riverside Estates, Highlands Section Unit 2, according to the Plat thereof, as recorded in Plat Book 5 Page 43, of the Public Records of Putnam County, Florida in the County of Putnam, Florida territory, North America / Northwest Amexem / Indian Country 18 USC 1151, on unincoporated lands catalogued under Township 39, Range 11, Section 26 East Surveyed & Approved by Benjamin A Putnam (Surveyor General) under the authority of the United States.

## ARTICLE 2 – NATIONAL STANDING

Section 1. Tribal National standing with the Al'Maurii Khan Tribal Nation shall be determined by the 13 Clan Mothers and Sagamore collectively on a case by case basis, requirements being:

a. A tribal National's ancestors appear on the various rolls, including the Dawes Roll, Freedman Rolls, or other rolls, or documentation where the tribal National's name or ancestors appear on one of the roll corrections;
b. A tribal National possesses verified documentation of ancestral lineage and / or signs an affidavit stating thus;
c. A direct bloodline relative petitions and is accepted for National standing;
d. A special circumstance determination by the 13 Clan Mothers and Sagamore.

Section 2. Tribal National Standing of the Al'Maurii Khan Tribal Nation shall be automatic when:

a. An offspring (or children) arrives to or related by blood to any founding original Clan National;
b. An offspring (or children) arrives to any Clan National, and
c. All National requirements are fulfilled by the above mentioned.

Section 3. The 13 Clan Mothers and Sagamore collectively shall have the authority to present a Declaration of Standing or Nationality, other documentation introducing new Nationals, and / or adopt laws concerning future Nationals not connected by and within Clan bloodlines, and to do the same for bloodline members as well.

Section 4. Denizens and Nationals defined.

a. “Denizens” of Al’Maurii Khan Tribal Nation are people who wish to gain the standing of being a Al’Maurii Khan Tribal Nation National, but are in a probationary investigative period;
b. “Denizens” of the Tribe may be bloodline relatives who may elect to not be “Nationals”, but because of bloodline status, they are automatically recognized and considered Denizens within the Nation, and classified as such; and
c. “Nationals” are people who have been officially proclaimed by the 13 Clan Mothers as Clan women and men of Al’Maurii Khan Tribal Nation.

## ARTICLE 3 – REMOVAL OF TRIBAL NATIONALS

Section 1. Complaint and Representation. Any complaint brought against a National must be in writing and attested to by affidavit before conviction, as guilt must be proven within a court of Constitutional jurisdiction of the nation offended. The accused must receive due notice of the charges against her or him and an opportunity to be heard in her or his own defense. Any such Al’Maurii Khan Tribal Nation National may petition to the Office of Tribal Justice and Legal Affairs Tribal Law Council for representation of the Chief Tribal Counselor of Law, or per request of the Sagamore Tribal Counselor of Law to seek and obtain other representation to assist in her or his defense. This section does not apply to 13 Clan Mothers or Nation Government Council member removal.

Section 2. No Harm. Any Al’Maurii Khan Tribal Nation National who has subjected themselves to the violation of laws of another nation, or subjected themselves to another person of another nation, is then within the jurisdiction of that nation, and if convicted of a felony or any other offense involving dishonesty, fraud or physical harm to another living human being, or the unjust slaughter of any animal brother or sister in any way other than for food or clothing or tribal ceremony that violates that nation’s laws and / or ordinances, and actions including espionage or coups to overthrow that nation’s leadership jeopardizing the safety of that other nation, will have alienated themselves and forfeited all of their National rights and their birthright within the Al’Maurii Khan Tribal Nation, and subject to banishment from the Al’Maurii Khan Tribal Nation forever.

## ARTICLE 4 – GOVERNING BODY

Section 1. The governing body of the Al’Maurii Khan Tribal Nation under this Constitution shall be by Clan Mothers, numbering greater than one (1) and no more than thirteen (13); and the 13 Clan Mothers shall be comprised of 13 Council seats for the Clan Mothers, the council seat for Sagamore, Vice Sagamore, War Chief, Nation Secretary, Nation Treasurer, and others to be determined, with amendments provided herein upon creation of other Nation Supporting Council seats. If any of the 13 Clan Mothers seats become / are vacated, the Al’Maurii Khan Tribal Nation 13 Clan Mothers shall continue in operation with remaining existing Clan Mothers until the vacant seats are filled. Other provisions pertaining to this ARTICLE 4 will be adopted and amended by the 13 Clan Mothers with assistance from the Sagamore and any Council so designated to provide input by the 13 Clan Mothers and Sagamore collectively. The Sagamore and Vice Sagamore can only be held by bloodline family Nationals for onehundred years from date of last signature obtained of the signing of this Nation Constitution 2015.

Section 2. The 13 Clan Mothers and Sagamore collectively shall have authority to make changes in the foregoing and within this Constitution according to future Nation and tribal National's needs.

Section 3. The 13 Clan Mothers council seat holders, when elected, shall serve for 13 years until / or:

a. Their crossing over [death];
b. The Clan Mother wishes to resign;
c. If deemed mentally or physically unfit for council by the remaining Clan Mothers and Sagamore collectively; or
d. Found to be guilty of ARTICLE 4 Sections 5 and 6 and / or ARTICLE 11, and will be punished as per this ARTICLE 4 Sections 5 and 6, and / or ARTICLE 11.

Section 4. Elections. Elections for the 13 Clan Mothers, after the first election, shall be called by the 13 Clan Mothers and the Sagamore at least 60 (sixty) days prior to the expiration of 13 Clan Mothers term seated at council. Emergency elections must be called 1 (one) week ahead of the election by the 13 Clan Mothers and Sagamore collectively.

Section 5. Nation Council Seat Removal and Vacated Council Seat. Any Al'Maurii Khan Tribal Nation member of the initial 13 Clan Mothers, Governmental leadership councils, other governmental support councils, or other Nation council member found to be convicted of a felony or harming of another nation's citizen, or involved in dishonesty or fraud in any way, including espionage or coups to overthrow the Al'Maurii Khan Tribal Nation leadership, or extended absence without just cause of a month or more without notification, or any act jeopardizing the safety, well-being, and forward moving operation of the Al'Maurii Khan Tribal Nation, will have forfeited their council seat permanently within the Al'Maurii Khan Tribal Nation, subject to banishment from the Al'Maurii Khan Tribal Nation upon two-thirds vote by the 13 Clan Mothers and Sagamore collectively. Once removed, the removed member will be replaced by any one deemed appropriate by two-thirds vote of 13 Clan Mothers and Sagamore collectively; ARTICLE 3 does not apply for this Section 5. The removed council member can never hold any Nation council seat again, but, upon majority vote of the 13 Clan Mothers and Sagamore collectively, may remain a National depending upon severity of the crime against the Nation and / or any of the people or citizens of other nations according to this ARTICLE 4 Sections 5 and 6, and / or ARTICLE 11.

Section 6. No original founding Al'Maurii Khan Tribal Nation Nationals of the Initial 13 Clan Mothers, Sagamore, or other leaders shall be removed from the 13 Clan Mothers or other Governmental leadership councils, unless two-thirds of 13 Clan Mothers and Sagamore collectively have found them to be guilty, with evidence, according to this ARTICLE 4 Sections 5 and 6. and / or ARTICLE 11. The 13 Clan Mothers have the authority, upon consultation with the War Chief, to remove the Sagamore if the Sagamore is found guilty of any of the above listed infractions. Any 13 Clan Mothers / Governmental leadership council member found guilty of the aforementioned will be permanently removed from the 13 Clan Mothers / Governmental leadership councils, upon two-thirds, but according to the severity of the crime, will continue to be a National depending on the severity of the crime. If anyone of the aforementioned initial 13 Clan Mothers / Governmental leadership councils wishes to remove her or his self verbally or in

writing addressed to the 13 Clan Mothers and Sagamore, then they shall be removed from the 13 Clan Mothers / Governmental leadership councils, by two-thirds vote, but will remain a National upon request. Hearsay is not permissible for criminal removal consideration; solid evidence must be provided for removal of any council member accused of violations listed herein. The accused has the right to tribal justice counsel and the council member may defend oneself.

Section 7. The Al'Maurii Khan Tribal Nation 13 Clan Mothers and Sagamore collectively shall be the sole judge / decider of the Constitutional qualifications and standings of the Nations councils and Nationals.

## ARTICLE 5 – 13 CLAN MOTHERS & OTHER GOVERNMENTAL COUNCIL MEETINGS, PROCEDURES, and RESPONSIBILITIES

Section 1. Meetings and Procedures.

a. It shall be the duty of the Sagamore to reside over all meetings of the 13 Clan Mothers and to carry out all orders of the 13 Clan Mothers, unless prevented by just causes. The Sagamore, with assistance from Vice Sagamore and other appointed council seats in council with 13 Clan Mothers, shall exercise powers delegated to the Sagamore by the 13 Clan Mothers.

b. An official record of each regular and special meeting of the 13 Clan Mothers shall be kept by the Secretary designate; the secretary of each separate governmental council shall keep record of each regular and special meeting for that council.

c. The Al'Maurii Khan Tribal Nation 13 Clan Mothers, to include the Sagamore from time to time if need be, shall conduct a mandatory regular meeting on the seventh day of each month, and / or whenever a 13 Clan Mothers meeting has been scheduled by two-thirds Members 13 Clan Mothers; but if the seventh of each month falls on any holiday officially observed by the Al'Maurii Khan Tribal Nation, the Regular meeting shall occur on the next business day, or when accepted by two-thirds of the 13 Clan Mothers and Sagamore collectively.

d. All of the 13 Clan Mothers, to include the Sagamore, must be present to constitute a quorum, and may only be excused with good cause, which include acts of the Great Spirit and health reasons, and those situations deemed emergent by the 13 Clan Mothers and Sagamore.

e. -Unofficial meeting or meetings called (meeting(s) not arranged by two-thirds 13 Clan Mothers and Sagamore collectively or separately, with any governmental council members present in person or appearing by other means, i.e. computer, phone, etc.) concerning Nation affairs are considered 'informal' and are considered dishonest, 'coups', espionage, overthrow, and / or fraud. Any regular, special, or emergency meeting called by the 13 Clan Mothers, Sagamore, Nation Support Councils, or any Nation council tribal member in gathering, who exchange, communicate, and / or disseminate information concerning private secret Nation affairs, not constituting a quorum, and having not communicated a regular, special, or emergency meeting was to take place with all Council seats, is / are considered dishonest, 'coups', espionage, overthrow, and / or fraud. Those involved will be punished according to ARTICLE 4 Sections 5 and 6. and / or ARTICLE

11, and may or may not be present during a special meeting called of 13 Clan Mothers, the Sagamore and the War Chief. If present, grievance may be presented by complainant.

a. When two thirds of 13 Clan Mothers Members sign a written statement requesting, or two-thirds of the 13 Clan Mothers vote for a Special meeting, a Special meeting may be called no sooner than in two (2) days.

b. The 13 Clan Mothers, in conjunction with / or Sagamore separately, or the War Chief, may call an Emergency meeting to deal with natural, biological, chemical, military, or other situation considered "emergency" upon their discretion, individually or collectively. If the Sagamore or War Chief calls an emergency meeting, all 13 Clan Mothers must be notified, and if any are unreachable, then at least 7 Clan Mothers must be notified.

Section 2. Responsibilities.

a. The Vice Sagamore shall perform the duties and execute the powers of the Sagamore in the absence of the Sagamore, and shall assume the Sagamore duties in the event of a vacancy in the council seat of Sagamore. If the Vice Sagamore is unavailable for any reason, the 13 Clan Mothers shall assume all power to execute Nation business and actions until the Sagamore or Vice Sagamore returns or until either or both seats are appointed.

b. The 13 Clan Mothers shall adopt ordinance and policy for establishing the order of business in any Regular or Special meeting of the 13 Clan Mothers.

c. The 13 Clan Mothers and Sagamore collectively shall be in charge of all Trust, Nation and tribal matters that arise including administration of land provisions of this Constitution, and such other matters as may be delegated. The Sagamore, Vice Sagamore,
War Chief, Secretary, Treasurer, and any other council seat designated by the 13 Clan Mothers shall make a report at each Regular and Special session of the 13 Clan Mothers, and shall adopt laws and policy that are consistent with laws or policy adopted by the 13 Clan Mothers, and with The Great Law of Peace.

d. The Nation Treasurer shall be the custodian of all funds, which come under the jurisdiction or control of the Al'Maurii Khan Tribal Nation 13 Clan Mothers and Sagamore collectively. The Nation Treasurer shall pay out funds in accordance with the laws and policy, and amendments to this Constitution, established by the 13 Clan Mothers and Sagamore collectively, and shall keep accounts of all receipts and disbursements, and shall make written reports to the 13 Clan Mothers at each Regular and Special meeting. The Nation Treasurer shall be bonded in such an amount as the 13 Clan Mothers and Sagamore collectively shall provide. In the absence of a Nation Treasurer, the 13 Clan Mothers shall appoint an interim Nation Treasurer.

e. The Nation Secretary shall keep an official record of each regular and special meeting of the 13 Clan Mothers, and shall perform other duties delegated to the Nation Secretary by the 13 Clan Mothers. The Nation Secretary will make available all laws, rules, and regulations adopted

by the 13 Clan Mothers. In the absence of a Nation Secretary, the 13 Clan Mothers shall appoint an interim Nation Secretary.

f. The 13 Clan Mothers may assign special and / or specific duties to the Sagamore and Supporting Nation Councils as needed.

## ARTICLE 6 – POWERS OF THE 13 CLAN MOTHERS

Section 1. Enumerated Powers. The Al'Maurii Khan Tribal Nation 13 Clan Mothers shall exercise the following powers; subject only to the 13 Clan Mothers' and Sagamore's collective discretion by two-thirds majority vote:

a. To negotiate with foreign jurisdictions / governments on behalf of the Nation, and to advise and consult with representatives from these jurisdictions and governments on all activities, which may affect the Al'Maurii Khan Tribal Nation and its peoples;
b. To have lawful counsel and enforcement for the protection and advancement of the Privileges and Immunities for the Al'Maurii Khan Tribal Nation and its tribal peoples, and to oversee such lawful counsel;
c. To approve or disapprove any sale, trade, disposition, lease, or encumbrance of tribal lands, interest in lands, or other tribal assets, including artifacts, tribal road machine conveyances and any and all equipment, buildings, and anything else which falls under the Al'Maurii Khan Tribal Trust (also) or the Trust's jurisdiction;
d. To make assignments of tribal land to Nationals of the Al'Maurii Khan Tribal Nation;
e. To manage all tribal economic affairs of Tribal Trust and business enterprises of the Al'Maurii Khan Tribal Nation in accordance with the terms of the Charter created by the Nation Tribal Trust (also);
f. To appropriate Tribal funds;
g. To assign licensing where needed according to business purposes of tribe;
h. To remove trespassers, and exclude and banish unruly, undisciplined tribal nationals, or guests from tribal lands, territories, or any properties owned and / or acquired by Al'Maurii Khan Tribal Nation if necessary as defined in ARTICLE 1;
i. To remove and / or punish any Council member who is found to have violated and / or been party to any action against the Al'Maurii Khan Tribal Nation, the Al'Maurii Khan Tribal Trust, and its Councils, Nationals or Denizens, as per ARTICLE 4 Sections 5 and 6, and / or ARTICLE 11; and to do the same for non-council Nationals and members according to ARTICLE 3.
j. To enact resolutions or ordinances not inconsistent with ARTICLE 2 of this Constitution concerning tribal National standing in the Al'Maurii Khan Tribal Nation;
k. To promulgate and enforce ordinances governing the conduct of tribal Nationals and guests who may enter Al'Maurii Khan Tribal Nation jurisdiction and provide for the maintenance of law and order and the administration of justice through the "Council of Tribal Justice" doing business as (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER;
l. To protect and preserve the property, lands, wildlife, natural resources, gases, oil, gold, diamonds, coal, turquoise, silver, and any and all other materials, etcetera, etcetera; belonging to the Tribe and ancestors of the Tribe, and the future generations of the Tribe,

and to oversee and regulate the conduct of any trade and the use and disposition of property within the jurisdiction / land inheritance;

m. To regulate, preserve, recover, and strengthen indigenous arts, crafts, culture, and the languages of the various ancestral lineage of the Al'Maurii Khan Tribal Nationals;

n. To preserve ancestral bloodline by maintaining a matrilineal heterosexual tribal familial society;

o. To establish subordinate councils and commissions within commercial agencies established for economic purposes and to regulate activities of associations chartered from them by the 13 Clan Mothers, or other Nationals authorized by the Sagamore or Vice Sagamore;

p. To regulate the inheritance or acquisition of property given to or purchased by the Nation as private or otherwise, including but not limited to lands already allotted to Tribal Nationals, and lands, territories, or properties in the jurisdiction of the Al'Maurii Khan Tribal Trust;

q. To oversee, and mediate relations, if necessary, of Nationals of the Tribe;

r. To adopt laws regulating appointment of guardians for minors and mental incompetents if necessary who are Nationals or who are eligible for National standing;

s. To adopt laws regulating the procedure of the 13 Clan Mothers, the sub-councils and commissions, and to adopt laws establishing the order of business during Regular and Special meetings of the 13 Clan Mothers;

t. To delegate to subordinate councils, officers, commissions, or other actions or agencies open to all Nationals of the Tribe of any of the foregoing powers, reserving the Privileges and Immunities to review any action taken by virtue of such delegated power;

u. To adopt ordinances, procedures regulating the council itself in regards to conduct demanded to be displayed having skin of seven spans thick for all elected tribal government leaders through a "code of ethics" and removal procedures; and

v. To adopt laws protecting and promoting the health and welfare of the Al'Maurii Khan Tribal Nation and the Tribe's Nationals and National standing.

If there be any conflict found between this Constitution and The Great Law of Peace, then the 13 Clan Mothers shall convene in Emergency Meeting to determine what amendment or addition shall be made to this Constitution to walk in harmony with The Great Law of Peace and the Ancestors.

Section 2. Future Powers. The 13 Clan Mothers of the Al'Maurii Khan Tribal Nation may exercise such further powers as may in the future be decided by the 13 Clan Mothers and the Sagamore collectively in two-thirds vote, or in special circumstances by the 13 Clan Mothers Sagamore as long as said powers are beneficial to the whole Tribe.

Section 3. Reserved Powers. Any Privileges, Immunities and powers vested in the Al'Maurii Khan Tribal Nation, but not expressly referred to in this Constitution, shall not be abridged by this article, but may be exercised by the 13 Clan Mothers and Sagamore through the adoption of appropriate Constitutional Amendments.

## ARTICLE 7 – SUPPORT COUNCIL QUALIFICATIONS, MEETINGS, PROCEDURES AND RESPONSIBILITIES

Section 1. The Support Council shall consist of a Chief, Vice Chief, Secretary and others to be determined. Support Council Members must always be appointed by the 13 Clan Mothers and Sagamore, with amendments provided herein upon creation of council seats. The Support Council shall oversee and be liaison between Al'Maurii Khan Tribal Nation Councils and the 13 Clan Mothers and Sagamore.

Section 2. Support Council may also be referred to as Tribal Council or as Tribal Ministry.

Section 3. The Support Council Chief shall inform the Support Council of authorized specified actions taken by the 13 Clan Mothers and Sagamore with permission from the 13 Clan Mothers and Sagamore, and shall report back to the 13 Clan Mothers and
Sagamore the specified actions taken by the Support Council. The 13 Clan Mothers and Sagamore collectively or separately may assign other duties to the Support Council Chief and Support Council. Actions taken by the Support Council must be in proper standing according to the Nation Constitution and must be for the benefit of the Al'Maurii Khan Tribal Nation and its people.

Section 4. Any natural person elected for an Support Council seat must be a National of the Al'Maurii Khan Tribal Nation, must be of sound mind, and be at least 25 years of age, unless by special appointment or election by two-thirds vote of the Support Council, and must be an autochthon within the North American boundaries as defined in ARTICLE 1.

Section 5. The Al'Maurii Khan Tribal Nation Support Council shall conduct a mandatory Regular meeting on the ninth day of each month, but if the ninth of each month falls on any holiday officially observed by the Al'Maurii Khan Tribal Nation the Regular meeting shall occur on the next business day.

Section 6. Two-thirds of the Support Council must be present and must include the Support Council Chief to constitute a quorum.

Section 7. When two-thirds of Support Council Members sign a written statement requesting, or two-thirds vote for a Special meeting, the Support Council Chief shall call a Special meeting no sooner than three (3) days.

Section 8. The Support Council Chief may call an emergency meeting to deal with natural, biological, chemical, military, or other situation considered "emergency" upon their discretion, individually or collectively, calling upon the whole of the Support Council to participate, and after informing the 13 Clan Mothers and / or Sagamore, or whomever is available.
Section 9. The Support Council shall adopt ordinance and policy for establishing the order of business in any Regular or Special meeting of the Support Council.

## ARTICLE 8 – JUDICIAL POWERS

Section 1. Creation. The judicial power of the Al'Maurii Khan Tribal Nation shall be vested in the 13 Clan Mothers, the Sagamore, and the War Chief and in tribal courts or Moorish Consulates established by the 13 Clan Mothers and War Chief. The Council of
Tribal Justice and inferior courts shall be independent from the 13 Clan Mothers and Sagamore whereby courts in other locations that have been established or will be established shall have their own local Chief Judge for the handling of judicial affairs, and other court matters, and in times of emergency only shall an elected official or council National exercising powers of the 13 Clan Mothers and Sagamore be able to exercise powers vested in the Council of Tribal Justice and Chief Judge.

Section 2. Jurisdiction. The judicial power shall extend to all cases, in law and equity, arising under the Constitution of the Al'Maurii Khan Tribal Nation, the Laws of the Al'Maurii Khan Tribal Nation, Nation Governmental Councils, to all tribal Nationals and property within the jurisdiction of the Al'Maurii Khan Tribal Nation, and Al'Maurii Khan Tribal Trust.

Section 3. Powers and Oversight of the Council of Tribal Justice. The Council of Tribal Justice shall exercise the following powers:

a. The War Chief and Sagamore, collectively, shall oversee The Council of Tribal Justice, its courts, law enforcement, and shall designate authorities to do so as well.

b. The Council of Tribal Justice shall have appellate jurisdiction over any case on appeal from inferior tribal courts.

c. The Council of Tribal Justice shall have the power to declare laws of the Al'Maurii Khan Tribal Nation void if such laws are not in agreement of the Al'Maurii Khan Tribal Nation Constitution and the Great Law of Peace. All decisions of the Council of Tribal Justice and Chief Judge will be in writing and will be final by written order and upon agreement by two-thirds of the Council of Tribal Justice with the 13 Clan Mothers, the War Chief and Sagamore collectively. Reversing of decisions and orders will be done at a special hearing convened by the Council of Tribal Justice, the 13 Clan Mothers, the War Chief, Chief Judge, Commissioner of the Office of Tribal Justice and Legal Affairs and Council of Tribal Justice to discuss rulings and findings.

d. Chief Judge of the Council of Tribal Justice must at least be 27 years of age or older, have no past or present criminal (true crime) history or felonies, have had at least three years experience attending courts, lawful and legal studies, international law, American Indian laws, United States of America Laws and policies, and may have in possession a law degree or equivalent without current membership of a STATE BAR, or The BAR; having also studied law of indigenous nature, and comprehension of such, and not a practicing attorney or lawyer affiliated with any United States Federal or State institutional BAR Association, U.S. or foreign jurisdiction or corporation; not a practicing attorney, judge, lawyer, magistrate, or any office or position by any lawful or legal title or name for any other entity.

e. Chief Judge of the Council of Tribal Justice shall be appointed by the 13 Clan Mothers, the War Chief and Commissioner of the Office of Tribal Justice and Legal Affairs, and shall serve a five (5) year term. The Chief Judge of Nation Inferior Courts shall be elected at large by Nationals of the Al'Maurii Khan Tribal Nation under ordinances promulgated by the 13 Clan Mothers, Sagamore, the War Chief and Office of Tribal Justice and Legal Affairs and Council of Tribal Justice, and shall serve a five (5) year term.

f. There will be up to 7 seats on the Council of Tribal Justice doing business as (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER. Powers of the Council of Tribal Justice, including the Chief Judge, must be established within 6 months of the establishment of this Constitution, with Amendments made accordingly herein.

Section 6. Removal. The 13 Clan Mothers and Sagamore collectively with the War Chief may remove Commissioner of the Office of Tribal Justice and Legal Affairs by a two-thirds vote for:

a. Unethical judicial conduct;
b. Physical or mental disability which prevent the performance of judicial duties;
c. Persistent failure to perform judicial duties;
d. Dishonest actions and purposeful dissemination of misinformation;
e. Gross misconduct that is clearly prejudicial to the administration of justice; or
f. Any other infraction and crime listed in this Constitution.

Section 4. Powers of the Inferior Tribal Court. The inferior tribal court shall exercise the following powers:

a. Inferior tribal courts shall have power and be the place where complaints are heard and where a Judge makes findings of fact and conclusions of law, and shall have the authority and power to make findings of fact and conclusions of law, and shall have the authority and power to issue all remedies in law and in equity including injunctive and declaratory relief and all writs including attachment, prohibition and mandamus.

b. The Chief Judge of inferior courts shall oversee the administration of justice of inferior tribal courts and must at least be 27 years of age or older, have no past or present criminal (true crime) history or felonies, have had at least three years experience attending courts, lawful and legal studies, international law, American Indian laws, and may have in possession a law degree without current membership of a STATE BAR, or the BAR; having also studied law of indigenous nature, and comprehension of such, and not a practicing attorney or lawyer affiliated with any United States Federal or State institutional BAR Association, U.S. or foreign jurisdiction or corporation; and not a practicing attorney, judge, lawyer, magistrate, or any office or position by any lawful or legal title or name for any other entity.

c. The Chief Judge of Inferior Courts shall be elected at large by Nationals of the Al'Maurii Khan Tribal Nation under ordinances promulgated by the 13 Clan Mothers, Sagamore, the War

Chief and Office of Tribal Justice and Legal Affairs and Council of Tribal Justice, and shall serve a five (5) year term.

Section 5. Compensation. The 13 Clan Mothers and Sagamore collectively shall have the power to establish the level of compensation for The Chief Judge of the Council of Tribal
Judge and Judge of Inferior Tribal Courts, provided that the compensation due to each Chief Justice and Judge shall not diminish during the Chief Judge's and Judge's appointment.

Section 6. Removal. The 13 Clan Mothers and Sagamore collectively with the War Chief and Commissioner of the Office of Tribal Justice and Legal Affairs may remove any Judge of the Sagamore Judge of the Council of Tribal Justice or any Judge of the inferior tribal courts by a two-thirds vote from all parties included for:

(a) Unethical judicial conduct;
(b) Physical or mental disability which prevent the performance of judicial duties;
(c) Persistent failure to perform judicial duties;
(d) Dishonest actions and purposeful dissemination of misinformation;
(e) Gross misconduct that is clearly prejudicial to the administration of justice; or (f) Any other infraction and crime listed in this Constitution.

Section 7. Vacancies. If there is any vacancy, the 13 Clan Mothers and Sagamore collectively with the War Chief and Commissioner of the Office of Tribal Justice and Legal Affairs shall appoint a Chief Judge of the Council of Tribal Justice or a new Judge of the Inferior Tribal Courts for the unexpired term. If the vacancy involves the Chief Judge of the inferior tribal courts, the 13 Clan Mothers and Sagamore collectively with the War Chief shall appoint a new Chief Judge who satisfies all requirements necessary for Chief Judge for the unexpired term.

Section 8. Policies and Job Descriptions. The War Chief, Council of Tribal Justice, Chief Judge of the Council of Tribal Justice, and Commissioner of the Office of Tribal Justice and Legal Affairs shall create and designate oversight and guidance manuals and informations for Nation laws and policy. Final approval must come from the 13 Clan Mothers and Sagamore collectively in two-thirds vote. Amendments and applications for this Section shall be made in the future.

## ARTICLE 9 – DISTRICT ORGANIZATION

Should districts on Al'Maurii Khan Tribal Nation Tribal Trust land / property be established, each district established under this Constitution shall have a village clan chief (or designated title name) and a local district grand council and liaison to Al'Maurii Khan Tribal Nation 13 Clan Mothers, Sagamore and other Nation councils and chiefs; such office terms will run concurrent with the terms of the representatives to the Al'Maurii Khan Tribal Nation 13 Clan Mothers and Sagamore. District chiefs and Local District Councils / clans shall call and preside over the district whenever necessary for the consideration of matters of local interest. The various districts may consult with a District Chief on all matters of local interest, and District Chief and Local District Councils may undertake and manage local enterprises in furtherance of the purposes set forth in the preamble to this Constitution, use monies or assets in treasury and under Trust for the benefit of the Tribe and Tribal Nationals in each district upon Al'Maurii Khan Tribal Nation 13 Clan Mothers and

Sagamore collective, keep a roll of those Nationals of the Nation affiliated with each district, and may exercise such further powers as may be delegated to districts by the District Chief and Local District Councils. The actions of the District Chief and Local District Councils shall not be inconsistent with the Moorish Zodiac Constitution, this Constitution, or the Moorish Circle 7 Holy Koran and Great Law of Peace, and orders and codes of the Al'Maurii Khan Tribal Nation.

## ARTICLE 10 – ELECTIONS

Section 1. Tribal Nationals who are 17 years and older and directly bloodline related to Clan Nationals of the Al'Maurii Khan Tribal Nation 13 Clan Mothers are allowed to vote for all council positions within Al'Maurii Khan Tribal Nation if they are Nationals of the Nation.

Section 2. The time, place and manner of nomination and election of council women and men, and any other elective council Members shall be determined by the 13 Clan Mothers and Sagamore collectively at an appropriate time.

Section 3. The 13 Clan Mothers and other representatives and officers shall attest and take Oath during a time in what is considered December-January, or when deemed necessary by the 13 Clan Mothers and Sagamore collectively with two-thirds vote, or in emergency elections determined necessary by the 13 Clan Mothers and Sagamore collectively with two-thirds vote. The time, place and manner of nomination and election of council women / men, and any other elective council women / men, shall be determined by the 13 Clan Mothers and Sagamore collectively with two-thirds vote by appropriate ordinances.

Section 4. Amendments may be made to this Constitution concerning elections if deemed necessary in the future and approved by 13 Clan Mothers and Sagamore collectively.

## ARTICLE 11 – REMOVAL OF 13 CLAN MOTHERS OR SUPPORT COUNCIL NATIONALS

Section 1. 13 Clan Mothers. Any one or many of the 13 Clan Mothers who is / are convicted of a felony or any other offense involving dishonesty, treason, coups, or any action detrimental to the Al'Maurii Khan Tribal Nation, or any infraction / crime listed in this Constitution shall be permanently removed and may never hold any council seat on any Nation council or secondary council. Any Clan Mother who chooses upon her own will to remove herself from the Al'Maurii Khan Tribal Nation 13 Clan Mothers shall forfeit her council seat. Any 13 Clan Mothers National shall be subject to recall from the 13 Clan Mothers under due process of law for cause. Any complaint against any 13 Clan Mothers council National must be in writing and attested to by complainant. No one is to be impeached except by a two-thirds vote of the Al'Maurii Khan Tribal Nation 13 Clan Mothers and Sagamore collectively concerning an 13 Clan Mothers National after the accused has had due notice of the charges against her and an opportunity to be heard in her own defense, unless said National is unreachable for a period of one month or more, only then can the 13 Clan Mothers National be impeached by a two-thirds vote of the Al'Maurii Khan Tribal Nation 13 Clan Mothers without notification to 13 Clan Mothers Council member in question.

Section 2. Support Council. Any Support Council National who is convicted of a felony or any other offense involving dishonesty, treason, coups, or any action detrimental to the Al'Maurii Khan Tribal Nation, its Nationals and Denizens, or any infraction / crime listed in this Constitution shall be permanently removed and may never hold any council seat on any Nation council or secondary council. Any Support Council National who chooses upon her / his own will to remove herself / himself from the Al'Maurii Khan Tribal Nation Support Council and / or Nation, shall be brought forward to the Support Council Chief, who will bring the accused forward to be presented before the 13 Clan Mothers and Sagamore collectively, and upon two-thirds vote of 13 Clan Mothers, Sagamore and Support Council combined, shall forfeit her / his council seat. Any Support Council National shall be subject to recall from the council under due process of law for cause. Any complaint against any council National must be in writing and attested to by complainant. No one is to be impeached except by a two-thirds vote of the Al'Maurii Khan Tribal Nation 13 Clan Mothers and Sagamore collectively and Support Council combined concerning an Support Council National after the accused has had due notice of the charges against her or him and an opportunity to be heard in her or his own defense, unless said National is unreachable for a period of one month or more, only then can the Support Council National be impeached by a two-thirds vote of the Al'Maurii Khan Tribal Nation Grand  Council Support Council combined without notification to Support Council National in question.

## ARTICLE 12 – REFERENDUM

Upon a petition by one-third of the eligible voters of the Al'Maurii Khan Tribal Nation, or upon the request of two-thirds of the Members of the Al'Maurii Khan Tribal Nation 13 Clan Mothers and Sagamore collectively, any enacted or proposed ordinance or resolution of the Al'Maurii Khan Tribal Nation 13 Clan Mothers and Sagamore collectively shall be submitted to popular scrutiny review, and the vote of two-thirds of the qualified voters voting in such a referendum shall be conclusive and binding on the 13 Clan Mothers and Sagamore collectively.

## ARTICLE 13 – LAND

Section 1. Tribal Lands. All lands hereafter acquired by Al'Maurii Khan Tribal Nation and Tribal Trust shall be held as Al'Maurii Khan Tribal Trust Lands. No part of this land may be mortgaged, sold, or traded unless otherwise decided by 13 Clan Mothers and Sagamore collectively. Tribal lands shall remain under the Al'Maurii Khan Tribal Trust to be perpetually protected by the Al'Maurii Khan Tribal Trust. All lands hereafter acquired by Al'Maurii Khan Tribal Nation under the Al'Maurii Khan Tribal Trust may be allotted to individual "Tribal Nationals" and their bloodline Clan, and may be assigned or leased, or otherwise used by the Tribe as prescribed by the 13 Clan Mothers and Sagamore collectively.

## ARTICLE 14 – AMENDMENTS

All parts of the Al'Maurii Khan Tribal Nation Constitution may be amended or portions removed upon two-thirds vote by 13 Clan Mothers and Sagamore collectively.

## ARTICLE 15 – TRIBAL PRIVILEGES AND IMMUNITIES

The 13 Clan Mothers and Sagamore and Support Councils, in exercising inherent powers of autochthon self-governance, shall not make any tribal law or enforce any tribal law, or be party to

the enforcement of any foreign jurisdiction outside of the Al'Maurii Khan Tribal Nation, or international law that:

a. Prohibits the full exercise of Al'Maurii Khan Tribal Nation Tribal indigenous culture and spirituality, or any other religion, or abridging freedom of speech, or of the press, or the peaceful assembling of tribal Nationals, and petitioning for redress of grievances;
b. Violates the Privileges and Immunities of the tribal Nationals to be secure in their bodies, houses, papers, and effects against unreasonable search and seizures; nor issue warrants, but upon probable cause. Supported by oath or affirmation, and particularly describing the place to be searched and the National or guest or thing to be searched and the National or guest or thing to be seized;
c. Subjects any National in any criminal case to be twice put in jeopardy;
d. Compels any National in any criminal case to be witness against herself or himself;
e. Takes any Tribal National's or Clan property or Al'Maurii Khan Tribal Nation Tribal Trust (also) property for use without permission or just compensation;
f. Denies to any tribal National in a criminal proceeding the privilege of a speedy hearing and to be informed of the nature and cause of the accusation, to be confronted with witnesses against the tribal National, to have compulsory process for obtaining witnesses in the National's favor, and at the National's own expense, to have the assistance of tribal counsel for the National's defense;
g. May not, impose excessive fines, nor inflict cruel and unusual punishments;
h. Denies to any National within Nations Jurisdiction the equal protection of its laws or deprive any National of privileges, immunities, of liberty or property. Without due process of law;
i. Adopts any bill of attainder or ex post facto law; or by special order from Sagamore or Vice Sagamore;
j. Denies to any natural person accused of an offense punishable by imprisonment, the privilege, upon request, to a hearing, by council appointed by Council Tribal Justice or 13 Clan Mothers, of not less than 7 Nationals.
k. Denies rights established by the United Nations Declaration of Rights of Indigenous People, specifically Articles 3, 7, 8, 9, 15, 18, 23, 24, 27, 33, 34, and 35.

## ARTICLE 16 – TRIBAL OATH

Section 1. All Al'Maurii Khan Tribal Nation Council Seat Holders and are required to take an Oath and a sign a Mutual Confidential Non-Disclosure Agreement prior to assuming Constitutional duties and council seat. Interim Council Nationals and regular Nationals shall be required to do the same. The Oath may be amended from time to time upon 13 Clan Mothers and Sagamore collectively two-thirds vote.

*Oath*

*"I hereby declare on Oath that I am committed to the Continued Empowerment of the Al'Maurii Khan Nation of Moors of North America and all Indigenous peoples of North, South, and Central America and the adjoining islands, known to our Ancestors as Indokina (Turtle Island) / North Gate or Northwest Amexem (Al'Moroc), al Maghrib al Aqsa, as well as We the People; as it was We, the Autochthon People, who implemented trust with foreign peoples giving them permission for use of Our Land, initially protecting and nurturing the foreign peoples;*

*I affirm that I will continue to embrace Ancestral Values, Life Concepts and Sacred Medicine to maintain the foundation of our tribal lineage, and I absolutely and entirely renounce and abjure all allegiance and fidelity to any princess, prince, queen, king, potentate, state, or sovereignty of whom, or which I have heretofore been a subject or citizen, and / or may be foreign to the Moorish Government; I affirm I will support and defend the Constitutions and laws of the Al'Maurii Khan Nation and the Moroccan Empire, alike, against all enemies, foreign and domestic, and I will bear true faith and allegiance to the same. I will perform actions of national importance under 13 Clan Mothers direction when required by Al'Maurii Khan Nation Tribal law.*

*I take this Oath and obligation freely without any mental reservation, purpose of evasion, or coercion.*

*If I violate any Law, Spiritual or Tribal, I agree to accept consequences as outlined within Al'Maurii Khan Tribal Nation Tribal Law and documentation.*

*I, _____, affirm that I will always walk and talk in Peace, Harmony and Balance and that no parts of this Oath or obligation may be construed to prejudice my Land Rights, Birth Rights, and Divine Rights from the Creator."*

## ARTICLE 17 – CONSTITUTION

This Constitution shall become effective when sealed by the Sagamore. It shall be filed with the 13 Clan Mothers Secretary or Vice Sagamore of the Al'Maurii Khan Tribal Nation and sacredly preserved as the fundamental law of the Al'Maurii Khan Nation of Moors of North America.

**DECLARED, ACCEPTED, AND ACKNOWLEDGED AND SEALED:**

On May 11, 2024 CCY / 1444 MCY in the Land of Flowers within the Moorish Dominions of Northwest Amexem / North America

FROM THE OFFICE OF THE ROYAL MONARCH SAGAMORE CHIEF JUSTICE BEY,

Brother Brion Heru'El Ofrika Bey,

Heir to Freeholder Rights, Immunities, and Privileges of and under Divine Laws of the Most High Creator of All – Allah (A.L.L.A.H.), in L.O.V.E. (Light On Volatile Ether) Amabassaduer and Plenipotentiary His Royal Highness, Most Emperor Sagamore Chief Tribal Justice Bey,

Head of this Tribal Nation State in conjunction with the MOORISH DIVINE AND NATIONAL MOVEMENT HEADED BY A CHEROKEE MOOR, NOBLE DREW ALI, as a means of uplifting fallen humanity

# CHAPTER 101 GENERAL PROVISIONS

**SECTION 101.01. AUTHORITY.**

This Chapter styled "Tribal Court Code" shall become effective when adopted by resolution of the Al'Maurii Khan Tribal Council pursuant to the inherent authority vested in the Tribal Council, retained and acknowledged by the Constitution of the Al'Maurii Khan adopted pursuant to the Indian Reorganization Act of June 18, 1934 (48 Stat. 984) as amended and shall apply to all members, tribal nationals, and provided herein to nonmembers who, through either their residence, presence, business dealings, other actions or contact with the Tribe or other significant contracts with the Tribe and or its residents, commit criminal offenses in violation of the laws of the Tribe or incur civil obligations to persons or entities entitled to the protection of laws of the Tribe.

**SECTION 101.02. REPEAL OF PRIOR INCONSISTENT ORDINANCES.**

Any and all ordinances or portions thereof heretofore enacted by the Tribal Council which are in any way in conflict with the provisions of this Tribal Code are hereby repealed.

**SECTION 101.03. INTERPRETATION OF THIS CODE.**

This Code shall be interpreted pursuant to the customs and traditions of the Al'Maurii Khan Tribal Nation. Where any doubt arises as to these customs and traditions, the Court may request the advice of counselors familiar with these customs and traditions. If none such exist, then the Court may use appropriate Federal or State law as guidelines.

**SECTION 101.04. SEVERABILITY CLAUSE.**

Should any section of this Civil and Criminal Code be determined as unconstitutional by any court of proper jurisdiction, that determination shall not affect any other provisions of this Civil and Criminal Code.

**SECTION 101.05. FUTURE AMENDMENTS OF THE COURT CODE.**

This Court Code may be amended by ordinance of the Tribal Council and any amendments adopted shall be effective and become part of this Code as provided in the amending ordinance, which may

be subject to review by the Secretary of the Interior at the discretion of the Clan Mothers as provided in Article VI, Sec. 1(b) of the Al'Maurii Khan Nation Constitution.

# CHAPTER 102

**SECTION 102.01. DEFINITIONS.**

As used in this code, the following terms shall have the meanings given to them in this section and throughout the Al'Maurii Khan Nation Code unless otherwise stated.

(a) "Al'Maurii Khan Lands" or "Al'Maurii Khan Trust lands" shall mean all lands and waters regardless of ownership within the exterior boundaries of Northwest and Southwest Amexem / Moorish dominions and or as designated in the Treaty of Granada 1491, 1819 Florida Purchase Agreement, 1866 Creek/Cherokee/Muscogee Treaties; 1787-1836 Treaty of Peace and Friendship between the United States and Morocco – esp. Article(s) 4, 6, 14, 21, 23, and 24 pursuant the law of comity, and any lands or water or interests therein which may be held or acquired outside the reservation by or on behalf of the tribe –

(1) inclusive and not limited to lands described in the Legal Deed and Trust Document filed in the Library of Congress under Certified Registration No. TXU-1-123-633, and Control Number 71-330-6977 (U), The Department of Homeland Security – U.S. Customs and Border Protection – Recordation No. COP 04-00062; Control Number 476030 LMW, and Catalogued in the United States Department of State, Bureau of Administration – Department of State Library – Call Number BP232 .U73 2004, and is duly recognized by the said federal corporate United States government.

(2) "Al'Maurii Khan Reservation" is legally described as "Lot 13, Block 56, St. Johns Riverside Estates, Highlands Section Unit 2, according to the Plat thereof, as recorded in Plat Book 5 Page 43, of the Public Records of Putnam County, Florida in the County of Putnam, Florida territory, North America / Northwest Amexem / Indian Country 18 USC 1151, on unincoporated lands catalogued under Township 39, Range 11, Section 26 East Surveyed & Approved by Benjamin A Putnam (Surveyor General) under the authority of the United States." And includes land claims pertaining to "That part of the South ½ of Section 17, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of Atlantic Coast Line Rail Road right-of-way; TOGETHER with that portion of the former railroad right-of-way lying between the West extensions of the North and South boundaries of the afore described premises; & that part of Section 19, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of U.S. Highway No. 301, all of Section 20, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of U.S. Highway No. 301 and all lots and blocks in KINGSTON CITY, as per map or plat thereof as recorded in Plat Book 23 on Page 60 of the Public Records of Hillsborough County, Florida and all lots and blocks in KENWOOD GARDENS, as per map or plat thereof as recorded in Plat Book 12 on Page 60 of the Public Records of Hillsborough County, Florida and a portion of Section 30, Township 27 South, Range 21 East, Hillsborough County, Florida, be more particularly described as follows: Commence at the Northwest corner of the Northeast ¼ of said Section 30; thence North 89 degrees 10 minutes 42 seconds East for a distance of 133.45 feet to the point of beginning; thence South 60 degrees 45 minutes 00 seconds East, for a distance of 119.74 feet to a point on the South line of the North 60 feet of the East ½ of said Section 30; thence South 89 degrees 10 minutes 41 seconds West, along the said South line for a distance of 138.37 feet, to a point on the Easterly right-of-

way line of S.C.L. Railroad Right-of-way; thence North 29 degrees 15 minutes 00 seconds East, along the said Easterly right-of-way line of the S.C.L. Railroad, for a distance of 69.34 feet to the Point of Beginning.", as a matter of birthright and the evidence of property being formerly vacant and abandoned by an Indigenous population now returned Home, absent color of law prohibitions made contrary to accommodations afforded to Our Tribe as a matter of Human Rights and International law principles binding upon residents and agents of Hillsborough County, State of Florida, and the United States through their commitments to a Republican form of government whereby all Sovereignty is vested with the people and is inseverable.

(b) "Tribal Council" shall be the duly constituted Tribal Council of the Al'Maurii Khan Tribal Nation.

(c) "Members of the Al'Maurii Khan Tribal Nation" or "Tribal Nationals" shall mean those persons currently enrolled in the Tribe as citizens of the Tribal Government on a religious mission and authorized to enter the United States as nonimmigrant nonresident, non-citizen American nationals through continued allegiances to a Moorish Empire and a treaty of peace and is entitled to enjoy the privileges and immunities specified in the Vienna Convention, pursuant 22 U.S.C. §254b and apprised of treaty rights restoring and protecting the effects [of their Moorish ancestors] lost during a war with a Foreign nation. See Article III of the 1787-1836 treaty between the United States of America and the Sultan of Morocco.

(d) "Al'Maurii Khan Tribal Nation Tribal Court" shall mean the duly constituted court of the Tribe.

(e) "Jury" shall mean six (6) persons drawn from the list of eligible jurors empowered to decide matters of fact and to give a verdict according to the evidence.

(f) "Juror" shall mean a tribal member at least eighteen (18) years of age who served upon a jury.

(g) "Clerk of Court" shall mean an officer of the Tribal Court dba (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER who has charge of the clerical part of its business.

(h) "Prosecutor" shall be an official or officials appointed by the Tribal Council to investigate and initiate complaints and prosecute individuals when good reason exists to believe they have committed infractions of Tribal Codes or ordinances.

(i) "Complaint" shall mean a formal, written allegation against a party.

(j) "Subpoena" shall mean a writ commanding the designated person to appear and testify and/or produce physical evidence.

(k) "Search Warrant" shall mean an order in writing issued by a tribal judge directing authorized tribal enforcement personnel to search specific persons and/or property. (l) "Appellate Court" or "Court of Appeals" shall mean the Court established by Section 103.9, with procedures established by Chapter 121.

(m) "Juvenile" shall mean any individual who has not yet had his or her eighteenth birthday.

(n) "Tribe" shall mean the Al'Maurii Khan Tribal Nation.

(o) "Person" means any natural or legal person, Tribal nationals, including corporations, governmental units, and agencies thereof.

(p) "Tribal Holiday" means Moorish Seniors Day (first Sunday in March), Tag Day March 17th, Moorish Annual National Convention October 15th – 20th, Our Authority Day July 20th, The Young Peoples Moorish National League (first Saturday in December), Sisters's Auxillary Day (third Saturday in December), Prophet's Day January 8th, Al'Maurii Khan Day March 21st, New Year's Day, day after New Year's Day, Martin Luther King Day, President's Day, Good

Friday from 12:00 noon to 4:30 p.m., Easter Monday, Memorial Day, Independence Day, Labor Day, Indian Day (last Friday in September), Columbus Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Eve from 12:00 noon until 4:30 p.m., Christmas Day, and the day after Christmas Day, provided that when a holiday falls on a Sunday it is observed on the following Monday and when it falls on a Saturday it is observed on the following Monday and when it falls on a Saturday it is observed on the preceding Friday. (q) “Indian Country” and or “Indian Lands” shall also mean old Moorish Dominions, Aboriginal lands, Morocco, al Maghrib al aqsa, Northwest and Southwest Amexem and the adjoining islands, inclusive of and not limited to the regions, the prefectures, the provinces and the communes which are styled as territorial collectivities of the Kingdom of Morocco.

(q) “Indian” shall always mean Moor, Maghribi, Ancient Berbers, Moorish or Moorish Americans described by Our Prophet Noble Drew Ali within the Holy Koran of the Moorish Science Temple of America.

# CHAPTER 103. ESTABLISHMENT AND DUTIES.

**SECTION 103.01.**

The Tribal Council hereby establishes a Tribal Court dba (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER which shall have jurisdiction as provided by Section 106 or other applicable tribal law.

**SECTION 103.02. JURISDICTION.**

Anyone entering the Al'Maurii Khan Reservation consents to the jurisdiction of the Al'Maurii Khan Tribal Nation Court.

**SECTION 103.03 STRUCTURE.**

(a) The Court shall consist of one chief judge to be selected by the Tribal Council and such associate judges as the Council may deem necessary.

(b) The Sagamoor, assisted by a Clan Mother, may act in the place of the chief judge and under authority of the Great Seal select and swear in to office any member deemed eligible, in times of emergency only.

**SECTION 103.04. PENALTIES.**

All penalties and forfeitures assessed shall be in accordance with the treaties and previous agreements, including the provisions adopted in this code. In no case, however, shall a fine exceed $15,000.00 or a term of incarceration exceed three (3) years for each violation.

**SECTION 103.05. LOCATION.**

The Court will convene at such location and at such times as shall be designated by the Court.

**SECTION 103.06. COURT COLLECTIONS.**

The Court shall collect all fines, forfeitures and other monies generated through enforcement of Tribal Ordinances.

**SECTION 103.07. RECEIPTS.**

All receipts shall be disposed of as prescribed by Tribal Council.

**SECTION 103.08. PERSONNEL.**

Court personnel shall be selected under standards established by the Tribal Council.

**SECTION 103.09. APPEALS.**

A Court of Appeals is hereby established, consisting of the judges of other tribal courts who from time to time consent to sit on a panel of three judges to hear appeals cases.

**SECTION 103.10. APPEALS PANEL.**

A Court of Appeals panel, consisting of three judges, shall be selected by the Clerk of the Court of Appeals upon the proper filing of appeal.

# CHAPTER 104 JUDGES, TRIBAL NOTARY, SEALS.

**SECTION 104.01.**

Any person over the age of 30 who is generally knowledgeable in the laws applicable upon the Al'Maurii Khan Tribal Nation Reservation shall be eligible for appointment as judge.

**SECTION 104.02. REMOVAL OF JUDGES.**

Any judge of the Al'Maurii Khan Tribal Nation Court may be suspended, dismissed, or removed after written notice and fair hearing in executive session, by a two-thirds vote of the Tribal Council for just cause. Each judge shall be appointed for a term of six (6) years, unless sooner removed for cause, or unless elected to the Tribal Council, and shall be eligible for reappointment.

**SECTION 104.03. COUNCIL MEMBERS SHALL NOT BE JUDGES.**

Notwithstanding an emergency, no individual shall serve as judge while serving as a member of the Tribal Council or as a tribal law enforcement officer. The duties of any judge who is nominated for election to the Tribal Council shall be transferred to other judges of the court pending the election. If the judge shall be elected to the Tribal Council, his term of judge shall terminate at 12:01 midnight the day prior to the commencement of his term on the Tribal Council.

**SECTION 104.04. MIXED INTERESTS.**

No judge shall be qualified to act in any case wherein he or she has any direct interest. A tribal judge shall not, unless his service is agreeable with all parties, sit on any case wherein his or her spouse, mother, father, sister, brother, son, daughter, grandfather, or grandmother, is a party.

**SECTION 104.05. VACANCIES.**

In case of a vacancy, the judgeship will be filled by an appointment through a majority vote of the Al'Maurii Khan Tribal Council.

**SECTION 104.06. DUTY OF THE COURT.**

It shall be the duty of the court to judge all cases brought before it.

**SECTION 104.07 TRIBAL NOTARY AND SEALS.**

The Tribal Notary and / or Notary Public of Al'Maurii Khan shall have authority within the Al'Maurii Khan Tribal Nation:

(a) to make the proof and acknowledgement of deeds and other instruments,
(b) to administer oaths and affirmations,
(c) to demand acceptance or payment of foreign or inland bills of exchange and promissory notes,
(d) to protest the same for nonacceptance or nonpayment,
(e) to exercise other powers and duties as by law of nations and commercial usage may be performed by notaries public,
(f) to witness or attest a signature, and (g) to certify or attest a copy.

**SECTION 104.08. NOTARIAL ACTS.**

A notarial act may be performed within the Al'Maurii Khan Nation by a Al'Maurii Khan tribal notary, or by a state or federal notary.

**SECTION 104.09. RECORD KEEPING.**

Every notary shall keep a fair record of their official acts, and shall give a certified copy of any notarial record, if required, upon receipt of fee payment.

**SECTION 104.10. TERMS, LIMITS, AND REQUIREMENTS.**

At the end of the notary's career, the notary records and seal must be delivered to the Court Clerk. Notaries in the Al'Maurii Khan Nation are appointed and or commissioned to at least a 4year term by the Sagamoor, or his designee. An applicant must be a tribal national of the Al'Maurii Khan

Nation, and at least age eighteen years old. The commission is sealed with the Seal of the Al'Maurii Khan Nation or the Seal of the Al'Maurii Khan Tribal Trust.
The notary must file his oath of office, official signature, an impression of his notary seal, and a 2oz. Silver bond with the Court Clerk or JSAAJC, along with a $5 filing fee.

**SECTION 104.11. SATISFACTORY EVIDENCE OF IDENTIFICATION.**

Al'Maurii Khan Tribal ID card. The signer may be identified if that person is personally known to the notary, is identified upon oath or affirmation of a credible witness known to the notary, or on the basis of identification documents.

**SECTION 104.12. SHORT FORMS FOR TRIBAL NOTARIES:**

ANY DOCUMENTS BEARING A SEAL FROM THIS TRIBE MAY USE THE LANGUAGE BELOW:

***1. Short form certificate for acknowledgment:***

*Al'Maurii Khan Tribal Nation*
*State of*
*County of*
*This instrument was acknowledged before me on (date) by (name(s) of person(s)).*

_____
*(Signature of notarial officer)*
*(Seal, if any)*

_____
*Title (and Rank)*
*(My commission expires: )*
**********

***2. Short form certificate for oath or affirmation:*** *Al'Maurii Khan Tribal Nation*
*State of*
*County of*
*Signed and sworn to (or affirmed) before me on (date) by (name(s) of person(s) making statement).*

_____
*(Signature of notarial officer)*
*(Seal, if any)*

_____

*Title (and rank)*
*(My commission expires: )*
**********

***3. Short form certificate for witnessing or attesting a signature:***

*Al'Maurii Khan Tribal Nation*
*State of*
*County of*
*Signed or attested before me on (date) by (name(s) of person(s)).*

_____
*(Signature of notarial officer)*
*(Seal, if any)*

_____

*Title (and rank)*
*(My commission expires: )*
**********

***4. Short form certificate for attestation of a copy of a document:***

*Al'Maurii Khan Tribal Nation*
*State of*
*County of*
*I certify that this is a true and correct copy of a document in the possession of _____*
*Dated _____*

_____
*(Signature of notarial officer)*
*(Seal, if any)*

_____
*Title (and rank)*
*(My commission expires: )*
**********

**SECTION 104.13. STYLE OF CLERK SEAL/EMBOSSER:**

(a) Should be circular or oval in shape, bear the words, "Tribal Court Clerk" and "Al'Maurii Khan Nation"; Deputy clerks maybe used at times and should bear word, "Deputy" in the seal.

(b) Shall be a metal seal containing the notary's enrollment number [and county of residence]. All notarial acts must include the jurisdiction, date, notary signature, notary seal, and commission expiration date, bear the words, "Al'Maurii Khan Nation" and "Tribal Notary"

**ALL TRIBAL DOCUMENTS BEARING A SEAL OR STAMP MUST ALSO HAVE THE DATE, TITLE AND AUTOGRAPH OF SEALER (NOTARY, OFFICIAL, CLERK, JUDGE, ETC.)**

# CHAPTER 105. – CIVIL PROCEDURES.

**SECTION 105.01.**

Sessions of the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER shall be before the chief judge or an associate judge.

**SECTION 105.02.**

All actions for violations of Tribal Ordinances shall be brought in the name of the AL'MAURII KHAN NATION.

**SECTION 105.03.**

Any person appearing as a defendant in a civil case or action in the Al'Maurii Khan Tribal Nation Court or its Administrative Branch shall have the right to be represented by a spokesman or an attorney at his own expense provided that such spokesman or attorney has made proper application to this court for admission to practice before it. Such application procedures shall be established by the Tribal Court.

**SECTION 105.04.**

All trials shall be conducted in a manner so as to afford all those who appear before it all rights guaranteed by the Indian Civil Rights Act of 1968, 25 U.S.C. Secs. 1301, 1302, and 1303, as amended, and notwithstanding against limitations set by treaty or previous agreement.

**SECTION 105.05.**

The court in its discretion may assess court costs against a defendant found to have violated a tribal ordinance.

**SECTION 105.06.**

The court in its discretion may apportion and assess court costs, against the parties to a civil action. In any case in which the court has appointed a guardian ad litem, psychologist or other witness, or ordered a social services study, the costs therefore may be assessed against the parties.

**SECTION 105.07.**

Except as specified herein, all records and files of the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER shall be available for public inspection during regular office hours of the Clerk of Court.

**SECTION 105.08.**

All juvenile files shall be closed. The court may in its discretion and in the interest of privacy, deem other court files as closed files. All closed files shall be unavailable for public inspection without a court order.

**SECTION 105.09.**

Individuals securing documents from tribal court files or transcripts of tribal court proceedings, if available, shall, unless otherwise ordered by the court, pay the actual cost of reproduction or preparation of such material.

**SECTION 105.10. TIME.**

(a) In computing any period of time prescribed or allowed by tribal law or by an order of the Tribal Court, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a tribal holiday. When the period of time to be computed is less than 11 days, Saturdays, Sundays, and tribal holidays shall be excluded in the computation.

(b) Whenever a party has the right or is required to do some act or take some proceedings within a prescribed period after service of a notice or other paper upon the party, and the notice or paper is served by mail, three (3) days shall be added to the prescribed period. (c) When an act is

required to be done at or within a specified time, the court may order the period enlarged upon motion for cause shown and upon just terms. If the action is made after the expiration of the specified time, it shall not be granted unless the court finds that the failure to act was the result of excusable neglect.

**SECTION 105.11. JUDICIAL RULES.**

The Tribal Court may adopt such procedural rules for the operation of Tribal Court and the regulation of the Al'Maurii Khan Nation as it deems proper.

# CHAPTER 4 PROBATE

Legislative History: Enacted and established on April 20, 2017 by Authority of Clan Mothers and Sagamoor collectively, pursuant Article 4 sec. 2 and Article 6 of the Al'Maurii Khan Nation Tribal Constitution as part of Law & Order Code.

Fully Adopted on January 1, 2018 as revised Law & Order Code by emergency powers of Judicial Council, pursuant Article 8 of the Al'Maurii Khan Nation Tribal Constitution.

Circulated to foreign agents for public notice on March 21, 2019 as Al'Maurii Khan Code and to rescinded all prior codes, domestic or foreign, which may have been presumed to be the governing law for our people.

All changes made after March 21, 2019 shall be by a formal statement, made in writing, under Tribal [Great] Seal and supported by Clan Mothers or Sagamore or collectively [both], according to Future Nation and Tribal Citizen needs. Art. IV sec 2 of Al'Maurii Khan Tribal Nation Constitution, and described as a Tribal Order.

**SUBCHAPTER A GENERAL PROVISIONS**

## SECTION 10 DEFINITIONS (5 AKN CODE § 4-10)

(A) Beneficiary - Includes a person who has any present or future interest, vested or contingent, or a charitable trust.

(B) Child - Includes any individual entitled to take as a child by intestate succession from the parent whose relationship is involved and excludes any person who is only a stepchild, a foster child, a grandchild or any more remote descendant.

(C) Claims - In respect to estates, includes liabilities of the decedent whether arising in contract, in tort or otherwise, and liabilities of the estate which arise at or after the death of the decedent, or after the appointment of a conservator, including funeral expenses and expenses of administration.

(D) Conservator - A person who is appointed by a Court to manage the estate of a protected person.

(E) Court - means the Al'Maurii Khan Tribal Court unless otherwise specified.

(F) Decedent - Is any deceased person testate or intestate.

(G) Devise - Means a testamentary distribution of real or personal property.

(H) Estate - Includes the property of the decedent, real or personal property or in trust.

(I) Fiduciary - Includes personal representative, guardian, conservator and trustee. (J) Guardian - Means a person who has qualified as a guardian of a minor or incapacitated person pursuant to testamentary or Court appointment.

(K) Heirs - Includes the surviving spouse or persons who are entitled under the statutes of intestate succession to the property of a decedent.

(L) Interested Person - Includes heirs, devisees, children, spouses, creditors, beneficiaries and any others having a property right in or claim against a trust estate or the estate of a decedent.

(M) Minor - Means a person who is under 18 years of age.

(N) Personal Representative - Includes executor, administrator and special administrator. (O) Property - Includes both real and personal property and anything that may be subject of ownership.
(P) Protected Person - means a minor or any other person for whom a conservator has been appointed or any other protective order has been made.
(Q) Security - Includes any note, stock, treasury stock, bond, debenture, evidence of indebtedness, certificate of interest, in general, any interest or instrument commonly known as security.
(R) Successors - Means those persons, other than creditors, who are entitled to property of a decedent under his will.
(S) Will - Includes a codicil and any testamentary instrument.

## SECTION 20 TERRITORIAL APPLICATION (5 AKN CODE § 4-20)

Except as otherwise provided, the Probate provisions apply to (1) the affairs and estates of decedents, missing persons, and persons to be protected, (2) the property of nonresidents located on the Al'Maurii Khan Reservation or property coming into the control of a fiduciary who is subject to the laws of the Al'Maurii Khan Reservation, (3) incapacitated persons and minors of the Al'Maurii Khan Reservation, (4) survivorship, trusts and related accounts subject to administration.

## SECTION 30 SUBJECT MATTER JURISDICTION (5 AKN CODE § 4-30)

To the full extent permitted by the constitution, the Court has jurisdiction over all subject matter relating to:
(A) Estates of decedents, including construction of wills and determination of heirs and successors of decedents, and estates of protected persons.
(B) Protection of minors and incapacitated persons.
(C) Trusts.
(1) The Court has full power to make Orders, Judgments and Decrees and take all other action necessary and proper to administer justice.
(2) The Court has jurisdiction over protective proceedings and guardianship proceedings.
Section 40 Rules of Procedure (5 AKN CODE § 4-40)
Unless specifically provided to the contrary, the rules of civil procedure will govern formal proceedings.

## SECTION 50 RECORDS (5 AKN CODE § 4-50)

The Court Clerk shall keep a record for each decedent, ward, protected person or trust involved in any document which may be filed with the Court, including petitions and applications, and any Orders or responses relating thereto. The Clerk must issue certified copies of any probated wills, letters issued to personal representatives, or any other record or paper filed or recorded.

## SECTION 60 NOTICE (5 AKN CODE § 4-60)

If notice of a hearing on any petition is required, the petitioner shall cause notice of the time and place of the hearing of any petition to be given to any interested person or his attorney or if a party has requested that notice be sent. Notice shall be given: (A) By mailing a copy thereof at least ten days before the time set for the hearing by certified mail to the person being notified at the address given on his demand for notice. (B) If the address or identity of a person is not known and cannot be ascertained with reasonable diligence, service may be made by publication pursuant to the rules of civil procedure.

## SECTION 70 GUARDIAN AD LITEM, APPOINTMENT (5 AKN CODE § 4-70)

At any point in a proceeding, the Court may appoint a guardian ad litem to represent the interest of a minor, unborn child, or incapacitated person, if the Court determines that is in said person's best interest.

## SECTION 80 EVIDENCE OF DEATH (5 AKN CODE § 4-80)

In proceedings under this chapter, a determination of death may be shown through an authenticated copy of a death certificate, or authenticated copy of a governmental agency report that a person is missing or dead.

A person who is absent for a continued period of seven years, during which he has not been heard from and whose absence is not satisfactorily explained after diligent search or inquiry is presumed to be dead.

**SUBCHAPTER B INTESTATE SUCCESSION AND WILLS**

## SECTION 90 INTESTATE SHARES (5 AKN CODE § 4-90)

Any part of the estate of a decedent not disposed of by contract or a will passes to the heirs as follows:

(A) If there is no surviving issue, the entire estate shall go to the surviving spouse. (B) If there is surviving issue, one-half shall be divided in equal shares, with one-half to the surviving spouse.

(C) If there is no surviving spouse, the estate shall be divided equally among the surviving issue.

(D) If there is no surviving issue, the estate may be distributed to the surviving parents or grandparents.

(E) If there are no surviving heirs, the estate shall pass to the Tribe.

## SECTION 100 AFTER-BORN HEIRS (5 AKN CODE § 4-100)

Issue of the decedent conceived before his death but born thereafter; inherit as if they had been born in the lifetime of the decedent.

## SECTION 110 MEANING OF CHILD (5 AKN CODE § 4-110)

If for purposes of intestate succession, a relationship of parent and child must be established to determine succession:

(A) An adopted person is the child of an adopting parent and not of the natural parents.

(B) A person is the child of its parents regardless of the marital status of its parents. (C) A person born out of wedlock is a child of the mother. That person is also a child of the father if paternity is established by adjudication before the death of the father, or is established thereafter by clear and convincing proof.

## SECTION 120 OMITTED SPOUSE (5 AKN CODE § 4-120)

If a testator fails to provide by will for his surviving spouse, who married the testator after the execution of the will, the omitted spouse shall receive the same share of the estate he/she would have received if the decedent left no will unless it appears from the will that the omission was intentional or the testator provided for the spouse by transfer outside the will and the intent that the transfer be in lieu of a testamentary provision is shown by other evidence.

## SECTION 130 PRETERMITTED CHILDREN (5 AKN CODE § 4-130)

If a testator fails to provide for any of his children, born or adopted after the execution of his will, the omitted child receives a share in the estate equal in value to that which he would have received if the testator had died intestate unless:

(A) It appears that the omission was intentional.
(B) When the will was executed the testator had one or more children and devised substantially all of his estate to the other parent of the omitted child, or
(C) The testator provided for the child by transfer outside the will and the intent was for transfer to be in lieu of a testamentary provision.

## SECTION 140 FAMILY ALLOWANCE – EXEMPT PROPERTY (5 AKN CODE §4-140)

The surviving spouse and minor children whom the decedent was obligated to support and children who were being supported by him are entitled to a reasonable allowance in money out of the estate for their maintenance during the period of administration. The allowance may not continue for longer than one year if the estate is inadequate to discharge allowed claims.

## SECTION 150 WILLS (5 AKN CODE §4-150)

Any person who is of sound mind may make a will. Every will shall be in writing, signed by the testator or by some other person in the testator's presence and by their direction. The will shall be signed by two persons witnessing the signing of the will. Said witnesses shall not have an interest in the estate.

## SECTION 160 HOLOGRAPHIC WILLS (5 AKN CODE § 4-160)

A will which does not comply with Section 150 is valid as a holographic will, whether or not witnessed, if the signature and the material provisions are in the handwriting of the testator.

## SECTION 170 VALIDITY OF THE WILL (5 AKN CODE § 4-170)

A written will is valid if executed in compliance with Section 150 and Section 160, or if its execution complies with the law at the time of execution of the place where the will was executed.

## SECTION 180 REVOCATION (5 AKN CODE § 4-180)

A will or any part thereof is revoked by a subsequent will, which revokes the prior will or identifies specific sections to be revoked.

## SECTION 190 DECEASED DEVISEE (5 AKN CODE § 4-190)

If a devisee of the testator is dead at the time of execution of the will, or fails to survive the testator, the issue of the deceased devisee may be treated as a class devisee.

## SECTION 200 RENUNCIATION (5 AKN CODE § 4-200)

A person or the representative of an incapacitated or protected person, who is a devisee under a testamentary instrument, may renounce in whole or in part the right of succession to any property or interest therein, including a future interest by filing a written renunciation.
The instrument shall:
(A) Describe the property or interest renounced.
(B) Declare the renunciation and extent thereof. (C) Be signed by the person renouncing, and (D) Be duly notarized.

## SECTION 210 EFFECT OF DIVORCE, DECREE OF SEPARATION (5 AKN CODE §4-210)

A person who is divorced from the decedent is not a surviving spouse. A decree of separation which does not terminate the status of husband and wife is not a divorce for purposes of this section.

## SECTION 220 EFFECT OF HOMICIDE (5 AKN CODE § 4-220)

A surviving spouse, heir, or devisee that feloniously kills the decedent is not entitled to any benefits under the will. A final judgment of conviction of felonious killing is conclusive for purposes of this section.

## SECTION 230 DEPOSIT OF WILL (5 AKN CODE § 4-230)

(A) A will may be deposited by the testator with the Court for safekeeping. The will shall be kept confidential. During a testator's lifetime, a deposited will shall be delivered only to him or to a person authorized in writing signed by him to receive the will. (B) Upon being informed of the testator's death, the Court shall notify any person designated to receive the will and deliver it to him on request or to the appropriate Court.

**SUBCHAPTER C PROBATE OF WILLS AND ADMINISTRATION**

## SECTION 240 DEVOLUTION OF ESTATE (5 AKN CODE § 4-240)

Upon the death of a person, the deceased's separate property devolves to the person to whom it is devised by the deceased's last will, or to those indicated as substitutes for them in cases involving lapse, renunciation or other circumstances affecting the devolution of testate estates, or in the absence of testamentary disposition, to the heirs' decedents, or other circumstances affecting the devolution of intestate estates.

## SECTION 250 DETERMINATION OF HEIRS – PETITION (5 AKN CODE §4-250)

When any member of the Tribe dies leaving property other than an allotment or other trust property subject to the United States, any member claiming to be an heir to the decedent may bring suit in the Al'Maurii Khan Tribal Court to have the Court determine the heirs of the decedent and to divide among the heirs such property of decedent. No determination of the heirs shall be made unless all the heirs known to the Court, and to the claimant, have been given notice of the proceeding and have been given reasonable opportunity to appear in the proceeding. Heirs who are not residents of this Reservation shall be notified and a copy of the notice mailed to them shall be retained in the record.

## SECTION 260 APPROVAL OF WILLS (5 AKN CODE § 4-260)

When any member of the Al'Maurii Khan Tribe dies, leaving a will disposing only of property other than an allotment or other trust property subject to the jurisdiction of the United States, or the Al'Maurii Khan Tribe, the Court shall determine the validity of the will after giving notice and reasonable opportunity to appear in the proceedings to all interested persons. A will shall be deemed valid if the decedent was of sound mind, understood the nature of this act when he made the will, was not subject to duress or undue influence, the will was in writing and signed by the decedent in the presence of two witnesses who signed the will. If the Court finds that the will was validly executed, it shall order the property distributed to the persons named in the will or to their heirs.

## SECTION 270 PROCEDURE BY COURT (5 AKN CODE § 4-270)

(A) In the determination of heirs, the Court may apply the laws of the State of Arizona. The Court shall also be empowered to appoint a temporary custodian or administrator to supervise and protect the assets of the estate. The Court may issue orders to sell such property as may be necessary before determination and the division of the property. The Court may require a bond from the custodian or administrator for the fulfillment of his duties and may fix the fee, which shall not exceed one percent of the appraised value of the estate. No sale of property shall be

made for less than the appraised value. (B) In the absence of specific direction, the laws of the State of Arizona shall apply.

## SECTION 280 PRIORITY AMONG PERSONS SEEKING APPOINTMENT AS PERSONAL REPRESENTATIVE (5 AKN CODE §4-280)

Whether the proceedings are formal or informal, persons who are not disqualified have priority in the following order:

(A) The person nominated by a power conferred in a will.
(B) The surviving spouse of the decedent.
(C) Other heirs.
(D) Other devisees.

## SECTION 290 APPOINTMENT PROCEEDINGS, APPLICATION (5 AKN CODE §4-290)

Applications for probate of a will or appointment of a personal representative shall contain the following:

(A) A statement of interest of the applicant.
(B) The name, age and date of death of the decedent.
(C) The names and addresses of the spouse, children, heirs and devisees, and the ages of any who are minors.
(D) Identification of any personal representative of the decedent appointed in this state or elsewhere.
(E) The priority of the person whose appointment is sought, and the names of any other persons having a prior or equal right to appointment.
(F) The original of the decedent's will must accompany the application, or an authenticated copy of a will probated in another jurisdiction.

## SECTION 300 PERSONAL REPRESENTATIVE – DUTIES (5 AKN CODE §4-300)

A person who has been appointed as personal representative of an estate shall be issued a letter of appointment by the Court. A personal representative shall submit a written inventory of the estate to the Court within 30 days from said appointment. A personal representative shall settle debts and provide for the distribution of the decedent's estate, except as otherwise ordered or directed by the Court.

## SECTION 310 OBJECTIONS TO PROBATE (5 AKN CODE § 4-310)

Any party to a formal proceeding who opposes the probate of a will shall state their objections in their pleadings.

(A) If evidence concerning execution of an attested will, which is not self-proved, is necessary in contested cases, the testimony of at least one of the attesting witnesses, if within the Reservation, is required. Due execution of an attested or unattested will may be proved by other evidence.

(B) If the will is self-proved, compliance with signature requirements for execution is conclusively presumed and other requirements of execution are presumed subject to rebuttal without the testimony of any witness upon filing the will and acknowledgment and affidavits annexed thereto, unless there is proof of fraud or forgery affecting the acknowledgment or affidavit.

## SECTION 320 BURDEN IN CONTESTED CASES (5 AKN CODE § 4-320)

In contested cases, the contesting petitioner has the burden of establishing prima facie proof of death and heirship, lack of testamentary intent or capacity, undue influence, fraud, duress, mistake or revocation.

## SECTION 330 PROBATE OF MORE THAN ONE INSTRUMENT (5 AKN CODE §4-330)

If two or more instruments are offered for probate before a final order is entered, the instruments may be probated if neither expressly revokes the other or contains provisions which work a total revocation by implication. The order may, but need not, indicate how any provisions of a particular instrument are affected by the other instrument.

## SECTION 340 HOUSING, COMMUNITY PROPERTY (5 AKN CODE § 4-340)

Where a husband and wife have died leaving community property, and have died simultaneously, one-half of the husband's and wife's community property shall pass as if the husband or wife had survived.

## SECTION 350 INSURANCE POLICIES (5 AKN CODE § 4-350)

Where the insured and the beneficiary in a policy of life or accident insurance have died, the proceeds of the policy shall be distributed as if the insured had survived the beneficiary. If there is no alternative beneficiary, except the estate or personal representative of the insured, the proceeds shall be distributed as community property or personal property.

## SECTION 360 FAILURE OF TESTAMENTARY PROVISION (5 AKN CODE § 4-360)

If a devise fails for any reason, it becomes part of the residue.

## SECTION 370 COLLECTION OF PERSONAL PROPERTY BY CERTIFIED AFFIDAVIT (5 AKN CODE § 4-370)

In cases where the estate of the decedent is less than $25,000 of personal property, the following procedure is authorized:

(A) 20 days after the death of a decedent, any person indebted to the decedent or having possession of tangible personal property, other than an assignment of real property, or an instrument evidencing a debt, obligation, stock or claim belonging to the decedent shall make payment of the indebtedness or deliver the tangible personal property or an instrument evidencing a debt, obligation, stock or claim to a person claiming to be the successor of the decedent upon being presented an affidavit, certified by the clerk of the court, made by or on behalf of the successor and stating that all of the following are true:

(1) 20 days have elapsed since the death of the decedent.

(2) Either:

(a) An application or petition for the appointment of a personal representative is not pending and a personal representative has not been appointed in the Al'Maurii Khan Tribal Court and the value of all personal property (excluding automobiles and life insurance) in the decedent's estate, wherever located, less liens and encumbrances, does not exceed $25,000 as valued as of the date of death; or

(b) The personal representative has been discharged or more than one year has elapsed since a closing statement has been filed and the value of all personal property in the decedent's

estate, wherever located, less liens and encumbrances, does not exceed $25,000 as valued as of the date of the affidavit.
(3) The claiming successor(s) is/are entitled to payment or delivery of the personal property.
(B) A transfer agent of any security shall change the registered ownership on the books of a corporation from the decedent to the successor or successors upon presentation of an affidavit pursuant to subsection A of this section.
(1) 20 days have elapsed since the death of the decedent as shown in a certified copy of the decedent's death certificate attached to the affidavit.
(2) No other person has a right to the interest of the decedent in the described property. (C) The filing fee for the certification of an affidavit under subsection (A) of this section shall be $25. On receipt of an affidavit made under this section and after determining that the affidavit is complete, the Tribal court clerk shall cause to be issued a certified copy of the affidavit without attachments.
(D) Nothing in this section shall limit the rights of heirs and devisees under tribal law. (E) The person paying, delivering, transferring or issuing personal property or the evidence thereof pursuant to affidavit is discharged and released to the same extent as if he dealt with a personal representative of the decedent. He is not required to see to the application of the personal property or evidence thereof or to inquire into the truth of any statement in the affidavit. If any person, other than a Tribal official acting in his/her official capacity, to whom an affidavit is delivered refuses to pay, deliver, transfer or issue any personal property or evidence thereof, it may be recovered or its payment, delivery, transfer or issuance compelled upon proof of their right in a proceeding brought in the Tribal Court for the purpose by or on behalf of the persons entitled thereto. Any person to whom payment, delivery, transfer or issuance is made is answerable and accountable therefore to any personal representative of the estate or to any other person having a superior right.

**SUBCHAPTER D SUPERVISED ADMINISTRATION**

## SECTION 380 PETITION FOR SUPERVISED ADMINISTRATION (5 AKN CODE § 4-380)

A petition for supervised administration may be filed by an interested person or by a personal representative at any time. After notice to interested persons, the Court shall order supervised administration of a decedent's estate:
(A) If the decedent's will directs supervised administration, it shall be ordered unless the Court finds that circumstances bearing on the need for supervised administration have changed since the execution of the will and there is no need for supervised administration; or
(B) If the decedent’s will directs unsupervised administration or is silent on administration, supervised administration shall be ordered only upon a finding that it is necessary for protection of persons interested in the estate; or
(C) If the Court finds that supervised administration is necessary under the circumstances.

## SECTION 390 SUPERVISED ADMINISTRATION, POWERS OF PERSONAL REPRESENTATIVE, TERMINATION (5 AKN CODE § 4-390)

(A) Unless restricted by the Court, a personal representative has all powers of a personal representative, but he shall not exercise his power to make any distribution of the estate without prior order of the Court. Any other restrictions on the power of a personal representative which may be ordered by the Court must be endorsed on his letters of appointment. The appointed

personal representative shall serve without bond unless the Court in its discretion deems bond necessary.

(B) Unless otherwise ordered by the Court, supervised administration is terminated by order in accordance with time restrictions or final settlement of the estate. Termination does not discharge a personal representative from liability for transactions or omissions occurring before termination, or relieve him of the duty to preserve assets subject to his control, to account therefore, and to deliver the assets.

**SUBCHAPTER E CLAIMS; DISTRIBUTIONS**

## SECTION 400 PRESENTATION OF CLAIMS (5 AKN CODE § 4-400)

Claims against a decedent's estate may be delivered to the personal representative or filed with the Clerk of the Court. A written statement of the claim must indicate the basis of the claim, the name and address of the claimant, and the amount claimed. If the claim is contingent or unliquidated, the nature of the uncertainty shall be stated. If the claim is secured the security shall be described.

## SECTION 410 CLASSIFICATION OF CLAIMS (5 AKN CODE § 4-410)

If the assets of the estate are insufficient to pay all claims in full, the personal representative shall make payment in the following order:

(A) Costs and expenses of administration.

(B) Reasonable funeral expenses.

(C) Debts and taxes.

(D) Reasonable and necessary medical and hospital expenses of the last illness of the decedent.

(E) All other claims.

No preference shall be given in the payment of any claim over any other claim of the same class, and a claim due and payable shall not be entitled to a preference over claims not due.

## SECTION 420 SUCCESSOR RIGHTS, TRADITIONAL CUSTOM (5 AKN CODE § 4-420)

(A) In the absence of court administration, the heirs and devisees are entitled to the estate in accordance to distribution by a Moorish tradition and custom. Cultural, religious paraphernalia shall be distributed by immediate family consensus.

(B) Successors take subject to all charges incident to administration including claims of creditors.

**SUBCHAPTER F CLOSING ESTATES**

## SECTION 425 CLOSING ESTATES (5 AKN CODE § 4-425)

(A) A personal representative or interested person may petition for an order of completed settlement of the estate. After notice to all interested persons and hearing, the Court may enter an order determining persons entitled to distribution of the estate and approving settlement or distribution of the estate and discharging the personal representative.

(B) A personal representative shall submit a verified statement declaring the estate has been fully administered by making payment, settlement or other disposition of all claims, expenses of administration, and distribution to persons entitled.

(C) If an heir, devisee or claimant cannot be found, the personal representative shall distribute the share of the missing person to the missing person's conservator, if any, otherwise it becomes a part of the Tribal fund. If property reverts to the Tribe, the Tribe may auction said property and deposit funds into the Tribal fund.

**SUBCHAPTER G MISCELLANEOUS PROVISIONS**

## SECTION 430 BURIAL RESPONSIBILITY (5 AKN CODE § 4-430)

(A) The duty of burying the body of a dead person devolves in the following manner:

(1) If the deceased was married, upon the surviving spouse.

(2) If the deceased was not married but left kindred, upon the nearest of kin to the deceased, of an adult age and a member of the Al'Maurii Khan Tribe who has sufficient means to defray the necessary expenses of burial.

(3) If the deceased left neither spouse nor qualified kindred, then the duty of burial shall rest with the Tribal Council. The Tribal Council shall decide as to the disposition of the body.

# CHAPTER 106 – JURISDICTION.

**SECTION 106.01.**

(a) The Al'Maurii Khan Tribal Nation Court shall have jurisdiction over all matters in the following categories:

(1) All actions arising between persons situated on the Al'Maurii Khan Reservation in relation to property or events upon the reservation.

(2) All actions arising out of events or occurrences on the Al'Maurii Khan Tribal Nation Reservation or Trust land, regardless of whether the individuals who are parties thereto reside on or off the reservation or are members or non-members of the Tribe. (3) All alleged violations of ordinances duly in effect upon the Al'Maurii Khan Tribal Nation Reservation or Trust lands whether the alleged violator is a member or nonmember of the Al'Maurii Khan Tribal Nation or resides on or off the Al'Maurii Khan Tribal Nation Reservation or Trust lands.

(4) All alleged violations of ordinances duly in effect pertaining to hunting, fishing, trapping or gathering by members in the territory described in Article I, Section 2 of the Al'Maurii Khan Tribal Nation Constitution.

(5) Any other case otherwise provided by tribal ordinance.

(b) If any court of competent jurisdiction determines that the Tribal Court cannot lawfully assert jurisdiction over any class of individuals or claims as described in para. (a), above, the assertion of jurisdiction over all remaining classes of individuals or claims shall not be effected thereto.

# CHAPTER 107 – CLERK OF COURT.

**SECTION 107.01.**

The Al'Maurii Khan Tribal Nation Tribal Council or Sagamoor shall appoint a Clerk of Court for the Tribal Court. The Clerk shall render assistance to the court, to the enforcement personnel, and to all persons having business with the court. It shall further be the duty of the Clerk to attend and keep a written record of all proceedings of the court, to administer oaths to witnesses, to receive the transcript of cases and other papers on appeal and make a permanent record properly filed, to collect all penalties, forfeitures and other receipts and to pay out fees authorized by court and Tribal ordinances. The Clerk shall make periodic accountings to the Tribal Council and to the Tribal Court of all funds received and disbursed. Such accounting shall be made at least quarterly, and upon request by either the Tribal Council or the Tribal Court.

**SECTION 107.02.**

The salary and term of office of the Clerk of Court shall be determined by the Tribal Council.

**SECTION 107.03.**

The Clerk of Court shall also serve as the Clerk of the Court of Appeals.

# CHAPTER 108. – PROSECUTOR.

**SECTION 108.01.**

One or more persons shall be appointed by the Tribal Council to serve as prosecutor or prosecutors for such term and for such compensation as shall be specified. Unless otherwise specified the Tribal Attorney shall be deemed appointed prosecutor.

**SECTION 108.02.**

Prosecutors shall receive complaints from members and non-members and shall have the power to file complaints on his or her own authority. It shall be the responsibility of the prosecutor to present cases on behalf of the Tribe to the Tribal Court, but a prosecutor shall present only those cases in which he or she finds, upon investigation, that there is reasonable justification for the complaint.

# CHAPTER 109 - COURT RECORDS.

**SECTION 109.01.**

The Tribal Court shall keep a record of proceedings of the court, which record shall reflect the title of the case, the names of the parties, the name of the judge assigned, the substance of the complaint, the date, the nature and appearances at all proceedings, the findings, conclusions, and judgment of the court, together with any other facts or circumstances deemed pertinent to the case.

# CHAPTER 110 – COMPLAINTS AND ANSWERS.

**SECTION 110.01**

(a) No complaint filed in the Tribal Court shall be valid unless it shall bear the signature of the plaintiff, plaintiff's counsel, or complainant. Upon the filing of the complaint, the Clerk shall issue a summons to which shall be attached a copy of the complaint directing the defendant to appear before the court to answer the complaint at the time and place specified. Any summons in a civil case, other than an action filed by the Tribe for violation of an ordinance, and seeking either damages or injunctive relief, or both, shall require that a written answer be served on the complainant and the court within not more than fifteen (15) days from the date of service of the summons and copy of complaint. (b) At the time and place, and in the manner properly specified by the summons, the defendant shall answer the complaint. Such answer, in the case of an action filed by the Tribe for the violation of an ordinance shall admit or deny the charge, or the defendant shall stand mute or plead no contest. In all other cases the answer shall admit or deny each of the allegations of the complaint, and shall assert any grounds for dismissal, any permitted affirmative defense, any counter claims, and any third-party claims.

(c) Any case charging a defendant with violation of a tribal conservation ordinance may be commenced by filing of a citation containing the time, date, and place of the alleged violation, the name (if known) of the alleged violator, the date of birth and address (if known) of the alleged violator, the section alleged to have been violated, a brief summary statement of the facts constituting the violation, a notification to the alleged violator of the date he or she is required to appear in Tribal Court, and the sworn signature and date of issuing officer.

(d) Any other type of case may be commenced as otherwise provided for by ordinance or as needed to sustain the Tribe.

# CHAPTER 111 – SERVICE.

**SECTION 111.01.**

A summons and complaint shall, whenever possible, be served on a defendant by personal service. Personal service shall consist of delivery of the summons and complaint to the defendant in person or to any person of apparent normal understanding residing within the residence of the defendant. Any person over eighteen (18) years of age, not a party to the action, may make personal service. In the case of personal service, an affidavit of service shall be returned to the Clerk and filed in the docket and shall constitute proof of personal service.

**SECTION 111.02.**

When the summons and complaint cannot by reasonable diligence be personally served on the defendant in any manner recognized in international law, service may be made either by mail or publication. In the case of service by mail, true copies of the summons and complaint shall be sent by registered or certified mail to the defendant's last known address. A statement from delivering agency affirming service to the last known address of defendant or a return receipt for mail delivery signed by the defendant or an authorized representative shall be returned to the Clerk and filed in the docket and shall constitute proof of service by mail.

**SECTION 111.03.**

In the event the defendant cannot be served with summons and complaint either personally or by mail in accordance with sections 111.01 or 111.02, service may be made by publication. Service

by publication shall mean publication of the summons once in each of two consecutive weeks in a newspaper of general circulation whose readership is primarily located in the vicinity of the Al'Maurii Khan Tribal Nation Reservation or Trust lands. The published summons shall state the address at which the complaint may be obtained. Proof of publication of the summons shall be returned to the Clerk and filed in the docket and shall constitute proof of service by publication.

**SECTION 111.04.**

Service of all papers filed in action subsequent to the summons and complaint may be in person or by first class mail. The filing of a paper with the court is the filer's certificate that a copy thereof has been properly served on the other parties.

**SECTION 111.05.**

The court may provide notice to any party appearing in open court of any subsequent proceeding by orally so informing the party in which case the minutes shall reflect such notice or by causing written notice to be hard served upon the party in open court.

# CHAPTER 112 – JUDGMENT.

**SECTION 112.01.**

All judgments shall be ordered in writing. All judgments shall be accompanied by findings of fact and conclusions of law which shall be made in writing or on the record in open court.

**SECTION 112.02.**

Upon failure of a defendant to appear at the time stated in the summons, the plaintiff may proceed to offer evidence including proof that the defendant was served with summons and the court may render a judgment granting such relief as the evidence warrants, provided that the defaulting party may apply in writing to reopen the case within twenty (20) days of a default judgment upon showing good cause for his failure to answer the summons. Upon failure of the plaintiff without just cause to appear at the time set by the summons for hearing, the court may dismiss the action with or without prejudice.

**SECTION 112.03.**

In addition to, or in lieu of, a penalty or forfeiture provided for violation of a tribal ordinance, the Court may order any defendant found to have violated a tribal ordinance to perform community service a specified nature and duration. The number of hours of community service ordered by the court may not exceed the maximum penalty or forfeiture provided for the violation divided by the current federal minimum wage.

# CHAPTER 113. – INITIAL APPEARANCE.

**SECTION 113.01.**

This Chapter applies to initial appearance in civil actions brought by the Tribe of violations of ordinances.

**SECTION 113.2**

At the initial appearance the judge shall read to the defendant the charge against him or her and inform him or her of the maximum forfeiture and other penalties that can be imposed.

**SECTION 113.3**

The judge shall inform the defendant of the following rights:

(a) To be represented by counsel at his or her own expense.

(b) To admit or deny the charges to stand mute, or plead to no contest.

(c) That he or she has the right to a trial before the court.
(d) To subpoena witnesses.

**SECTION 113.4**

(a) If the defendant appears unrepresented by counsel and states his or her intent to retain counsel, the court shall adjourn the initial appearance in order to enable defendant to retain counsel. No defendant shall be entitled to more than one adjournment.
(b) If the defendant admits the charge, the court shall find him or her guilty. Penalty may be imposed immediately or at a later time set by the court.
(c) If the defendant pleads no contest to the court shall find him or her guilty. Penalty may be imposed immediately or at a later time set by the court.
(d) If the defendant denies the charge a trial date shall be set.
(e) If the defendant stands mute, the court shall enter a denial and set a date for trial.

# CHAPTER 114 ENFORCEMENT OF COURT ORDERS.

**SECTION 114.01.**

Any party or the court of its own motion may seek enforcement of any order by any lawful process or through any competent court of any jurisdiction.

**SECTION 114.02**

(a) For failure of any defendant to pay a forfeiture or any ordered costs in any hunting or fishing, trapping, or gathering action, the court may order suspensions of any of the defendant's hunting, fishing, trapping or gathering rights until such forfeiture or costs are paid.
(b) Such suspension shall be effected by the Clerk of Court, without further order of the court, if the defendant was advised in open court of the date upon which final payment was due and that the specific suspension ordered would follow nonpayment.
(c) If the defendant was not so advised in open court, the court shall schedule and notice a hearing at which defendant shall be ordered to show cause why suspension should not be ordered. After such hearing, or upon defendant's failure to appear at such hearing, the court may order the suspension.
(d) All forfeitures not paid. When due shall accrue interest at the rate of 1« percent per month on the unpaid balance, the first month's interest to be due on the day following the initial due date, and each subsequent month's interest accruing on the same day of each month thereafter.

**SECTION 114.3 - CONTEMPT OF COURT**

(a) The Tribal Court may impose a sanction for contempt of court.
(b) "Contempt of Court" means intentional:
(1) Misconduct in the presence of the court which interferes with a court proceeding or with the administration of justice, or which impairs the respect due the court; (2) Disobedience, resistance or obstruction of the authority, process or order of a court;
(3) Refusal as a witness to appear, be sworn or answer a question.
(c) Procedure
(1) A party aggrieved by a contempt of court may move for, or the court on its own motion may impose a contempt sanction. The court, after notice and hearing may impose sanction.
(2) The judge presiding in an action may impose a sanction upon a person who commits a contempt of court in the open court. The judge shall impose the sanction immediately after the contempt

of court and only for the purpose of preserving order in the court and protecting the authority and dignity of the court.

(3) A court may impose one or more of the following sanctions.

(a) Payment of a sum of money sufficient to compensate a party for a loss or injury suffered by the party as a result of the contempt of court.

(b) A forfeiture not to exceed $1,000 for each day the contempt of court continues.

(c) An ordered designed to ensure compliance with a prior order of the court.

(d) If the contempt arises in an action involving the exercise of off-reservation hunting, fishing, trapping, or gathering rights, a suspension of any such right.

(e) A sanction other than those specified in par. (a) through (e) if the court expressly finds that those sanctions would ineffectual to terminate a continuing contempt of court.

**SECTION 114.4 - WAGE WITHHOLDING**

(a) For any monetary obligation incurred by virtue of any order of the court the court may order the obligator's employer, or any person owing the any money, to withhold from the amount owing to the obligator an amount certain, or a percentage of the amount owed to the obligator, and to submit it electronically to an account maintained to the benefit of the AL'MAURII KHAN TRIBAL NATION or by mail in the form of a United States Postal Money Order made out to AL'MAURII KHAN TRIBAL NATION who shall disburse it to the person to whom due under (1) the court order or (2) the established rule of law requiring satisfaction of any Tribal Citizen's previous obligations to their blood, the tribe and Our posterity according to custom and international agreements prohibiting taxation without representation.

(b) Any person ordered to make a withholding under this section may subtract and retain from other funds due the obligator other sum of $3.00 for each withholding made. (c) Exempt from wage withholding shall be, for each one week period, 30 times the current minimum wage plus $20.00 for each dependent.

# CHAPTER 115 SUBPOENAS.

**SECTION 115.01.**

The judges of the Tribal Court shall have the power to issue subpoenas for the attendance of witnesses and/or production of documents or physical evidence on the request of any party to an action or on the court's own initiative, which subpoena shall bear the signature of the judge issuing it. Service of subpoenas shall be by any person not a party at least 18 years of age.

**SECTION 115.2**

Service of subpoena shall be made by delivering a copy of it to the person named or by leaving a copy at his place of residence with any competent person sixteen (16) years of age or older who also resides there.

**SECTION 115.3**

Proof of service of the subpoena shall be filed with the clerk of court by noting on the back of a copy of the subpoena the date, time and place that it was served and noting the name of the person to whom it was delivered. Proof of service shall be signed by the person who actually served the subpoena.

**SECTION 115.4**

In the absence of justification satisfactory to the court, a person who fails to obey a subpoena may be deemed to be in contempt of court.

# CHAPTER 116 CRIMINAL PROCEDURE

**SUBCHAPTER A - SEARCH WARRANTS**

**SECTION 116.1**

Every tribal judge shall have the power to issue warrants for the search and seizure of property and premises of any person under the jurisdiction of the court.

**SECTION 116.2**

No warrant for search and seizure shall be valid unless it contains the name or description of the person or property to be searched and describes the articles or property to be seized and bears the signature of a duly qualified judge of the (JSAAJC) JUS SANGUIN
AMERIQUEN ABORIGINE JUSTICE CENTER.

**SECTION 116.3**

No warrant of search and seizure shall be issued except upon probable cause that a search will discover: stolen, embezzled, contraband, or otherwise criminally possessed property which constitutes evidence of the commission of a criminal offense. Such probable cause shall be supported by a written and sworn statement based upon reliable information.

**SECTION 116.4**

Warrants of search and seizure shall be executed by authorized tribal enforcement personnel. The warrant shall be returned within the time limit shown on the face of the warrant, which in no case shall be longer than three (3) days from the date of issuance. Warrants not returned within such time limit shall be void.

**SECTION 116.5**

No enforcement official conduct any search without a valid warrant unless
(a) Incident to making a lawful arrest; or
(b) With the knowing, voluntary consent of the person being searched; or

(c) When he has probable cause to believe that the person searched may be armed and dangerous, and then only to the extent necessary to detect the presence of a weapon; (d) When the search is of a Tribal Conveyance capable of being driven away before a warrant can be obtained, and the officer has probable cause to believe that it contains contraband, stolen or embezzled property.

**SECTION 116.6**

Anyone interfering with the execution of a search warrant may be found in contempt of court.

**SUBCHAPTER B - ARREST**

**SECTION 116.7**

No tribal enforcement officer shall arrest any person for any criminal act or chargeable offense set out in the Tribal ordinances except when:

(a) The officer shall have a warrant signed by a tribal judge commanding the arrest of such person; or

(b) The criminal act or chargeable offense shall occur in the presence of the arresting officer; or

(c) The officer shall have probable cause to believe that the person to be arrested has committed a criminal act or chargeable offense.

**SUBCHAPTER C - ARREST WARRANTS**

**SECTION 116.8**

Every judge of the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER shall have the authority to issue warrants to arrest and such warrants shall be issued, the at the discretion of the court, only after a written complaint shall have been filed.

**SECTION 116.9**

The arrest warrant shall contain the following information:

(a) Name or description and address, if known, of the person to be arrested.

(b) Date of issuance of the warrant.

(c) Description of the offense charged.

(d) Signature of the issuing judge.

**SECTION 116.10**

Law enforcement officials shall be empowered to seek the cooperation of other agencies outside the reservation to secure the arrest of individuals under tribal arrest warrant.

**SUBCHAPTER D - ARRAIGNMENT**

**SECTION 116.11**

Arraignment shall be held in open court without unnecessary delay after the accused is taken into custody and in no instance shall arraignment be later than the next regularly scheduled session of court.

**SECTION 116.12**

Before an accused is required to plead to any criminal charge, the judge shall: (a) Read to the accused and determine that he understands the complaint and the tribal ordinance which he is charged with violating, including the maximum authorized penalty; and

(b) Advise the accused that he has the right to remain silent, to be tried by a jury; and to be represented by counsel at his own expense and that arraignment will be postponed should he desire to consult with counsel.

**SECTION 116.13**

If the accused pleads "not guilty" to the charge, a trial date shall then be set and the judge shall then set the conditions for bail prior to trial.

**SECTION 116.14**

If the accused pleads "guilty" to the charge, the judge shall determine that the plea is made voluntarily and that the accused understands the consequences of the plea. The judge may then impose sentence or defer sentencing for a reasonable time in order to obtain any information he or she deems necessary for the imposition of a just sentence. The accused shall be afforded the opportunity to present any information he deems useful in determining the setting of bail. The court shall then upon consideration of such information and all other facts set bail at an appropriate amount.

**SECTION 116.15**

If the accused refuses to plead, the judge shall enter a plea of not guilty on his or her behalf.

**SECTION 116.16**

For purposes of alleged violations by corporate entities, any officer of the corporation may appear on behalf of said corporation. Any arrest warrants on behalf of the corporations are executable against any officer or executive official of said corporation.

**SUBCHAPTER E - BAIL**

**SECTION 116.17**

A schedule of bail monies shall be established by the Tribal Court and made available to an individual charged with a criminal offense. The Clerk of Court or an enforcement official is authorized to accept bail in such specified amounts and to post this bail. Such bail shall only be accepted from individuals who also produce a signed agreement to appear bearing either his or her signature or mark.

**SECTION 116.18**

The aforementioned bail schedule shall be utilized by the Clerk of Court and/or law enforcement officials. The Tribal Court itself may set bail in whatever amount it deems appropriate.

**SECTION 116.19**

Should the Tribal Court feel any of the following will reasonably assure the appearance of the individual at any time lawfully required, the court may impose one or more of the following conditions for release form custody pending trial:

(a) Release on personal recognizance upon execution by the accused of a written promise to appear at trial and all other lawfully required times.

(b) Release to the custody of a designated person or organization agreeing to assure the accused's appearance.

(c) Release with reasonable restrictions on travel, association, or place of residence of the accused during the period of release.

(d) Release after deposition by the accused or a bondsman of bond in either cash or other sufficient collateral in an amount specified by the judge or a bail schedule.

**SUBCHAPTER F - NOTIFICATION OF RIGHTS AT TIME OF ARREST**

**SECTION 116.20**

Upon arrest, the suspect shall be advised of the following rights:

(a) The right to remain silent.

(b) That any statements made by the suspect may be used against him or her in court.

(c) The right obtain counsel at his or her own expense.

# CHAPTER 117 CRIMES AND CHARGEABLE OFFENSES DEFINED AND DESCRIBED; RIGHTS RESERVED BY THE TRIAL CLERKS AND JUDGES

**LEGAL CONCLUSIONS THAT SHALL NOT PREJUDICE TREATY RIGHTS BUT MAY BE TAKEN INTO CONSIDERATION BY THE TRIAL COURT:**

Excerpt from the 'Tribal Court Clearinghouse'
https://www.tribalinstitute.org/lists/jurisdiction.htm

**Inherent Sovereign Authority**: Indian tribes - as sovereign nations - historically have inherent jurisdictional power over everything occurring within their territory. Tribal courts are courts of general jurisdiction which continue to have broad criminal jurisdiction. Any analysis of tribal criminal jurisdiction should begin with this sovereign authority and determine whether there has been any way in which this broad sovereign authority had been reduced (see below).

**Federal or State Concurrent Jurisdiction**: Congress has granted limited jurisdictional authority to the federal courts (under the General Crimes Act and the Major Crimes Act) and to state courts (under Public Law 280). It is important, however, to note that tribal courts maintain concurrent (or joint) criminal jurisdiction.

**Criminal Jurisdiction over Non-Indians**: The U.S. Supreme Court decision Oliphant v. Suquamish Indian Tribe, 435 U.S. 191 (1978) limits the ability of Native Nations to try and punish non-Indians. Under this decision, Native Nations generally do not have jurisdiction to prosecute non-Indians. The Violence Against Women Act Reauthorization of 2013 slightly modified this decision however. A Native Nation may choose to exercise "Special Domestic Violence Criminal Jurisdiction (SDVCJ) and exert their inherent ability to prosecute non-Indians who commit the following offenses: domestic violence, sexual assault, dating violence, and violation of protection orders. In order to exercise SDVCJ, the Nation must meet certain requirements. The resource listed at the top of this page, TLPI's Tribal Code Resource: Implementing TLOA and VAWA 2013 has a greater discussion of the requirements and provides examples of tribal codes and provides more information and guidance on this topic.

**Criminal Jurisdiction over Non-Member Indians:** The Supreme Court ruled that tribal courts did not have criminal jurisdiction over non-member Indians. Duro v. Reina, 495 U.S. 676 (1990). Congress, however, overturned this decision and restored tribal court criminal jurisdiction over non-member Indians by adding the following language to the definition of "powers of self-government" in the Indian Civil Rights Act (25 U.S.C. § 1301) - "means the inherent power of Indian tribes, hereby recognized and affirmed, to exercise criminal jurisdiction over all Indians" (Public Law 102-137).

**Sentencing Limitation**: The Indian Civil Rights Act ((25 U.S.C. § 1301 (Definitions); § 1302 (Constitutional rights); § 1303 (Habeas corpus)) provides that tribal courts cannot "impose for conviction of any one offense any penalty or punishment greater than imprisonment for a term of one year or a fine of $5,000 or both." If a person is convicted of more than one crime (e.g., domestic violence and kidnapping), federal law allows up to one year for each offense. The Tribal Law and Order Act (TLOA) 25 U.S.C. § 1302 amended ICRA, thus increasing tribal court authority to incarcerate for up to three years and/or fine up to $15,000 for one offense. However, if a tribal court orders incarceration for more than one year, it must:

- Provide licensed legal counsel for an indigent defendant at tribal expense (The defense attorney must be licensed to practice law by a tribe, state, or federal government in a manner that ensures professional competence and responsibility.);
- Ensure that tribal court judges are law trained and licensed; • Publish criminal laws, rules of evidence, and procedure; and
- Maintain an audio or video record of the criminal trial.

Incarceration for more than a year also requires that the defendant either was previously convicted of the crime or that the crime is one that would carry a penalty of more than a year if prosecuted in a state or federal court. The TLOA also allows for the defendant to be convicted of more than one offense at a time, allowing incarceration for up to nine years. 25 U.S.C. § 1301(a)7D Indian Civil Rights Act does not limit other forms of sanctions—including restitution, banishment, and probation.

**Charging Defendant in both Federal and Tribal Court is NOT a violation of Double Jeopardy**: The U.S. Supreme Court has held that the source of the power to punish offenders is an inherent part of tribal sovereignty and not a grant of federal power. Consequently, when two prosecutions are by separate sovereigns, (e.g. the Navajo Nation and the United States), the subsequent federal prosecution does not violate the defendant's right against double jeopardy. United States v. Wheeler, 435 U.S. 313 (1978).

**Federal Criminal Jurisdiction**

Federal courts are courts of limited jurisdiction (that is, they cannot hear all cases - there must be specific constitutional or statutory authority in order to bring a case in federal court). Congress has granted criminal jurisdiction in Indian country to the federal courts in certain circumstances, including the following:

**General Crimes Act** (18 U.S.C.§ 1152): This federal statue (enacted in 1817 and set forth below) provides that the federal courts have jurisdiction over interracial crimes committed in Indian country as set forth below:

Except as otherwise expressly provided by law, the general laws of the United States as to the punishment of offenses committed in any place within the sole and exclusive jurisdiction of the United States, except in the District of Columbia, shall extend to the Indian Country. This section shall not extend to offenses committed by one Indian against the person or property of another Indian, nor to any Indian committing any offense in the Indian Country who has been punished by the local law of the tribe, or to any case where, by treaty stipulations, the exclusive jurisdiction over such offenses is or may be secured to the Indian tribes respectively.

**Major Crimes Act** (18 U.S.C. § 1153): The Major Crimes Act (enacted following the U.S. Supreme Court's 1883 Ex Parte Crow Dog decision) provides for federal criminal jurisdiction over seven major crimes when committed by Indians in Indian country. Over time, the original seven offenses have been increased to sixteen offenses currently.

**State Criminal Jurisdiction**

The states generally do not have jurisdiction over crimes occurring in Indian Country with three exceptions set forth below:

**Public Law 280** (18 U.S.C. § 1162): Congress in 1953 authorized states to exercise jurisdiction over offenses by or against Indians. Public Law 280 provided for broad state concurrent criminal jurisdiction on those states and reservations impacted by Public law 280 (both mandatory states and those states which opted to assume PL280 jurisdiction).

**Other Federal Acts conferring State Jurisdiction:** Some tribes have been affected by federal legislation in which states have received a federal mandate to exercise jurisdiction outside of Public Law 280, e.g., through state-wide enactments, restoration acts, or land claims settlement acts.

**Non-Indian v. Non-Indian Crimes:** The U.S. Supreme Court ruled in United States v. McBratney, 104 U.S. 621 (1881), and Draper v. United States, 164 U.S. 240 (1896), that state courts have jurisdiction to punish wholly non-Indian crimes in Indian country.

**Criminal Actions May Need to Be Treated as Civil Actions in Certain Circumstances**

Please note that actions which might be treated as a criminal action in federal or state court may need to be treated as civil actions in tribal courts. This may be due to many factors, including legal jurisdictional limitations (such as the lack of tribal jurisdiction over non-Indians), practical jurisdictional limitations (such as Public Law 280), and resource limitations. Consequently, victims of crime in Indian Country and their advocates may need to research victims' rights in civil procedures to a much greater extent than would be needed in federal and state courts.

**SECTION 117.1 PARTIES TO A VIOLATION.**

Any person who is concerned in the commission of a violation of a tribal ordinance is a principal and may be adjudged to have committed the violation although such person did not directly commit it and although the person who did directly do so has not been subject to an act or in Tribal Court. A person is concerned in the commission of a violation if such person:

(a) Directly violates; or
(b) Aids and abets the violation; or
(c) Is party to a conspiracy with one or more others to violate or advises, hires, counsels, or otherwise procures another to commit the violation.

**SECTION 117.2 DEFINITIONS OF VIOLATIONS.**

(a) Crime – any act or behaviors that are prohibited by tribal law and codes, inclusive of and not limited to undefined acts and behaviors that prejudice the tribe's autonomy, self-governance rights, and ability to conduct essential tribal government functions, and or a tribal citizen or denizens' liberties as expressed by Our tribal constitution.
(b) Other types of deviant behaviors that are considered crimes, violations, and distinct chargeable offenses prosecutable by the Tribe against any defendant.
    (1) Fraud – shall consists of some deceitful practice or willful device, resorted to with intent to deprive another of his right, or in some manner to do him an injury. As distinguished from negligence, it is always positive, intentional. In Our own ancient customs written in Our Hearts and Souls and codified within Hebraic Law, i.e. Talmud Geneivat da'at or g'neivat daat or genebath da'ath (sic. stealing the mind) is prohibited.
        a. This includes statements of perjury, false claims and defenses, defamatory statements, trespass, violations of ultra vires doctrine, misrepresentations of fact and truth, willful neglect, abandonment of duties, color of law acts and procedures, whether by oral/verbal transmission, hand typed or handwritten paper/document, publication in paper form or electronic communication and the like informations and claims used to engage in fraud against the tribe, a tribal member, or any indigenous people or American aborigine.
    (2) Espionage – the engaging of any acts which could be construed as an attempt to subvert or overthrow the Al'Maurii Khan Nation and or any other Autochthonous Aboriginal American Nation-States or Moorish and or Islamic Governments.

(3) Coercion – the act or process of persuading someone forcefully to do something that they do not want to do.
   a. Stalking – engaging in any course of conduct directed at a specific person that would cause a reasonable person to— (i) fear for his or her safety or the safety of others; (ii) suffer substantial emotional distress.
   b. Menacing – the making of threats to another and causing the other person to believe that the threats are real.
   c. Intimidation – to intimidate is defined as to frighten someone or to make someone be in awe of you, especially if you do so in order to get what you want and under the color of law or authority
   d. Rape – The penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.

(4) Assault – Any type of trauma both physical and or mental perpetrated against any Tribal member, non-member, or denizen, or carried against the Al'Maurii Khan Nation or any of its agencies and tribal properties.
   a. This includes unlawful searches and seizures of all people warranting protection under treaty rights and Our tribal constitution and code law, i.e. actions without warrant or probable cause to stop and search a member of a protected people.
   b. Unlawful or illegal detention and or prejudice of rights of movement or the free exercise thereof.

(5) Homicide – Causing the death or demise of a human being.
   a. Murder is the cause of death or demise of a human being with malice and or willful intent.
   b. Manslaughter is the cause of death or demise of a human being by negligence, or accident and without malice and or any willful intent.

(6) Theft – Any transfer of property without permission or full consent from the lawful owner or a bona fide representative for the lawful owner. This includes slavery, fraud, larceny, embezzlement, human trafficking, illegal trusts, escheating of estates and stealing of all types.

(7) Trespass – Any type of willful entry upon tribal property and or interference with the exercise of tribal rights, with knowledge by a non-member or tribal member, and without permit or solicitation to initiate the entry or interference.

(8) Negligence – The failure to meet a standard of behavior established to protect society against unreasonable risk. Especially applicable to ministers and agents of the Tribe, tribal members, and any persons presenting themselves being agents, officers, officials and or authorities from an office foreign to the tribal jurisdiction.

(9) Breach of the Peace – Any chargeable offense or crime committed or activity attempted or engaged in, that is prohibited by Tribal Order, Ordinance and or Treaty.

(c) Chargeable Offense – Any civil actions, schemes or devices, having the ability to harm, deface, prejudice, or interfere with tribe's autonomy, self-governance rights, and ability to conduct essential tribal government functions, and or a tribal citizen or denizens' liberties as expressed by Our tribal constitution, warranting remedy by civil procedures against the concerned parties to the violation for an amount of up to fifteen-thousand dollars ($15,000) for each offense,

payable to the AL'MAURII KHAN TRIBAL NATION, inclusive of actions defined under A.K.N. Tribal Code
117.3(a).

(1) It shall be a chargeable offense to use any tribal documents or seals to commit crimes in this jurisdiction or another and or to attempt to use Our tribal constitution, codes, seals, or documents as protection needed resulting from trespasses of law, determined by a competent court having jurisdiction over the matter.

(2) It shall be a chargeable offense to construe any tribal documents or tribal procedures committed to for the purpose of self-governance and the protection of Our posterity as criminal or unlawful in any criminal or civil proceeding absent authority from a competent authority in the United States that has received an expressed waiver of tribal/sovereign immunity from the Al'Maurii Khan Nation Tribal Council.

(3) It shall also be a chargeable offense to attempt to pass any color of law instrument or device to the tribe or any indigenous people under A.K.N. Tribal Code 152.8 –
9, that would;

a. prejudice treaty rights or tribal rights and the United States obligations;
b. restrict the freedom of movement throughout these inherited American lands as a Tribal National, Moorish-American, Moor, or Indian or any other free inhabitant of indigenous origins guaranteed passage by previous treaty with
British Empire, Spanish Crown, etc;
c. interfere with the resettlement, restoration, and re-occupation of former lands, territories, and domiciles that were unlawfully annexed into foreign states via statutory presumption of indigenous peoples having abandoned lands and or dying without heirs or intestate to the benefit of current colorable occupiers and claimants having no allodial right of claims in the property, includes and is not limited to trespass, holdover tenancy, or illegal squatting on tribal property;
d. sever postliminy rights in Territory described in Al'Maurii Khan Nation
Tribal Constitution, Article I, and reserved lands described in Al'Maurii Khan Nation Tribal Code 401 & 404.5;

– without expressed authority sealed by the Al'Maurii Khan Nation Tribal Council and the de jure United States Congress assembled, withstanding against any test of knowledge as all men of sound mind are deemed to know the laws of the country which they live under and have consented to being governed by.

**SECTION 117.3 JURISDICTION.**

(a) Al'Maurii Khan Nation Tribal Constitution, Article 8, Section 2. Jurisdiction. The judicial power shall extend to all cases, in law and equity, arising under the Constitution of the Al'Maurii Khan Tribal Nation, the Laws of the Al'Maurii Khan Tribal Nation, Nation Governmental Councils, to all tribal Nationals and property within the jurisdiction of the Al'Maurii Khan Tribal Nation, and Al'Maurii Khan Tribal Trust; A.K.N. Tribal Code Chapters 103, 105, 106, and 108.

(b) One (1) qualified member of the Council of Tribal Justice, whom shall be selected upon the Tribal Council's own terms, may serve as a Justice in any criminal or civil matter administered by this chapter of the Tribal Code.

(c) All hearings and trials under this section of the tribal code must be initiated, argued, adjudicated, and finalized before the Al'Maurii Khan Nation Tribal Council of Justice doing business as JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER.
   (1) For the services of the clerk, the Al'Maurii Khan Nation Tribal Clerk shall collect six (6) ounces of 99.99% Pure Silver or the equivalent in value to initiate any claim under this chapter, notwithstanding verifiable proof of insolvency and or the inability to satisfy the cost of the services of the Clerk.

(d) The tribal court may obtain and assume jurisdiction by any defendant's failure to object by rebuttal point for point (1) any constructive notice and or newspaper publication, (2) claims presented by service of process in accordance with A.K.N. Tribal Code Section 105.11 Subchapter A *General Provisions Section 60 Notice (5 AKN CODE §4-60)* or upon the last known address or upon the authorized representative, attorney, or attorney general for the State or Country granting residence to the alleged perpetrator, (3) the tribal court's application of administrative processes customarily allowable within the general common laws of England and according to the treaties in force doctrine (specifically the 622 CE Muslims – Jews Treaty, the 1491 Treaty of Granada, 16th Century Anglican – Moroccan relations that created the Barbary Company1787 – 1836 U.S.A. – Morocco Treaty, 1795 Jay Treaty, all of which have given rise to the United Nations Human Rights Agreements and eventually the 2011 Constitution for the Kingdom of Morocco and the 2015 Al'Maurii Khan Nation Tribal Constitution ) giving the 15 days after receipt of notice or its publication.

**SECTION 117.4 RESERVED RIGHTS IN MATTERS BEFORE THE TRIBAL COURTS.**

(a) All Tribal members are vested with Consular duties and obligations to prosecute or assist the prosecution of a matter that involves interfering with essential government functions of the tribe before the Tribal Court to its end, unless granted a waiver by the trial court.

(b) All justices, judges, clerks, prosecutors, investigators for the Tribe and their conclusions, opinions, and statements shall be protected as consuls, ambassadors, agents of Moorish consuls having treaty rights and obligations which compels their security against any and all unlawful trespass upon their rights and duties as internationally protected persons under duty to the Al'Maurii Khan Nation and the facilitating of its essential tribal government functions for current tribal business and future tribal needs.

(c) The tribal courts, Tribal Consuls, and tribal officials enforcing and administering the law, issuing and enforcing the Tribal Orders for the protection of our posterity and future tribal needs are with every right to seek remedy on behalf of the AL'MAURII KHAN TRIBAL NATION according to the 1787 – 1836 treaty between the United States of America and the Sultan of Morocco, which guarantees that Our vessels in commerce are with pass and exempt from search and seizures, taxation without representation, and that Our people shall have the same rights as citizens of the United States whenever controversies arise.

(d) Any person appearing as a defendant in a civil case or action in the Al'Maurii Khan Tribal Nation Court shall have the right to be represented by a spokesman or an attorney at his own expense provided that such spokesman or attorney has made proper application to this court for admission to practice before it. Such application procedures shall be established by the Tribal Court.

(e) The Al'Maurii Khan Nation Minister of Commerce shall collect, monthly, all payments made to the Tribal Clerk and or the AL'MAURII KHAN TRIBAL NATION resulting from the application and enforcement of the provisions of this chapter.

**SECTION 117.5 FINES AND RESTITUTION.**

(a) The Court Clerk is authorized to accept a payment in 99.99% Pure Silver or the equivalent value against any chargeable offense, criminal act, or civil infraction for restitution and satisfaction to the AL'MAURII KHAN NATION and the victim(s) in any matter prosecuted before the Al'Maurii Khan Nation Tribal Court or a court of competent jurisdiction.
   1. Any party or parties receiving notice or having participated in a hearing or trial and found to have violated any laws of the Al'Maurii Khan Nation or the rights of the people by adjudication under the laws of the tribe shall pay to the Court Clerk a specified amount no less than two-hundred and fifty dollars ($250) and no more than fifteen-thousand dollars ($15,000).
   2. Fines originating from any single chargeable offence or crime against the tribe or an official of the tribe in the act of protecting essential tribal government functions or religious rights shall be fixed at fifteen-thousand dollars ($15,000) for each charge discovered in any single act.
   3. Fines originating from any single chargeable offence or crime by a foreigner against a tribal national shall be fixed at ten-thousand dollars ($10,000) for each charge discovered in any single encounter.
   4. Fines originating from any single chargeable offence or crime by a foreigner against a tribal denizen shall be fixed at five-thousand dollars ($5,000) for each charge discovered in any single encounter.
      (i) Non-members who recognize the tribe and its jurisdiction shall be considered tribal denizens and protected as such throughout the duration of the case.
   5. The Court Clerk shall not accept or deliver any tribal order that goes beyond the authority of tribal court as described within the tribal laws.

(b) Community Service – inclusive of and not limited to teaching or showcasing a skill or talent before tribal members for a time period of no less than three (3) hours and no more than one-hundred (100) hours for each offense.
   1. Community service maybe set aside by request to the Court Clerk, whom shall accept such request upon satisfaction of $50 per hour requesting to be set aside or waived.
   2. Failure to satisfy community service hours shall constitute a violation of a Tribal Court Order, warranting satisfaction by common laws of England and or assistance from any local authority having jurisdiction and under obligation to enforce a bona fide order compelling performance or prohibiting specific acts according to the governing law.

(c) JAIL LOCATION – To be determined.

(d) RESERVATIONS – Tribal Court Judges in all matters reserve the right to suspend, amend, or increase any fine or form of restitution if it is determined that said restitution would violate tribal law or international law.
   1. Tribal Court Judges, as Moorish Consuls may exercise the above authority in assisting in matters directly related to or affecting Moorish-Americans, Moors, American Aborigine, Black Indians, or the tribe's essential governmental functions as a matter of treaty rights of Moorish Consuls.

**SECTION 117.6 APPEALS.**

(a) The Al'Maurii Khan Nation Tribal Court Clerk is authorized to assign the case to an appellate panel consisting of three (3) judges from tribal courts after accepting a request to appeal a

decision resulting from a hearing under this chapter upon satisfaction of a payment of nine (9) ounces of 99.99% Pure Silver or the equivalent value as deemed acceptable by the Clerk.

(b) Any person found guilty of a crime or chargeable offense by a Tribal Court organized and authorized to act under this Tribal law code shall have the right to appeal any decisions within 30 days with the Al'Maurii Khan Nation Tribal Court Clerk if they believe that they have not received justice.

(c) Any person found guilty of a crime or chargeable offense by a Tribal Court organized and authorized to act under this Tribal law code shall have waived the right to appeal any decisions within 30 days with the Al'Maurii Khan Nation Tribal Court Clerk if they have failed to reply to any previous attempts by the court to resolve the matter.

(d) Any order or decision issued under this chapter having violated due process rights that are not waived by willful omission or that are protected under tribal law and international law as inalienable shall be voidable and must be retried / reheard at the cost of eight (8) ounces of 99.99% Pure Silver made payable to the tribal Clerk by the unsuccessful party seeking to refile.

# CHAPTER 118 - JUVENILES

**SECTION 118.1**

The class juveniles shall include all individuals who have not achieved their respective eighteenth (18) birthday.

**SECTION 118.2**

Court processing of, and proceedings concerning juveniles shall be as provided in Chapter 125, Al'Maurii Khan Ordinance.

# CHAPTER 120 - SEIZURES

**SECTION 120.1**

In any case where tribal ordinance authorizes the seizure of any perishable resource or product, the Support Council may hold such resource product until the Tribal Court has ruled on its ultimate disposition, or may sell such resource or product if

(a) it is not needed as evidence, and

(b) it will spoil or lose substantial part of its value if retained until ultimate disposition.

**SECTION 120.2**

If the Support Council chooses to sell the resource or product it may do so by auction or privately to a tribal program, and shall retain the proceeds of such sale until ultimate disposition of the case, at which time the proceeds shall be disposed of as the court orders.

**SECTION 120.3**

Under no circumstance where the conservation department had reasonable cause to believe that violation of a tribal ordinance providing for seizure and forfeiture of a resource or product had been committed shall the department be liable for any difference between the proceeds actually received by the conservation department and any amount claimed as the fair market value of the resource or product.

# CHAPTER 121 - APPEAL PROCEDURE

**SECTION 121.1- PURPOSE**

The purpose of this chapter is to establish the procedures by which appeals are taken from the decisions of the Tribal Court.

**Comment**

This chapter does not establish the structure of the Tribe's Court of Appeals. The appellate court is established and structured by other tribal law. See. Sec. 121.4(b), below. Comments such as this one follow many sections of this chapter. They are not part of the chapter but are furnished as guides to understanding the chapter. The Tribal Court and the Court of Appeals may use these comments to the extent they deem appropriate.

**SECTION 121.2 - AUTHORITY**

This chapter is adopted pursuant to Art. VI, Sec. 1(q), of the Constitution of the Tribe.

**SECTION - 121.3 - REPEAL OF INCONSISTENT ORDINANCES**

All ordinances or parts thereof which are inconsistent with this chapter are hereby repealed.

**SECTION 121.4 - DEFINITIONS**

(a) "Appellant" means the party filing an appeal.

(b) "Court of Appeals" means the Tribe's appellate court as established by Chapter 119, Al'Maurii Khan Ordinances.

(c) "Respondent" means the party responding to another party's appeal.

(d) "Tribal Council" means the tribal council of the Tribe.

(e) "Tribal Court" means the trial level court of the Tribe.

(f) "Tribe" means the Al'Maurii Khan Tribal Nation.

**SECTION 121.5 - EXCLUSIVE JURISDICTION**

(a) The Court of Appeals shall have exclusive jurisdiction to review all decisions of the Tribal Court as provided herein. The decision of the Court of Appeals shall be final as to all such review.

(b) The jurisdiction of the Court of Appeals shall include the authority to determine the constitutionality of acts of the Tribal Council.

**Comment**

Subsection (a) safeguards the authority of the Court of Appeals to perform its review function without interference from other governmental agencies either before or after it has acted.

Subsection (b) establishes the authority of the Court of Appeals to review the constitutionality of Tribal Council acts of whatever nature. Because tribal constitutions do not typically provide for a separation of powers between the judiciary and the other functions of the government, some question may be raised as to the implicit authority of the courts to review the acts of tribal government. Whatever the correct answer is to that question, this subsection delegates whatever authority is necessary to perform such review.

**SECTION 121.6 - ONE FORM OF REVIEW**

There shall be one form of review in the Court of Appeals, to be designated an appeal.

**Comment**

This ordinance provides the only method of obtaining review in the Court of Appeals. This section eliminates any argument that any Anglo-American common law writs may be pursued for extraordinary relief

**SECTION 121.7 - WHO MAY APPEAL**

Any party aggrieved by a decision of the Tribal Court may initiate an appeal.

**Comment**

Only a party in the case below, who is in some way harmed by the decision below, may appeal.

**SECTION 121.8 - WHAT MAY BE APPEALED**

Any final judgment or order of the Tribal Court may be appealed to the Court of Appeals. A final judgment or order is one which disposes of all issues in litigation between at least two parties to a case.

**Comment**

All final judgments and orders may be appealed. Nothing but a final judgment or order may be appealed. If an order in a case leaves other matters to be decided, and does not completely settle all disputed issues between the parties, so that the Tribal Court still has work to do, then the order is not final and an appeal cannot be filed. In cases involving multiple parties, an order or judgment may dispose of all issues between two or more of the parties, and would therefore be appealable. In cases involving multiple issues, an order disposing of one or more issues may leave others as yet unresolved and would therefore not be appealable.

**SECTION 121.9 - WHEN AN APPEAL MAY BE TAKEN.**

(a) Notice of appeal must be filed with the Clerk of the Tribal Court, and served on all other parties, no later than 30 days after the entry of the judgment or order from which the appeal is taken. If one party has timely and properly filed a notice of appeal, any other party may file a notice of appeal within 15 days of service of the initial party's notice of appeal.

(b) A judgment or order is entered when it is filed with the Clerk of Court.

(c) Failure to file a notice of appeal as provided in this section deprives the Court of Appeals of subject matter jurisdiction in the appeal.

**Comment**

The appeal is started by filing the notice of appeal, a simple form for which a model is provided as Official Form no. 1. A party other than the initial appellant may decide to appeal in light of the initial appellant's appeal and is therefore allowed additional time to do so after service of the first

notice of appeal. The interest of parties in the security of judgments entered by the court requires that an appeal must be filed within the time prescribed or be forever waived.

**Calculation of time is prescribed by Sec. 121.17.**

**Proper methods of service are prescribed by Sec. 121.18.**

**SECTION 121.10 - HOW AN APPEAL MAY BE TAKEN**

(a) A notice of appeal shall be filed by any party seeking review of a final judgment or order of the Tribal Court. The notice of appeal shall be filed and served, together with the request for transcript required by section 121.10(c), within the time prescribed by sec. 121.9 of this ordinance. The notice of appeal shall bear the caption and case number of the case in the Tribal Court and shall be labeled "Tribal Notice of Appeal." The notice of appeal shall identify by date, judge, and case number the judgment or order appealed, and shall state the substance of the judgment or order and whether the appellant appeals from the entirety of the judgment or order or from only part thereof. and if the latter, shall specify the part thereof. The notice of appeal shall also include a brief statement of the grounds for appeal and shall specify the precise relief sought. No appeal shall be dismissed for any formal defects in the notice of appeal as long as the matter appealed is clearly identified and filing and service are timely and properly made. If a notice of appeal does not contain every item required by this subsection, the Court of Appeals may make such orders as the interests of justice require.

**Comment**

The essence of the notice of appeal is to give fair notice to the other parties that what would otherwise be a final disposition of a case will not be final, and to allow the other parties to begin preparation for responding to the appeal or for filing a cross-appeal. The notice of appeal provided for in this section also requires a statement of the grounds for appeal and the relief sought, in the event an appellant appearing pro Se elects not to file a brief. Any party including in the notice of appeal the items listed in this subsection will be deemed to have clearly identified the matter appealed. A notice of appeal that fails to include all of the items listed in this subsection, may cause the Court to expand the time for response, dismiss the appeal, or make other appropriate orders.

(b) Unless waived, the filing fee prescribed by Sec. 121.19 shall be paid to the Clerk of the Tribal Court at the same time the notice of appeal is filed. The Clerk of Court shall not accept for filing a notice of appeal that is not accompanied by the filing fee or an order waiving fees. No filing fee shall be required in an appeal filed by the Tribe. (c) A request for transcript shall be filed with the Clerk of the Tribal Court at the same time the notice of appeal is filed. The request for transcript shall specify those proceedings, or parts thereof, to which any reference will be made in the appeal proceedings and for which the official transcript will be required by the Court of Appeals for its review. Any other party may request transcription of additional proceedings or parts thereof by filing a request no later than 15 days after service of the appellant's notice of appeal and request for transcript. No fee shall be required for any transcript requested by the Tribe.

(d) The filing of an appeal does not constitute an automatic stay of the tribal court's judgment or order. A motion seeking a stay may be addressed to the tribal court before or after the filing of the notice of appeal.

**SECTION 121.11 - CLERICAL FUNCTIONS UPON FILING OF APPEAL**

(a) Upon receipt of the notice of appeal, filing fee, and request for transcript, the Clerk of the Tribal Court shall forward to the Clerk of the Court of Appeals the notice of appeal and filing fee and shall prepare the record on appeal. The record on appeal shall consist of all papers filed by the

parties or the court, and the transcript requested by appellant or any other party, unless limited by stipulation of the parties.

**Comment**

The Court of Appeals will receive the entire Tribal Court written record, and a transcript of the trial or hearings that pertain to the appeal, unless the parties agree that the Court need not have the entire record. Any party requesting a transcript may be charged the per page rate provided at Sec. 121.19.

(b) Upon receipt of the notice of appeal and the filing fee, the Clerk of the Court of Appeals shall docket the appeal and shall notify the judges of the Court of Appeals of the pending appeal.

(c) The Clerk of the Tribal Court shall file the completed record on appeal with the Clerk of the Court of Appeals, and shall serve notice thereof, together with a copy of any transcript included in the record, on each of the parties.

**SECTION 121.12 - BRIEFING AND ORAL ARGUMENT**

(a) If the appellant intends to submit a brief, he or she shall file and serve a brief within 45 days of the filing of the record on appeal.

(b) If the respondent intends to submit a brief, he or she shall file and serve a response brief within 30 days of service of appellant's brief, or within 75 days of the filing of the record on appeal, whichever occurs first.

(c) The appellant may file and serve a reply brief within 15 days of service of respondent's brief.

(d) Briefs shall contain an argument and conclusion specifying the precise relief sought. The initial brief filed shall also include a statement of the case and statement of the issues presented on appeal and how the Tribal Court decided them.

(e) Briefs shall be typewritten, double-spaced, on white 8 by 11 inch paper, and shall not exceed 50 pages in length, except that reply briefs shall not exceed 15 pages in length, exclusive of any table of contents and table of authorities included. The original and three copies of each brief shall be filed with the Clerk of the Court of Appeals.

(f) Oral argument may be permitted in the discretion of the Court. Whether argument is allowed, and if so the length of argument allowed, shall be set by the panel of the Court of Appeals hearing the appeal.

**Comment**

The above rules are considered the minimum necessary for allowing the Court of Appeals to conduct its business in an efficient and just fashion. Briefing rules are purposely looser than in other jurisdictions to allow non-lawyers to represent themselves, or if otherwise permitted by the rules of the Tribal Court (see sec. 121.20), to represent others. Briefs are made optional, in recognition that some parties appearing pro Se may not wish to file briefs but may rather wish to present their cases solely in oral argument. The notice of appeal (see Sec. 121.10(a)) accordingly requires a short statement of the grounds for appeal and of the relief sought. A party may or may not be disadvantaged by failure to file a brief.

**SECTION 121.13 - DECISIONS**

(a) All decisions of the Court of Appeals shall be in writing, shall specify the relief granted, if any, and the Court's rationale therefore. The Clerk of Court of Appeals shall, within two days of their filing, furnish copies of the decision and any order of the Court of Appeals to the Tribal Court, the parties, and, for publication and distribution, to the Indian Law Reporter and the Florida Fish and Wildlife Commission.

(b) All decisions and dissents shall be written by the most senior judge voting with the majority or dissent, unless assigned by that judge to another judge. Any judge dissenting or concurring shall file a written opinion, or join in a written opinion filed by another judge. The most senior judge is the judge having the longest term of continuous service as a judge at the time.

(c) A petition for reconsideration may be filed by an aggrieved party within 15 days of the filing of any decision or order of the Court of Appeals. The petition for reconsideration shall state the specific change in the decision sought, and all reasons, and the authority therefor, for the change. Any non-petitioning party shall have 15 days from the date of service of the petition to respond. Oral argument on a petition for reconsideration is discretionary with the Court.

(d) The Tribal Court shall in all respects be bound by the decisions and orders of the Court of Appeals.

(e) The Indian Law Reporter is designated the official reporter of the decisions of the Court of Appeals.

**SECTION 121.14 - STANDARD OF REVIEW**

The Court of Appeals shall apply the following standards of review.

(a) A finding of fact by a judge shall be sustained unless it is clearly erroneous. (b) A finding of fact by a jury shall be sustained if there is any credible evidence to support it.

(c) A factual inference drawn by a judge or jury shall be reviewed as a finding of fact as long as more than one reasonable inference can be drawn from the facts.

(d) A finding, explicit or implicit, of witness credibility shall be reviewed as a finding of fact.

(e) Conclusions of law are review DE novo by the Court of Appeals.

(f) A stipulated, uncontested, or documentary fact is reviewed as conclusion of law.

(g) The meaning of an unambiguous contract is reviewed as a conclusion of law. (h) A mixed issue of fact and law is reviewed according to the appropriate standard for each part.

(i) Whether a finding of fact or a conclusion of law has been properly labeled as such by the Tribal Court is reviewed as a conclusion of law.

(j) A discretionary determination shall be sustained if the record reflects that the Tribal Court exercised discretion and applied the appropriate legal standard to the admissible facts of record.

(k) Sentencing and the imposition of fines, forfeitures and other penalties or remedial measures, not including the assessment of damages, shall be reviewed as a discretionary determination.

(l) The Court of Appeals shall not substitute its judgment for that of the Tribal Court on a matter committed to the discretion of the Tribal Court.

**Comment**

The standard of review defines the relationship between the trial court and the appeals court. The standard of review seeks to allocate to each court that part of the judicial work which it can best do. The trial court is in the best position to weigh the evidence and assess witness credibility and is therefore sustained on such matters unless its findings are clearly erroneous. The trial court is in no better position to interpret the law than the appeals court; in fact, the appeals court has the luxury of being able to analyze the law away from the heat of trial and can better perform this task itself. The appeals court can therefore look at questions of law afresh and need not defer at all to the trial court. Discretionary questions by their nature, can result in different decisions when put to different decision makers. The function of the appeals court in reviewing a discretionary decision is not to itself decide the result it would choose, but to determine whether the trial court

in fact exercised discretion and made a decision based on the applicable facts and law. The exercise of discretion is more than bold decision making and it is the task of the appeals court to see that the appropriate process was followed.

Specific instances of common standard of review problems are listed in this section; for instance, the definition of sentencing as a discretionary determination. These instances are not exclusive. The Tribal Council may provide by ordinance and the courts by decision the classification of other matters as factual, legal, or discretionary.

**SECTION 121.15 - OBLIGATIONS OF THE TRIBAL COURT**

(a) In all matters tried to a judge without a jury, the judge shall make separate findings of fact and conclusions of law. It is sufficient if the findings and conclusions are made orally on the record in open court, or if they are contained in a written opinion.

(b) In all civil matters tried to a jury, the jury shall return a special verdict on each issue of fact placed before it.

(c) If the Tribal Court fails to make findings of fact, the Court of Appeals may affirm the judgment if the record supports it, reverse if the record does not support it, or remand for findings and conclusions.

**Comment**

In order for the appeals court to properly perform its review function, it must have an adequate basis for understanding the trial court's decision.

**SECTION 121.16 - PRESERVATION OF ISSUES FOR APPEAL**

(a) Absent a compelling reason, issues not raised before the Tribal Court will not be heard before the Court of Appeals.

(b) An issue raised but not argued orally or by brief is deemed abandoned. (c) A moot issue will not be reviewed unless it is capable of repetition yet due to its nature is likely to evade appellate review.

(d) No facts not in the trial record may be presented in any manner to the Court of Appeals.

**Comment**

Subsections (a) and (d) preserve the basic function of the appeals court as a court of review, not a court of initial determination. The trial court should have the first opportunity to consider all issues in litigation and to see as only it can do that the record is fully developed.

Subsection (b) protects the court and parties from expending energy on issues that an appellant has no intention of pursuing.

Subsection (c) states the principle that a court will not decide issues over which there is no current controversy. The controversy that existed during trial may be dispelled by the time of appeal. The exception to this rule is the type of case that may occur again but is likely never to survive long enough to receive appellate review. For instance, an individual may wish to challenge a court's suspension of his hunting and fishing rights for a period of three months, but by the completion of the appellate briefing schedule the suspension would be ended and the case moot. Since the issue could recur, but would always become moot before it was ready for decision, the mootness doctrine would be set aside.

**SECTION 121.17 - TIME**

(a) In computing any period of time prescribed or allowed by this ordinance or by order of the Court of Appeals, the day of the act, event, or default from which the period of time begins to run is not included. The last day of the period is computed unless it is a Saturday, Sunday, legal holiday,

or day upon which the office of the Clerk of Tribal court is not open for business. When the period of
time is less than 11 days, Saturdays, Sundays, legal holidays, or days upon which the office of the Clerk of Tribal Court is not open for business shall not be included in the period.

(b) Whenever a party has a right or is required to do some act within a prescribed period of time following service of a notice or paper on the party, and when that notice or paper is served by mail, 3 days shall be added to the prescribed period.

**SECTION 121.18 - SERVICE**

(a) Any paper filed with the Clerk of Tribal Court or the Clerk of the Court of Appeals shall be served upon each other party. Filing constitutes the certification of the party or the party's attorney that service has been properly made.

(b) Service shall be made upon a party's attorney, if any, or if the party is not represented by counsel upon the party.

(c) Service may be made personally or by first class mail. Service made by mail is complete upon mailing.

**SECTION 121.19 - FEES**

The Clerk of the Tribal Court shall collect the following fees:

(a) For filing of the notice of appeal, $500.00.

(b) For the preparation of a transcript, $2.50 per page, for the original, to be filed with the Court, and the first copy. Subsequent copies may be ordered for 50 cents per page. (c) The Tribal Court may order the waiver of the fees provided for in this section, upon the filing of a sufficient affidavit of indigency.

**Comment**

Fees are necessary to partially defray the costs of court operations and to discourage frivolous appeals. Fees should not however prevent an appellant who cannot afford them from filing an arguably meritorious appeal. Official Forms 2 and 3 prescribe the sub stance of a sufficient affidavit of indigency and an order waiving fees.

**SECTION 121.20 - PRACTICE BEFORE THE COURT OF APPEALS**

Any individual authorized to practice before the Tribal Court shall be authorized to practice before the Court of Appeals.

**SECTION 121.21 - MOTIONS BEFORE THE COURT OF APPEALS**

Any party to an appeal may file such motions as appear necessary, together with supporting briefs and affidavits, as appropriate. Such motions shall be filed with the Clerk of the Court of Appeals. All motions before the Court of Appeals shall be placed on a briefing schedule by the chief judge, who may order oral argument at his or her discretion.

**SECTION 121.22 - FRIVOLOUS APPEALS**

The Court of Appeals may in its discretion order a party, his or her attorney, or both, filing or pursuing a frivolous appeal, to pay the costs and reasonable attorney fees incurred by the other party or parties in responding to the appeal.

**Comment**

Law is developed by appeals cases which push against the limits of previously accepted doctrine. This section should not be lightly applied, or used in such a way that arguably meritorious appeals are discouraged. Frivolousness may be found, however, when an appeal is grounded neither on existing law nor on a good faith argument for extension, modification, or reversal of existing law.

# CHAPTER 122- SMALL CLAIMS PROCEDURE

**SECTION 122.1 – PURPOSE**

The purpose of this chapter is to establish simplified procedures for the resolution of disputes involving claims of $3,000.00 or less.

**SECTION 122.2 - AUTHORITY**

This chapter is adopted pursuant to Art. VI, sec. 1(q), of the Constitution of the Tribe.

**SECTION 122.3 - DEFINITIONS**

(a) "Clerk of Court" or "Clerk" means the Clerk of Tribal Court.
(b) "Tribal Court" means the court of the Tribe.
(c) "Tribe" means the Al'Maurii Khan Tribal Nation.

**SECTION 122.4 - RELATIONSHIP TO OTHER CHAPTERS**

The procedures set forth in this chapter are the exclusive procedures for litigation of claims as described in Section 122.5. Chapter 121 (Appeals) shall apply to proceedings under this chapter. Chapter 150-156 (Evidence) shall only apply as provided in Section 122.9. All provisions of chapters 101-120 not inconsistent with this chapter shall apply to proceedings under this chapter.

**SECTION 122.5 - APPLICABILITY OF CHAPTER**

(a) The procedures set forth in this chapter shall apply to all claims for $3,000.00 or less, or for property valued at $3,000.00 or less.

(b) If a counterclaim or cross complaint for more than $3,000.00 is filed which arises out of the same transaction or occurrence that is the subject of the original claim the entire action shall not proceed under this chapter but under chapters 101-120.

(c) If a counterclaim or cross complaint for more than $3,000.00 is filed which does not arise out the same transaction or occurrence that is the subject of the original claim the court shall dismiss without prejudice the counterclaim or cross complaint and the action shall proceed under this chapter.

(d) If a counterclaim or cross complaint for more than $3,000.00 is filed which the court, after hearing, finds may reasonably be valued at $3,000.00 or less, the action shall proceed under this chapter. Any finding made under this subparagraph shall not preclude a verdict on the merits of the counterclaim or cross complaint exceeding $3,000.00.

**SECTION 122.6 - STARTING AN ACTION**

(a) An action under this chapter is commenced by the filing of a summons and complaint as prescribed by this section.
(b) The summons and complaint shall be a single document setting forth the following:
(1) The names and addresses of the parties.
(2) The case number assigned by the Clerk of Court.
(3) A command to the defendant to appear at tribal court at a date, time and place specified.
(4) A brief statement, including approximate date and place, of the transaction or occurrence giving rise to the action.
(5) The relief requested.
(6) A statement that failure to appear may result in a judgment taken against defendant for the relief requested, plus costs and attorney fees.
(7) The dated signature of the Clerk of Court and of the plaintiff or plaintiff's attorney. (c) The Clerk of Court shall make available forms of the summons and complaint. (d) The return date specified under sec. 122.6(b)(3) shall be no less than eight days and no more than 45 days from

the date of issuance of the summons and complaint. Service, if by mail, shall be made no less than eight days prior to the return date. Service, if personal, shall be made no less than five days prior to the return date.

(e) The Clerk of Court may not accept for filing any summons and complaint that does not bear the dated signature of the plaintiff or plaintiff's attorney, or that is not accompanied by the filing fee and, if applicable, the mailing fee, as required by sec. 122.12.

**SECTION 122.7 - SERVICE OF THE SUMMONS AND COMPLAINT**

Service of the summons and complaint may be by the following methods: (a) Personal Service. The plaintiff may cause personal service to be made upon the defendant by hand delivery to the defendant in person or to any person of apparent normal understanding no less than 16 years old residing within the residence of the defendant. Any person over eighteen years of age, not a party to the action, may make personal service. In the case of personal service, an affidavit of service shall be returned to the Clerk of court and shall constitute proof of service.

(b) Service by Certified Mail. A plaintiff may request the Clerk of Court to make service by certified mail, in which case the Clerk of Court shall mail a copy of the summons and complaint to each defendant. Mail shall be certified, return receipt requested, return requested if not claimed within five days. The Clerk shall charge the plaintiff the fees provided by sec. 122.12 for service by certified mail, receipt requested, return postage guaranteed. Service by mail shall be complete upon mailing unless the envelope enclosing the summons and complaint is returned unopened by the post office to the Clerk of Court prior to the return date.

(c) If service cannot reasonably be made under subparagraphs (a) or (b), service by publication pursuant to section 111.3 may be made.

**SECTION 122.8 - ANSWERS, COUNTERCLAIMS, AND CROSS-COMPLAINTS**

(a) All parties shall appear on the return date specified in the summons and complaint. All answers, counterclaims and cross complaints may be made orally or in writing. If made in writing, any such pleading shall be filed with the Clerk of Court with copies served on all parties.

(b) Written pleadings shall not substitute for personal appearance or appearance by attorney on the return date. Failure of any party to appear may result in judgment as provided in Section 122.10.

(c) Upon the return date, the court shall determine whether the defendant wishes to make a defense to the complaint. If the defendant does not wish to make a defense or raise a counterclaim, judgment may be entered in favor of the plaintiff. If the defendant does wish to make a defense, the court shall determine whether the parties wish to settle their differences without trial. If such settlement is made, the court shall enter judgment, or dismiss the complaint, as called for by the settlement. If the parties do not make such settlement a trial date shall be set. Trial may be had on the returned ate if all parties and the court consent.

(d) Any party may request a substitution of judge for cause by making such request at the hearing on the return date.

(e) The court may in its discretion adjourn the return date as the interests of justice require.

**SECTION 122.9 - TRIAL**

(a) All trials under this chapter shall be to the court without a jury.

(b) A trial under this chapter shall be conducted informally, with each party being allowed to present evidence and argument and to examine witnesses to the extent reasonably required for full disclosure of the pertinent facts.

(c) Proceedings under this chapter shall not be governed by the rules of evidence except those related to privilege under chapter 152. The court shall admit all evidence having reasonable probative value but may exclude irrelevant or repetitious evidence or argument. An essential finding of fact may not be based on oral hearsay unless it would be admissible under chapter 155.
(d) The judge may question witnesses.
(e) The judge shall establish the order of proof and argument consistent with the fair and prompt resolution of the dispute.

**SECTION 122.10 - JUDGMENT**

(a) If plaintiff fails to appear on the return date or at trial, the court may dismiss the complaint. Dismissal shall be without prejudice unless a complaint filed by the plaintiff arising from the same transaction or occurrence has been dismissed on the same grounds once before.
(b) If the defendant fails to appear on the return date or at trial, the court may enter judgment for plaintiff upon due proof of facts which show the plaintiff is entitled to judgment.
(c) After trial, the court may give its decision orally immediately, or it may file written findings of fact, conclusions of law, and judgment, no later than 30 days following trial. (d) Judgment may be reopened at any time within one year of judgment in any case where service was by mail or publication, the defendant did not receive actual notice of the action and did not appear in the action or otherwise submit to the jurisdiction of the court, and the defendant petitions the court to reopen the judgment within 15 days of receiving actual notice of the action or judgment. Such petition shall be verified and shall state the facts upon which the petitioner bases the claim the reopen under this subparagraph. After hearing, the court may grant the petition to reopen, in which case a trial date shall be set.
(e) Default judgment may be reopened on all grounds other than failure of actual notice, by petition for good cause shown within six months of entry of judgment. (f) Judgment shall be entered by the Clerk within 20 days of the court's oral announcement or the court's filing of written findings, conclusions, and judgment. A notice of entry of judgment shall thereupon be prepared by the Clerk who shall mail a copy thereof to each party.

**SECTION 122.11 - DISCLOSURE OF ASSETS**

When a judgment for money damages is entered under this chapter, the court shall order that the judgment debtor execute, under penalty of contempt, within 15 days of the entry of judgment unless the judgment is satisfied sooner, a statement, on forms provided by the Clerk of Court, disclosing, as of the date of judgment, the debtor's name, residence address, employers and their addresses, frequency of pay periods and gross and net pay per period, any non-USA trust real property interests, cash on hand, financial institutions in which the debtor has any funds and the amount of funds in each institution, the names and addresses of all persons who hold any property belonging to the debtor or who owe any money or property to the debtor, and all items and property worth more than $100.00.

**SECTION 122.12 - FEES**

(a) Filing fee. For filing of a summons and complaint, the Clerk shall collect $100.00. (b) Mailing fee. For service by mail the Clerk shall collect $3.00 plus the actual cost of certified mail, return receipt requested, return postage guaranteed, for each defendant to be so served.

(c) In actions filed by the Tribe, no fee shall be required under subparagraph (a) and only the actual cost of mailing shall be required under subparagraph (b).
(d) In actions filed by an indigent person, whose indigency is established by the filing of a verified petition, no fee shall be required under subparagraph (a) and only the actual cost of mailing shall be required under subparagraph (b).

**SECTION 122.13 - COSTS RECOVERABLE**
(a) The prevailing party in an action under this chapter may recover the following costs, which shall be added to the judgment.
(1) All fees paid under sec. 122.12.
(2) Actual attorney fees not to exceed $150.00.
(3) Costs of Service.
(4) Witness fees and mileage.
(5) Post-judgment interest of 1«% per month.
(b) The prevailing party shall within ten days of the announcement of judgment file a certified statement of costs with the Clerk to be taxed to the other party. The other party shall have five days to object in writing to the taxation of the costs submitted. Any such conflict may be resolved by the court with or without hearing the court's discretion.

# CHAPTER 123A - CIVIL REMEDIAL MONEY PENALTIES.

**SECTION 123A.1**
Whenever any ordinance of the tribe shall provide for a civil remedial money penalty for the breach of such ordinance by any person, the tribe shall proceed against such person according to the procedure set forth in this subchapter. The provisions of the other chapters of the Tribal Court Code shall apply to proceedings instituted pursuant to this subchapter to the extent not inconsistent herewith. Unless an ordinance specified that a breach thereof shall subject the person breaching to a civil remedial money penalty. The other provisions of the Tribal Court Code shall apply.
**SECTION 123A.2**
Proceedings for the recovery of a civil remedial money penalty shall be instituted by the issuance of a citation by an enforcing officer. Whenever an enforcing officer has reasonable basis to believe that a person subject to tribal authority has committed a breach of a tribal ordinance which provides for a civil remedial money penalty, such officer shall issue a citation to such person, serve a copy of same as provided in Chapter 111 hereof, and file a copy with the tribal court. The issuance of a citation by an enforcing officer in connection with a breach of an ordinance is adequate process to give the tribal court jurisdiction over the person upon the filing with the court of such citation.
**SECTION 123A.3**
The citation shall contain a complaint, a case history, and a report of court action on the case. It must appear on the face of the citation that there is a reasonable basis to believe that a breach of an ordinance has been committed. The citation form shall provide the following:
(a) The name of the person to whom the citation was issued, together with the person's age and address, if available;
(b) The tribal permit or license number of the defendant, if applicable;
(c) The breach alleged, the time and place of occurrence, a statement that the defendant committed the breach, the ordinance provision charged, and a description of the breach in language which can be readily understood;

(d) The name and tribal department of the issuing officer;
(e) The maximum civil remedial money penalty for which the defendant might be found liable;
(f) A date, time and place for the tribal court appearance, and a notice to appear;
(g) Provision for a deposit and stipulation or default in lieu of court appearance; (h) Notice that if the defendant fails to appear at the time fixed in the citation, the defendant will be defaulted and judgment entered against him in an amount up to the maximum penalty;
(i) Notice that if the defendant makes a deposit and stipulation of default, judgment will be entered against him in the amount of the deposit; (j) Any other information.

**SECTION 123A.4**

A defendant to whom a citation is issued may make a deposit and stipulation of default in lieu of a court appearance at any time prior to the court appearance date. The amount of the deposit shall be determined by an enforcing officer, up to the maximum penalty set in the ordinance charged. By Signing the stipulation, the defendant consents to the entry of judgment against him for a penalty not to exceed the amount of the deposit. The person accepting the deposit and stipulation of default shall prepare a receipt showing the purpose for which the deposit was made and shall file the deposit and stipulation of default, together with a copy of the receipt, with the tribal court.

**SECTION 123A.5**

Upon return of the citation, the defendant shall enter a plea. If the defendant denies the allegations of the complaint a date for trial shall be set.

**SECTION 123A.6**

In all actions under this subchapter, the tribe shall have the burden of showing by a preponderance of the evidence that defendant breached the ordinance charged in the citation. The tribe shall not, however, be required to show that defendant intended to breach the ordinance charged.

**SECTION 123A.7**

If the defendant is found to have breached the ordinance charged, the tribal court shall enter judgment against the defendant and in favor of the tribe for a monetary amount not to exceed the maximum civil remedial money penalty provided for the breach, together with court costs, or in cases where a deposit and stipulation of default has been made by the defendant, for an amount up to the amount of the deposit. If the judgment is for an amount of the deposit, the balance shall be returned to the defendant.

**SECTION 123A.8**

All civil remedies are available in order to enforce the judgment of the tribal court, including the power of civil contempt. A judgment shall become a lien upon any available property of the defendant located within the Al'Maurii Khan Reservation or within the jurisdiction of the tribal court. When necessary, the tribe may bring suit in any court on the judgment against the defendant or property of the defendant located beyond the jurisdiction of the tribal court.

**SECTION 123A. 9**

Deposits and money paid on judgments rendered pursuant to this subchapter shall be tendered to the tribal Clerk of court. Within 20 days after judgment on a deposit or receipt of funds in payment of a judgment the tribal Clerk of Court shall tender such sums to the tribal treasurer, who shall place such sums in the general account of the tribe such disposition as the Tribal Council shall make.

**SUBCHAPTER 123 - B- CIVIL REMEDIAL FORFEITURE OF PROPERTY.**

**SECTION 123B.1**

Whenever any ordinance of the tribe shall provide for the civil remedial forfeiture of any property for breach of such ordinance by any person, the tribe shall proceed against the property according to the procedures set forth in this subchapter. The provisions of other chapters of the Tribal Court Code shall apply to proceedings instituted pursuant to this subchapter to the extent not inconsistent herewith.

**SECTION 123B.2**

Proceedings for civil remedial forfeiture of property shall be instituted by the filing of a complaint in rem against the property in tribal court by an enforcing officer. A complaint shall be filed whenever an enforcing officer has a reasonable basis to believe that a tribal ordinance has been breached and the property is forfeitable under the tribal ordinance.

**SECTION 123B.3**

It must appear on the face of the complaint that there is a reasonable basis to believe that tribal ordinance has been breached and the property is forfeitable under that ordinance.

The complaint shall contain:

(a) A description of the property against which proceedings are instituted;
(b) The ordinance provision allegedly breached;
(c) A description of the breach in language which can be readily understood;
(d) The name, address and other pertinent information about the owner of the property, if known, or a statement that the owner of the property is unknown; (e) A request for an order to seize the property; and
(f) The name and attestation of the complaining enforcing officer.

**SECTION 123B.4**

If the owner of the property is known, the summons, complaint and notice of hearing on an order to seize shall be served on the owner as provided in Chapter 111 hereof. If the owner of the property is unknown or cannot be located, service shall be made by posting in the central tribal office and the Tribal Rights Protection office and by publication once in a newspaper of general circulation in Local County. An affidavit of publication and posting shall be filed with the tribal court.

**SECTION 123B.5**

All property alleged to be subject to civil remedial forfeiture may be seized pursuant to an order to seize issued by the tribal court and held by the tribal court pending disposition of the complaint or until a bond has been posted with the tribal court. Property may be seized by an enforcing officer prior to filing a complaint and issuance of an order to seize if:

(a) A tribal ordinance authorizes the immediate seizure of the property; or
(b) The property seized presents a danger to persons, property or a natural resource of the Al'Maurii Khan Tribal Nation Reservation or lands; or
(c) An enforcing officer has a reasonable basis to believe that without immediate seizure the property will be removed from the jurisdiction of the tribe.

A receipt describing the property at the time of seizure, if such person is present.

**SECTION 123B.6**

The hearing on the order to seize shall be heard within 30 days of the filing of the complaint. The tribe shall use its best efforts to attempt to provide actual notice of the hearing to the owner of the property.

**SECTION 123B.7**

At the hearing on the order to seize the tribe shall have the burden of showing that there is a reasonable basis to believe that the property is subject to civil remedial forfeiture under the tribal

ordinance alleged and that the property is within the jurisdiction of the tribal court. The tribe may present evidence by testimony or affidavit. Any person alleging ownership of the property may appear and present argument and evidence by testimony or affidavit.

**SECTION 123B.8**

If after hearing the tribal court finds that there is a reasonable basis to believe that the property is subject to civil remedial forfeiture under the tribal ordinance alleged and that the property is within the jurisdiction of the court, it shall issue an order to seize directing the enforcing officer to seize the property and hold it pending disposition of the complaint. If the tribal court finds to the contrary, it shall dismiss the complaint and, if property was seized prior to the hearing, order the property released immediately.

**SECTION 123B.9**

An order to seize shall contain the following:

(a) A description of the property subject to the order;

(b) The date of filing of a property complaint for the forfeiture and the name and department of the complaining officer;

(c) A finding that the property is within the jurisdiction of the court;

(d) A finding that there is a reasonable basis to believe that the property is subject to a civil remedial forfeiture, a brief factual narration of the ground for finding, and citation to the ordinance allegedly breached;

(e) Notice of the date and place of trial;

(f) Notice that the property may be released by the posting of a property bond.

The order to seize shall be served as provided in Section 123B.4.

**SECTION 123B.10**

The enforcing officer shall make a reasonable effort prior to the hearing on the order to seize to ascertain whether a perfected security interest exists in the property, and if one exists shall give notice to the secured party of any hearing in the case and shall also give the secured party at least 15 days notice of the time and place of any sale conducted pursuant to Section 123B.13.

**SECTION 123B.11**

The person determined by the tribal court to be the lawful owner of the property seized may be allowed to post a bond in the amount of the value of the seized property as determined by the tribal court. When a proper bond has been posted with the court, the property shall be returned to the owner. The bond shall be available to be levied against if the owner does not return the property to the custody of the tribal court in proper condition or if the court determines after trial that the property should be forfeited.

**SECTION 123B.12**

At trial the tribe shall have the burden of showing by a preponderance of the evidence that the property is forfeitable under the ordinance charged. If the tribe fails to meet this burden, the tribal court shall dissolve the order to seize, enter judgment awarding title to the property to the owner, and order the immediate release of the property or discharge of the bond. If the tribe meets its burden, the court shall dissolve the order to seize, enter judgment awarding title to the property to the tribe, together with court costs, and place the property in the hands of the tribe for disposition or, if bond was posted, order the bond forfeited to the tribe.

**SECTION 123B.13**

Within 30 days after entry of a judgment forfeiting property to the tribe, the tribe shall sell the property at the highest obtainable price. The net proceeds of such sale, shall be remitted to the

tribal treasurer, who shall place such sums in the general account of the tribe for such disposition as the Tribal Council shall make. If there is a perfected security interest in the property forfeited, and the breach which occasioned the forfeiture was not committed with the knowledge, consent, or connivance of the secured party, but if a sufficient amount does not remain for such purpose after the other deductions, then the amount remaining shall be paid over.

**SECTION 123B.14**

Any perishable property seized pursuant to this subchapter may be sold by an enforcing officer at the highest available price and the proceeds of the sale shall be tendered into tribal court to await such disposition of the proceeds as the tribal court shall direct.

**SUBCHAPTER - C - MISCELLANEOUS PROVISIONS**

**SECTION 123C.1**

No person in a suit brought pursuant to this chapter shall be required to answer questions which would tend to show that such person breached the ordinance under which the suit was brought.

**SECTION 123C.2**

Any person who is concerned in the commission of a breach remediable under this chapter is a principal and may be adjudged to have committed the breach although such person did not directly commit it and although the person who did directly do so has not been subject to the remedial provisions of this chapter. A person is concerned in the commission of a breach if such person:

(a) Directly commits the breach;

(b) Aids and abets the commission of the breach; or

(c) Is party to a conspiracy with one or more others to commit the breach or advises, hires, counsels, or otherwise procures another to commit the breach.

**SECTION 123C.3**

The civil remedial forfeiture remedies governed by this chapter are not mutually exclusive, nor shall they be the sole and exclusive remedies of the tribe for breach of its ordinances. Nothing in this chapter shall restrict or curtail the right of the tribe to prosecute or seek the criminal prosecution of any defendant or owner or to institute a civil action for damages in any court against a defendant or owner.

In addition to the civil remedies provided in this chapter, the tribal court may order a defendant or owner to perform or refrain from performing such acts as may be necessary fully to protect the tribe, its members, its property, or its natural resources. The tribal court may order abatement of a nuisance, restoration of natural resource, or other appropriate action designed to eliminate or minimize damage caused by a defendant or owner. The tribal court may, where provided by ordinance, revoke or suspend any or all tribal permits, licenses or privileges.

# CHAPTER 124 - LANDLORD - TENANT RELATIONS

**SECTION 124.1 - PURPOSE**

The purpose of this chapter is to define the rights of landlords and tenants and to establish procedures for the enforcement of landlord and tenant rights and obligations.

**SECTION 124.2. - AUTHORITY**

This chapter is adopted pursuant to Art. VI, Sec. 1(q) of the Tribe's constitution.

**SECTION 124.3 - DEFINITIONS**

(a) "Lease" means a de jure agreement, whether oral or written, for transfer of possession of real property, or both real and personal property, for a definite period of time. A lease is for a

definite period of time if it has a fixed commencement date and a fixed expiration date or if the commencement and expiration can be ascertained by reference to some event such as completion of a building. An agreement for transfer of possession of only personal property is not a lease.

(b) "Periodic tenant" means a tenant who holds possession without a valid lease and pays rent on a periodic basis. It includes a day-to-day, week-to-week, month-to-month, yearto-year or other recurring interval of time, the period being determined by the intent of the parties under the circumstances, with the interval between rent-paying dates normally evidencing that intent.

(c) "Premises" mean the property covered by the lease, including not only the realty and fixtures, but also any personal property furnished with the realty.

(d) "Tenancy" includes a tenancy under a lease, a periodic tenancy or a tenancy at will. (e) "Tenant at will" means any tenant holding the permission of his landlord without a valid lease and under circumstances not involving periodic payment of rent; but a person holding possession of real property under a contract of purchase or an employment contract is not a tenant under this chapter.

(f) "Tribal Court" means the Tribe's Tribal Court.

(g) "Tribe" means the Al'Maurii Khan Tribal Nation.

(h) "Landlord" means a de jure owner of leased land and property appurtenant. Landlords must have aboriginal title or clear title originating from lawful transfer from a tribe (not any individual Indian or Moor). Only landlords having verifiable proof of ownership of leased / rented land or property may be protected under this code. Color of law titles and deeds shall not secure the benefits of protection under this chapter.

**SECTION 124.4 - RELATIONSHIP TO OTHER LAWS**

This chapter provides minimum rights, obligations, remedies, and procedures. Other rights, obligations, remedies and procedures may be provided by oral or written agreement of parties, or by applicable federal law. Proceedings under this chapter shall not be governed by Chapters 150 – 156 (Evidence) except as provided by Section 122.9.

**SECTION 124.5 REQUIREMENT OF WRITING FOR RENTAL AGREEMENTS AND TERMINATION**

(a) A lease for more than a year, or a contract to make such a lease or the assignment of any leasehold interest of more than a year, is not enforceable unless it is in writing and in addition sets forth the amount of rent or other consideration, the time of commencement and expiration of the lease and a reasonably definite description of the premises, or unless a writing signed by the landlord and the tenant sets forth the amount of rent or other consideration, the duration of the lease and a reasonably definite description of the premises and the commencement date is established by entry of the tenant into possession under the writing. Sections 124.6 and 124.8 govern as to matters within the scope of such sections and not provided for in such written lease or contract.

(b) Possession under unenforceable lease. If a tenant enters into possession under a lease for more than one year which does not meet the requirements of sub. (a), and the tenant pays rent on a periodic basis, he becomes a periodic tenant. Except for duration of the tenancy and matters within the scope of Section 124.6 and 124.8, the tenancy is governed by the terms and conditions agreed upon.

(c) Termination of written lease prior to normal expiration date. An agreement to terminate a tenancy more than one year prior to the expiration date specified in a valid written lease is not enforceable unless it is in writing signed by both parties. Any other agreement between the

landlord and tenant to terminate a lease prior to its normal expiration date or to termination a periodic tenancy or tenancy at will without the notice required by Section 124.12 may be either oral or written. Nothing herein prevents surrender by operation of law.

(d) Proof. In any case where a lease or agreement is not in writing signed by both parties but is enforceable under this section, the lease or agreement must be proved by clear and convincing evidence.

**SECTION 124.6. RIGHTS AND DUTIES OF LANDLORD AND TENANT IN ABSENCE OF WRITTEN AGREEMENT TO CONTRARY.**

(a) When section applicable. So far as applicable, this section governs the rights and duties of the landlord and tenant in the absence of any inconsistent provision in writing signed by both the landlord and the tenant. This section applies to any tenancy.

(b) Possession of tenant and access by landlord. Until the expiration date specified in the lease, or the termination of a periodic tenancy or tenancy at will, and so long as the tenant is not default, the tenant has the right to exclusive possession of the premises, except as hereafter provided.

The landlord may upon advance notice and at reasonable times inspect the premises, make repairs and show the premises to prospective tenants or purchasers; and if the tenant is absent from the premises and the landlord reasonably believes that the entry is necessary to preserve or protect the premises, the landlord may enter without notice and with such force as appears necessary.

(c) Use of premises, additions or alterations by tenant. The tenant can make no physical changes in the nature of the premises, including decorating, removing, altering or adding to the structures thereon, without prior consent of the landlord. The tenant cannot use the premises for any unlawful purpose nor in such a manner as to interfere unreasonably with use by another occupant of the same building or group of buildings.

(d) Tenant's Fixtures. At the termination of the tenancy, the tenant may remove any fixtures installed by him if he either restores the premises to their condition prior to the installation or pays to the landlord the cost of such restoration. Where such fixtures were installed to replace similar fixtures which were part of the premises at the time of the commencement of the tenancy, and the original fixtures cannot be restored the tenant may remove fixtures installed by him only if he replaces them with fixtures at least comparable in condition and value to the original fixtures. The tenant's right to remove fixtures is not lost by an extension or renewal of a lease without reservation of such right to remove. This subsection applies to any fixtures added by the tenant for his convenience as well as those added for purposes of trade, agriculture or business; but this subsection does not govern the rights of parties other than the landlord and tenant.

(e) Storage or disposition of personalty left by tenant.

(1) If a tenant removes from the premises and leaves personal property of an apparent total value of less than $100, the landlord may:

(A) Store such personalty, with or without notice to the tenant, on or off the premises, with a lien on the personalty for actual cost of removal and storage or, if stored by the landlord, for the reasonable value of storage;

(B) Give the tenant notice, personally or by ordinary mail addressed to the tenant at his last-known address, of the landlord's intent to dispose of the personalty by sale or other appropriate means if the property is not repossessed by the tenant within 5 days of such personal service or 8 days of the date of mailing. If the tenant fails to repossess within the time specified, the landlord may proceed to dispose of such property by private or public sale or any other appropriate means.

The landlord may deduct from the proceeds of sale any costs of sale and any storage charges if he has first stored the personalty under sub d. A, and send the balance of the proceeds to the tenant by registered mail addressed to his last known address; if such proceeds are returned to the landlord and are not claimed within five months after the date on which they were mailed, the proceeds shall belong to the landlord.

(2) Rights of third persons. The landlord's lien and power to dispose as provided by this subsection apply to any property left on the premises by the tenant, whether owned by him or by others. Such lien has priority over any ownership or security interest and the power to dispose under this subsection applies notwithstanding rights of others existing under any claim of ownership or security interest. Notice of intended disposition need to be given only to the tenant. The tenant or any secured party shall have the right to redeem the property at any time before the landlord has disposed of it or entered into a contract for its disposition by payment of the landlord's charges for removal, storage, disposition, arranging for the sale and reasonable attorney's fees and legal expenses.

(3) Other procedure. The remedies of this subsection are not exclusive and shall not prevent the landlord from resorting to any other available judicial procedure.

**SECTION 124.7 - WATER HEATER THERMOSTAT SETTINGS**

A landlord of premises which are subject to a residential tenancy and served by water heater serving only that premises shall set the thermostat of that water heater at no higher than 125 degrees Fahrenheit before any new tenant occupies that premises or at the minimum setting of that water heater if the minimum setting is higher than 125 degrees Fahrenheit.

**SECTION 124.8 - REPAIRS, UNTENANTABILITY**

(a) Application of section. This section applies only to residential tenancies. An agreement to waive the requirements of this section is void. Nothing in this section is intended to affect rights and duties arising under other law.

(b) Duty of Landlord.

(1) Unless the repair was made necessary by the negligence or improper use of the premises by the tenant, the landlord is under a duty to:

(A) Keep in a reasonable state of repair portions of the premises over which he maintains control;

(B) Keep in a reasonable state of repair all equipment under his control necessary to supply services which he has expressly or implied agreed to furnish to the tenant, such as heat, water, elevator or air-conditioning. (C) Make all necessary structural repairs;

(D) Repair or replace any plumbing, electrical wiring, machinery or equipment furnished with the premises and no longer in reasonable working condition, except as provided in sub. (c)(2).

(E) Comply with applicable housing code.

(2) If the premises are part of a building, other parts of which are occupied by one or more other tenants, negligence or improper use by one tenant does not relieve the landlord from his duty as to the other tenants to make repairs as provided in par. (1). (3) If the premises are damaged by fire, water or other casualty, not the result of the negligence or intentional act of the landlord, this subsection is inapplicable and either sub. (2) or (d) governs.

(c) Duty of Tenant.

(1) If the premises are damaged by the negligence or improper use of the premises by the tenant, the tenant must repair the damage and restore the appearance of the premises by redecorating. However, the landlord may elect to undertake the repair or redecoration, and in such case the

tenant must reimburse the landlord for the reasonable cost thereof; the cost to the landlord is presumed reasonable unless proved otherwise by the tenant.

(2) The tenant is also under a duty to keep plumbing, electrical wiring, machinery and equipment furnished with the premises in reasonable working order if repair can be made at cost which is minor in relation to the rent.

(3) A tenant shall comply with an applicable housing code.

(d) Untenantability.

If the premises becomes untenantable because of damage by fire, water or other casualty or because of any condition hazardous to health, or if there is a substantial violation of sub. (b) materially affecting the health or safety of the tenant, the tenant may remove from the premises unless the landlord proceeds promptly to repair or rebuild or eliminate the health hazard or the substantial violation of sub. (b) materially affecting the health or safety of the tenant; or the tenant may remove if the inconvenience to the tenant by reason of the nature and period of repair, rebuilding or elimination would impose undue hardship on him. If the tenant remains in possession, rent abates to the extent the tenant is deprived of the full normal use of the premises. This section does not authorize rent to be withheld in full, if the tenant remains in possession. If the tenant justifiably moves out under this subsection, the tenant is not liable for rent after the premises become untenantable and the landlord must repay any rent paid in advance apportioned to the period after the premises become untenantable. This subsection is inapplicable if the damage or condition is caused by negligence or improper use by the tenant.

**SECTION 124.9 - TRANSFERABILITY; ASSIGNMENT OF INTEREST**

(a) Unless specifically permitted by a written lease, no interest in any tenancy may be transferred or assigned by any tenant to any one else, unless the landlord specifically consents.

(b) Effect of transfer on liability or transferor. In the absence of an express release or a contrary provision in the lease, transfer or consent to transfer does not relieve the transferring party of his contractual obligations under the lease, except in the special situation governed by Section 124.16(e).

(c) Covenants Which Apply to Transferee. All covenants and provisions in a lease which are not either expressly or by necessary implication personal to the original parties are enforceable by or against the successors in interest of any party to the lease. However, a successor in interest is liable in damages, or entitled to recover damages, only for a breach which occurs during the period when such successor holds his interest, unless he has by contract assumed greater liability; a personal representative may also recover damages for a breach for which his decedent could have recovered.

(d) Same Procedural Remedies. The remedies available between the original landlord and tenant are also available to or against any successor in interest to either party.

(e) Consent as Affecting Subsequent Transfers. If a lease restricts transfer, consent to a transfer or waiver of a breach of the restriction is not a consent or waiver as to any subsequent transfers.

**SECTION 124.10 - LIEN OF LANDLORD**

If any tenant abandons a premises while owing rent or other sums to the landlord, the landlord may seize any personalty left on the premises by the tenant and sell it, publicly or privately, and may retain such of the proceeds as are necessary to offset the sum due. The landlord shall send an overage by registered mail to the last known address of the tenant; if such proceeds are returned to the landlord and are not claimed within five months after the date on which they were mailed, the proceeds shall belong to the landlord.

**SECTION 124.11. REQUIREMENT THAT LANDLORD NOTIFY TENANT OF AUTOMATIC RENEWAL CLAUSE.**

A provision in a lease of residential property that the lease shall be automatically renewed or extended for a specified period unless the tenant or either party gives notice to the contrary prior to the end of the lease is not enforceable against the tenant unless the lessor, at least 15 days more than 30 days prior to the time specified for the giving of such notice to him, gives to the tenant written notice in the same manner as specified in Section 124.15 calling the attention of the tenant to the existence of the provision in the lease for automatic renewal or extension.

**SECTION 124.12. NOTICE TERMINATING TENANCY, NO FAULT BY EITHER PARTY.**

(a) Unless otherwise provided by written agreement of the parties, notice terminating tenancy by either the landlord or the tenant, where no fault by the recipient of the notice is alleged, shall be given as provided by this section.

(b) A tenancy at will may be terminated by notice, terminating the tenancy 28 days after the date of notice.

(c) A periodic tenancy may be terminated by notice with an effective date of termination to be determined as follows:

(1) If notice is given on the first day of a period, then the tenancy is terminated as of the last of a period, then the tenancy is terminated as of the last day of the same period.

(2) If notice is given on any day other than the first day of a period, then the tenancy is terminated as of the last day of the period immediately following the period in which notice is given.

(d) A lease that does not include an oral or written agreement as to notice terminating tenancy may be terminated by notice within an effective date of termination to be determined as follows:

(1) If notice is given on a date rent is due, then the tenancy is terminated 28 days after the date of notice.

(2) If notice given on any day other than a date rent is due, then the tenancy is terminated 28 days after the next date rent is due.

(e) If the periodicity of a tenancy, or the due date of rent, cannot be determined, tenancy may be terminated by notice terminating the tenancy 28 days after the date of notice. (f) In calculating the number of days notice, the day on which notice is given shall not be counted. All subsequent days, including weekends and holidays, shall be counted.

(g) Notice is considered given on the date specified in Section 124.13.

**SECTION 124.13. NOTICE TERMINATING TENANCY FOR FAILURE TO PAY RENT OR OTHER BREACH BY TENANT.**

(a) Failure to pay rent.

(1) Periodic tenancies of a period of one year or less; leases for one year less.

(A) If a tenant has failed to pay rent under a periodic tenancy of a week to week, monthto-month, or other period less than and including year-to-year, the landlord may terminate the tenancy if the landlord gives the tenant notice that tenant must pay rent or vacate the premises within ten days of the date of the notice, and if the tenant fails to pay accordingly.

(B) If notice has been given by a landlord to a tenant under sub. A, above, and tenant has paid rent or otherwise been permitted to remain in possession on the premises, and within one year of the notice again is in default on rent, the landlord may terminate the tenancy by giving tenant notice that tenant must vacate the premises within 14 days of the date of the notice.

(2) Leases for more than a year. If a tenant has failed to pay rent under a lease of more than a year, a landlord may terminate the tenancy as provided in, sub. 1, above, except that the time given to vacate the premises or pay rent under sub. 1(A) and the time given to vacate under sub. 1(B) shall be 30 days from the date notice is given.

(b) Default other than failure to pay rent.

(1) Periodic tenancies of a period of one year or less; leases for one year or less. (A) If a tenant commits waste or a material violation of sec. 124.8(c) or breaches any covenant or condition of the rental agreement (other than for the payment of rent), the landlord may terminate the tenancy if the landlord gives the tenant notice that the tenant must remedy the breach or vacate the premises within ten days of the notice, and if the tenant fails to remedy the breach.

(B) A tenant is deemed to be complying with a notice under sub. A, above if promptly upon receipt of such notice he takes reasonable steps to remedy the default and proceeds with reasonable diligence, or if damages are adequate protection for the landlord and the tenant makes a bonafide and reasonable offer to pay the landlord all damages for his breach.

(C) If within one year from the giving of notice under sub. A, above, the tenant again commits waste or breaches the same or any other covenant or condition of his lease (other than for payment of rent), his tenancy is terminated if the landlord, prior to the tenant's remedying the waste or breach, gives the tenant notice to vacate on or before a date at least 14 days after the giving of the notice.

(2) Leases for more than a year. If a tenant commits waste, or a material violation of Section 124.8(c), or breaches any covenant or condition of the rental agreement (other than for the payment of rent) the landlord may terminate the tenancy as provided in sub. 1, above, except that the time given to remedy the breach or vacate under sub. 1(A), and the time given to vacate under sub. 1(c), shall be 30 days.

**SECTION 124.14. REMOVAL OF TENANT ON TERMINATION OF TENANCY.**

If a tenant remains in possession without consent of the landlord after termination of his tenancy, the landlord may in every case proceed in any manner permitted by law to remove the tenant and recover damages for such holding over.

**SECTION 124.15. MANNER OF GIVING NOTICE.**

(a) Notice must be in writing, formal or informal, and substantially inform the other party to the landlord-tenant relation of the intent to terminate the tenancy and the date of termination. A notice is not invalid because of errors in the notice which do not mislead, including omission of the name of one of several landlords or tenants.

(b) Notice terminating a tenancy may be given in any of the following manners.

(1) By giving a copy of the notice personally to the other party, or by leaving a copy at the party's usual place of abode in the presence of some competent member of the family at least 14 years of age, who is informed of the contents of the notice. Notice is given under this subsection on the day the notice is given or left.

(2) By leaving a copy with any competent person apparently in charge of or occupying the tenants rented premises, or the landlord's place of business, and by mailing a copy to the party at the party's last known address. Notice is given under this subsection on the day the notice is given or left.

(3) By mailing a copy the registered or certified mail to the party's last known address. Notice is given under this subsection 3 days after it is mailed.

(c) Any notice to a landlord may be given to the landlord or to a person who has been managing the property or receiving rent as the landlord's agent.
(d) Any notice to a corporation, partnership, or other business association, may be given to any corporate director, general partner, manager, or agent who has made or received rental payments on behalf of the party.
(e) If notice is not properly given under this section but is actually received by the other party, the notice is deemed to be properly given, but the burden is on the party alleging actual receipt to prove that fact by clear and convincing evidence. Notice is given under this subsection on the day it is actually received.
(f) If a tenant vacates the premises without giving notice to the landlord, notice is deemed to have been given to the landlord as of the date of the tenant's vacation of the premises or, if such date cannot be ascertained, the date landlord had actual notice of the vacation.

**SECTION 124.16. EFFECT OF HOLDING OVER AFTER EXPIRATION OF LEASE; REMOVAL OF TENANT.**

(a) Removal and recovery of damages.
If a tenant holds over after expiration of a lease, the landlord may in every proceed in any manner permitted by law to remove the tenant and recover damages for such holding over.
(b) Creation of periodic tenancy by holding over.
(1) Nonresidential leases for a year or longer. If premises leased for a year or longer primarily for other than private residential purposes, and the tenant hold over after expiration of the lease, the landlord may elect to hold the tenant on a month-to-month basis; but if such lease provides for a weekly or daily rent, the landlord may hold the tenant only on the periodic basis on which rent is computed.
(2) All other leases. If premises are leased for less than a year for any use, or if leased for any period primarily for private residential purposes, and the tenant holds over after expiration of the lease, the landlord may elect to hold the tenant on a month-to-month basis; but if such lease provides for a weekly or daily rent, the landlord may hold the tenant only on the periodic basis on which rent is computed.
(3) When election takes place. Acceptance of rent for any period after expiration of a lease, the landlord may elect to hold the tenant on a month-to-month basis; but if such lease provides for a weekly or daily rent, the landlord may hold the tenant for a weekly or daily rent, the landlord may hold the tenant only on the periodic basis on which rent is computed.
(c) Terms of tenancy created by holding over. A periodic tenancy arising under this section is upon the same terms and conditions as those of the original lease except that any right of the tenant to renew or extend the lease, or to purchase the premises, or any restriction on the power of the landlord to sell without first offering to sell the premises to the tenant, does not carry over to such a tenancy.
(d) Effect of contrary agreement. This section governs except as the parties agree otherwise either by the terms of the lease itself or by an agreement at any subsequent time.
(e) Holdover by assignee or subtenant. If an assignee or subtenant holds over after the expiration of the lease, the landlord may either elect to:
(1) Hold the assignee or subtenant or, if he or she participated in the holding over, the original tenant as a periodic tenant under sub. (b); or

(2) Remove any person in possession and recover damages from the assignee or subtenant or, if the landlord has not been accepting rent directly from the assignee or subtenant, from the original tenant.

(f) Notice terminating a tenancy created by holding over. Any tenancy created pursuant to this section is terminable under Section. 124.12.

**SECTION 124.17. DAMAGES FOR FAILURE OF TENANT TO VACATE AT END OF LEASE OR AFTER NOTICE.**

If a tenant remains in possession without consent of his landlord after expiration of a lease or termination of a tenancy by notice given either landlord or the tenant, or after termination by valid agreement of the parties, the landlord may recover from the tenant damages suffered by the landlord because of the failure of the tenant to vacate within the time required. In absence of proof of greater damages, the landlord may recover as minimum damages twice the rental value apportioned on a daily basis for the time the tenant remains in possession. As used in this section, rental value means the amount for which the premises might reasonably have been rented, but not less than the amount actually paid or payable by the tenant for the prior rental period, and includes the money equivalent of any obligations undertaken by the tenant as part of the rental agreement, such as payment of taxes, insurance and repairs.

**SECTION 124.18. RECOVERY OF RENT AND DAMAGES BY LANDLORD; MITIGATION.**

(a) Scope of section. If a tenant unjustifiably removes from the premises prior to the effective date for termination of his tenancy and defaults in payment of rent, or if the tenant is removed for failure to pay rent or any other breach of a lease, the landlord can recover rent and damages except amounts which he could mitigate in accordance with this section, unless he has expressly agreed to accept a surrender of the premises and end the tenant's liability. Except as the context may indicate otherwise, this section applies to the liability of a tenant under a lease, a periodic tenant, or an assignee of either.

(b) Measure of recovery. In any claim against a tenant for rent and damages, or for either, the amount of recovery is reduced by the net rent obtainable by reasonable efforts to rerent the premises. Reasonable efforts mean those steps which the landlord would have taken to rent the premises if they had been vacated in due course, provided that such steps are in accordance with local rental practice for similar properties. In the absence of proof that greater net rent is obtainable by reasonable efforts to re-rent the premises, the tenant is credited with rent actually received under a re-rental agreement minus expenses incurred as a reasonable incident of acts under sub. (d), including a fair proportion of any cost of remodeling or other capital improvements. In any case the landlord can recover, in addition to rent other elements of damage, all reasonable expenses of listing and advertising incurred in re-renting and attempting to re-rent (except as taken into account in computing the net rent under preceding sentence). If the landlord has used the premises as part of reasonable efforts to re-rent, under sub.(4)(c), the tenant is credited with the reasonable value of the use of the premises, which is presumed to be equal to the rent recoverable from the defendant unless the landlord proves otherwise. If the landlord has other similar premises for rent and receives an offer from a prospective tenant not obtained by the defendant, it is reasonable for the landlord to rent the other premises for his own account in preference to those vacated by the defaulting tenant.

(c) Burden of proof. The landlord must allege and prove that he has made efforts to comply with this section. The tenant has the burden of proving that the efforts of the landlord were not

reasonable, that the landlord's refusal of any offer to rent the premises or a part thereof was not reasonable, that any terms and conditions upon which the landlord has in fact re-rented were not reasonable, and that any temporary use by the landlord was not part of reasonable efforts to mitigate in accordance with sub. (d)(3); the tenant also has the burden of proving the amount that could have been obtained by reasonable efforts to mitigate by re-renting.

(d) Acts privileged in mitigation of rent or damages. The following acts by the landlord do not defeat his right to recover rent and damages and do not constitute an acceptance of surrender of the premises:

(1) Entry, with or without notice, for the purpose of inspecting, preserving, repairing, remodeling and showing the premises;

(2) Re-renting the premises or a part thereof, with or without notice, with rent applied against the damages caused by the original tenant and in reduction of rent accruing under the original lease;

(3) Use of the premises by the landlord until such time as re-renting at a reasonable rent is practical, not to exceed one year, if the landlord gives prompt written notice to the tenant that the landlord is using the premises pursuant to this section and that he will credit the tenant with the reasonable value of the use of the premises to the landlord for such a period;

(4) Any other act which is reasonably subject to interpretation as being in mitigation of rent or damages and which does not unequivocally demonstrate an intent to release the defaulting tenant.

**SECTION 124.19 - RETALIATORY CONDUCT IN RESIDENTIAL TENANCIES PROHIBITED**

(a) Except as provided in sub. (b), a landlord in a residential tenancy may not increase rent, decrease services, bring an action for possession of the premises, refuse to renew a lease or threaten any of the foregoing, if there is a preponderance of evidence that the action or inaction would not occur but for the landlord's retaliation against the tenant for doing any of the following:

(1) Making a good faith complaint about a defect in the premises to an elected public official or a local housing code enforcement agency.

(2) Complaining to the landlord about a violation of Section 124.8 or a local housing code applicable to the premises.

(3) Exercising a legal right relating to residential tenancies.

(b) Notwithstanding sub. (a), a landlord may bring an action for possession of the premises if the tenant has not paid rent other than a rent increase prohibited by sub. (a). (c) This section does not apply to complaints made about defects in the premises caused by the negligence or improper use of the tenant who is affected by the action or inaction.

**SECTION 124.20 - EVICTION ACTIONS - COMMENCEMENT**

(a) An eviction action is commenced by the filing of a summons and complaint. The summons and complaint shall conform to the requirements of Section 122.6. In addition to the requirements of Section 122.6, the complaint shall allege the type of tenancy to be terminated, the breach, and the date of notice to vacate given by the landlord. The landlord may join in the eviction action other claims arising out of the tenancy. If the landlord joins a claim for lost rent, the landlord must allege that an attempt at mitigation was undertaken.

(b) The Clerk of Court shall make available forms of the summons and complaint. (c) The requirements for return dates and service shall be as provided under Section 122(d) and (e).

**SECTION 124.21 - SERVICE OF SUMMONS AND COMPLAINT**

(a) Service shall be made upon defendant pursuant to Section 122.7.

(b) When the defendant has been served pursuant to Section 122.7 and does not waive lack of personal jurisdiction as a defense, service may be made as follows:

(1) If the summons is returned more than 7 days prior to the return date with proof that the defendant cannot be served under Section 122.7(1), the plaintiff may, at least 7 days prior to the return date, affix a copy of the summons and complaint onto some part of the premises where it may be conveniently read. At least 5 days prior to the return date an additional copy of the summons and complaint shall also be mailed to the defendant at the last-known address, even if it is the premises which are the subject of the action.

(2) In all other cases where the summons and complaint are returned with proof that the defendant cannot be served under Section 122.7, the court shall, on the return date, adjourn the case to a day certain not less than 7 days from the return date, and the plaintiff shall affix a notice in substantial conformity with sub. (c) onto some part of the premises where it may be conveniently read.

At least 5 days prior to the return date, an additional copy of said notice, together with a copy of the summons and complaint, shall be mailed to the defendant at the last-known address, even if it is the premises which are the subject of the action.

(3) Before judgment is entered after service is made under this section, the plaintiff shall file proof of compliance with this section.

(c) The notice required under sub. (b)(2), above, shall be substantially as follows:

IN THE DE JURE AL'MAURII KHAN NATION TRIBAL ADMINISTRATIVE COURT

Case No._____

Take notice that an eviction action has been commenced against you to recover the possession of the following described premises....., of which, I the plaintiff, am entitled to possession, but which you have unlawfully detained from me.

Unless you appear and defend on the _____ day of _____, _____, at _____ o'clock _____.m., in the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER, located at _____To be determined._____ Moorish Florida (republic) a judgment may be rendered against you for the restitution of said premises and for costs.

DATED:_____, _____ _____

Plaintiff or Plaintiff's Attorney

**SECTION 124.22 - ANSWERS, COUNTERCLAIMS, AND CROSS-COMPLAINTS**

All pleadings in response to the summons and complaint shall be made as provided in Section 122.8.

**SECTION 124.23 - TRIAL**

Trials under this chapter shall be conducted as provided in Section 122.9.

**SECTION 124.24 - JUDGMENT; WRIT OF RESTITUTION**

(a) Judgment. If the court finds that the plaintiff is entitled to possession of the premises, the order for judgment shall be for the restitution of the premises to the plaintiff and if an additional cause of action is joined under Section 124.20 and plaintiff prevails thereon, for such other relief as the court orders. Judgment shall be entered accordingly as provided in Section 122.10.

(b) Writ of restitution. At the time of ordering judgment for the restitution of premises, the court shall order that a writ of restitution be issued, and the writ may be delivered to any general law enforcement officer or other officer specifically empowered to carry out such writ.

(c) Stay of writ of restitution. At the time of ordering judgment, upon application of the defendant with notice to the plaintiff, the court may in cases where it determines hardship to exist, stay the issuance of the writ by a period not to exceed 30 days from the date of the order for judgment. Any such stay shall be conditioned upon the defendant paying all rent or other charges due and unpaid at the entry of judgment and upon the defendant paying the reasonable value of the occupancy of the premises, including reasonable charges, during the period of the stay upon such terms and at such times as the court directs. The court may further require the defendant, as a condition of such stay, to give a bond in such amount and with such sureties as the court directs, conditioned upon the defendant's faithful performance of the conditions of the stay. Upon the failure of the defendant to perform any of the conditions of stay, the plaintiff may file an affidavit executed by the plaintiff or attorney, stating the facts of such default, and the writ of restitution may forthwith be issued.

(d) Writ of restitution; form and contents. The writ of restitution shall be in the name of the court, sealed with its seal, signed by its clerk, directed to any authorized law enforcement officer and in substantially the following form:

IN THE DE JURE AL'MAURII KHAN NATION TRIBAL ADMINISTRATIVE COURT
THE AL'MAURII KHAN TRIBE To any law enforcement officer:
The plaintiff,_____, of _____ recovered a judgment against the defendant, _____ of _____, in an eviction action in the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER, on the _____day of_____, _____, to have restitution of the following described premises: _____ (description as in complaint), located on the Al'Maurii Khan Tribal lands, near Osceola County, Moorish Florida.
YOU ARE HEREBY COMMANDED To immediately remove the defendant, _____, from the said premises and to restore the plaintiff, _____, to the possession thereof. You are further commanded to remove from said premises all personal property not the property of the plaintiff, and to store and dispose of the same according to law, and to make due return of this writ within ten days.
Witness the Honorable_____, Judge of the Al'Maurii Khan Tribal Court this _____ day of_____, _____.

**SECTION 124.25 - APPEAL**

Appeals may be taken only as provided under Chapter 121, except that notice of appeal under Section 121.9 must be filed within 15 days of the entry of judgment or order for writ of restitution appealed from. No stay of the judgment or writ of restitution may be granted to the defendant under Section 121.10(d) unless security for all rents, costs, and fees due, and all rent to be due during the pendency of the appeal is provided upon terms acceptable to the court.

**SECTION 124.26 - EXECUTION OF WRIT OF RESTITUTION**

(a) All writs executed by a county sheriff shall be performed pursuant to local (county) rules or ordinances.

(b) In all writs executed by an officer action under tribal authority the officer shall:

(1) (A) Remove from the premises described in the writ the person of the defendant and all other persons found upon the premises claiming under the defendant, using such reasonable force as is necessary.

(B) Remove from the premises described in the writ, using such reasonable force as may be necessary, all personal property found therein not the property of the plaintiff. (C) Exercise ordinary care in the removal of all persons and property from the premises and in the handling and storage of all property removed therefrom.

(2) In accomplishing the removal of property from the premises described in the writ, the officer is authorized to engage the services of a mover or trucker.

(A) Except as provided in par. (B), the property removed from such premises shall be taken to some place of safekeeping within the county selected by the officer. Within 3 days of the removal of the goods, the officer shall mail a notice to the defendant as specified in sub. (3) stating the place where the goods are kept and shall deliver to the defendant any receipt or other document required to obtain possession of the goods. Warehouse or other similar receipts issued with respect to goods stored by the officer under this subsection shall be taken in the name of the defendant. All expenses incurred for storage and other like charges after delivery by the officer to a place of safekeeping shall be the responsibility of the defendant, and any person accepting goods from the officer for storage under this subsection shall have all of the rights and remedies accorded by law against the defendant personally and against the property stored for the collection of such charges. Risk of damages to or loss of such property shall be borne by the defendant after delivery by the officer to the place of safekeeping.

(B) When, in the exercise of ordinary care, the officer determines that property removed from premises described in the writ is without monetary value, he may deliver or cause the same to be delivered to some appropriate place established for the collection, storage and disposal of refuse. In such case he shall notify the defendant as specified in sub. (3) of the place to which the goods have been delivered within 3 days of the removal of the goods. The exercise of ordinary care by the officer under this subsection does not include searching apparently valueless property for hidden or secreted articles of value.

(3) Manner of giving notice to defendant. All notices required by sub. (2) to be given to the defendant by the officer shall be in writing and shall be personally served upon the defendant or mailed to the defendant at the last-known address, even if such address be the premises which are the subject of the eviction action.

(4) Return of writ; taxation of additional costs.

(A) Within 10 days of the receipt of the writ, the officer shall execute the writ and perform all of the duties required by this section and return the same to the court with the officer's statement of the expenses and charges incurred in the execution of the writ and paid by the plaintiff.

(B) Upon receipt of the returned writ and statement from the sheriff, the clerk shall tax and insert the judgment as prescribed by Section 122.13 the additional costs incurred by the plaintiff.

(5) Prior to executing a writ of restitution, the officer may require that the plaintiff deposit a reasonable sum representing the probable cost of removing defendant's property, based upon the reasonable removal and storage expenses of personal property and an officer's fee of $10.00 per hour spent on the execution of the writ.

**SECTION 124.27 - COSTS RECOVERABLE**

Costs shall be taxed and recovered as set forth in Section 122.13, plus fees charged to plaintiff by sheriff or other officer under Section 124.25(5).

**SECTION 124.28 - DISCLOSURE OF ASSETS**

In any eviction action in which a claim, counterclaim or cross claim for damages is included and upon which judgment is entered awarding damages, the requirements of Section 122.11 for disclosure of assets shall apply.

# CHAPTER 125 - CHILDREN'S CODE

**SECTION 125.01 - PURPOSE**

Children are the most important asset of the Al'Maurii Khan Tribe. In them lie the Tribe's future, and in their retention of Moorish culture lies the preservation of the Tribe's past. Their health, safety, and welfare are paramount to the Tribe. It is the policy of the Tribe to strengthen family structures, to prevent family breakups, and to foster conditions favorable to the growth, spirit, culture, and individuality of each child. A child without knowledge of the past is directionless in the path forward; a child without a nurturing present is denied the strengths that lead to the future. It is the Tribe's policy to favor preventive action over belated reaction, mediation over confrontation, counseling over lecturing, conciliation over punishment - but in all decisions made under this code the welfare of the child shall be the ultimate touchstone.

**SECTION 125.02 - AUTHORITY**

This chapter is created under art. VI, sec. (1), Al'Maurii Khan Constitution.

**SECTION 125.03 - CONSTRUCTION**

(a) This Chapter shall be liberally construed to effect the purposes stated in Section. 125.01.

(b) This chapter shall be interpreted to comport with the customs and traditions of the Al'Maurii Khan Tribal Nation. If the customs and traditions of the Al'Maurii Khan Tribe are inconclusive in any matter, federal law and law of the State may be used for guidance. (c) Except as inconsistent with any provision of this chapter, the provisions of chapters 101 through 123 shall apply to any proceeding initiated hereunder.

**SECTION 125.04 - CHILDREN'S COURT**

(a) There is hereby established a Al'Maurii Khan Children's Court exercising jurisdiction pursuant to this chapter.

(b) The chief judge and any associate judges of the Al'Maurii Khan Tribal Court shall serve as judges of the Children's Court.

(c) All proceedings in Children's Court shall be designated as "In the interest of _____, a child."

(d) In the event that a proceeding is transferred to the Children's Court from any other court, the Children's Court may require conformity with the substantive and procedural law of the Tribe, and shall permit amendment of pleadings and other actions necessary to effect jurisdiction over the child and for conformity with this chapter.

(e) All records of the Children's Court shall be confidential. No person other than a party or a party's representative shall have access to court records, absent permission of the Children's Court.

**SECTION 125.045 - FULL FAITH AND CREDIT TO OTHER JURISDICTIONS**

(a) The Children's Court, Child Welfare Coordinator and other officials of the Al'Maurii Khan tribal government shall grant the public acts, records and judicial proceedings of other entities applicable to Indian child welfare proceedings full faith and credit to the same extent such entities give full faith and credit to the public acts, records and judicial proceedings of the Tribe.

(b) Without limitation to subsection (a) above, the Children's Court may, upon petition, accept a case originally brought in another court. Cases not accepted by the Children's Court within 60 days of the entry of the order transferring the case shall be deemed a declination of the case. The Children's Court may decline or waive jurisdiction over a child at any time and may grant hearings upon a motion to decline or waive jurisdiction.

(c) Upon entry of the order transferring the case, dispositional orders in effect when the case was transferred to the Children's Court shall have the same effect as if they had issued from the Children's Court, regardless of whether the Children's Court would in fact have had the power to make the order. Regardless of the law of other jurisdictions, the Children's Court may modify, extend, suspend or terminate any order issued in a transferred judicial proceeding pursuant to Section 125.18 of this Chapter.

(d) Nothing in this section shall be construed to conflict with subsection 124.04(d) of this Chapter.

**SECTION 125.05 - JURISDICTION**

(a) The Children's Court shall have jurisdiction over a child upon a petition filed by any person with an interest in the child alleging that the child is a child in need of care because one or more of the following conditions exist:

(1) The child is the victim of or in danger of physical or emotional harm by other than accidental means, except that any child who is or may be the victim of sexual abuse or exploitation may be referred to appropriate state or county agencies or services.
(2) The child is or may be deprived of necessary custodial, medical, or other care for reasons other than poverty.
(3) The child has been abandoned by identified or unidentified parents, unless provision for necessary custodial, medical, and other care has been satisfactorily arranged and maintained.
(4) The child is habitually truant from home and either the child or parent, guardian or relative in whose home the child resides signs the petition requesting jurisdiction.
(5) The child is habitually truant from school, and the school attendance officer attests that the activities required under the applicable law in the jurisdiction if not in Florida, have been completed.
(6) The child's parent, court-appointed guardian, or custodian signs a petition alleging that he or she is unable to provide necessary custodial care or make appropriate provision for the child's special custodial, medical or other specified needs after consultation with the Child Welfare Coordinator.
(7) The child's parent has failed to maintain an appropriate parental role or has failed to maintain significant contact with the child for a period of one year.
(8) The child is under 12 years of age and has violated tribal, state, or federal law.
(9) The child has been placed for care or adoption in violation of law.
(10) The child is without a parent, guardian, or the like..
(11) The child is receiving inadequate care during the period of time a parent is missing, incarcerated, hospitalized, or institutionalized.
(12) The child is suffering from alcohol or other drug abuse, for which the parent is unwilling or unable to provide appropriate treatment.
(13) The child has not received immunizations as required by law.

(b) In addition to jurisdiction granted by other sections of this Chapter, the Children's Court shall have jurisdiction to:

(1) Order a law enforcement officer or the child welfare coordinator to take a child into custody pursuant to Section 125.10(b) and conduct other proceedings called for in Sections 125.10 to 125.13 inclusive.
(2) Terminate the parental rights of a parent of a child pursuant to Section 125.21.
(3) Appoint a guardian for a child pursuant to Section 125.22.
(4) Enter an order of adoption resetting the parental relations of a child pursuant to Section 125.23.
(5) Conduct any other proceedings not contrary to express tribal law necessary to exercise delegated and inherent authority held by the tribe to protect child members of the tribe and children eligible for tribal membership.

(c)(1) In addition to jurisdiction granted by other sections of this Chapter, the Children's Court shall have jurisdiction over persons 18 years or older alleged to have contributed to, encouraged, or tended to cause, by act or omission, a condition of a child as described in Section 125.05(a).

(c)(2)(i) The Children's Court may make orders with respect to any person 18 years or older who has contributed to, encouraged, or tended to cause, by any act or omission, a child to be a child in need of care, whether or not the child is actually adjudicated a child in need of care, if the natural and probable consequences of the act or failure to act would be to cause the child to be a child in need of care.

(c)(2)(ii) No order with respect to any person 18 years or older may be entered until the person is given an opportunity to be heard upon the allegation against him or her. Such person shall be served no less than ten day prior to a hearing under this subsection with written notice of the time, place, and purpose of the hearing. Any such person who fails to comply with any order issued by the Children's Court under this subsection may be proceeded against for contempt of court.

(d) The Children's Court shall have continuing jurisdiction, subject to Section 125.13 and 125.16(h), over a child who is determined to be subject to this chapter and shall have the power to modify or dismiss previous orders, expunge the child's records, or consider petitions based on new evidence concerning the child.

(e) The child welfare coordinator is an officer of the Children's Court and has the authority to receive referrals, investigate reports, ascertain whether a child is probably subject to this chapter, take a child into emergency custody to protect the child's safety or welfare, file petitions, represent the Tribe in matters before the Children's Court, enter into consensus dispositions on behalf of the Tribe, and to report as required by the Court on the conditions of a child who is subject to this chapter.

(f) Whenever an order rendered under this chapter conflicts with a custody, physical placement, or other family court order rendered by any court, the order under this chapter shall take precedence. Nothing in this chapter shall be construed to limit the power of the Court to have jurisdiction over a child under other sections of this Code or other law.

**SECTION 125.055 - WAIVER OF JURISDICTION ON PROTEST OF CHILD'S TRIBE**

When a petition is filed regarding an Indian child who is domiciled on Indian territory or land but who is not a member of or eligible for membership in the Al'Maurii Khan Tribal Nation, the party filing the petition shall notify the child's tribe, or any tribe(s) in which the child is eligible for membership. Any party filing any document in the case shall serve the child's tribe(s) with the document. If a child's tribe objects to the jurisdiction of the Al'Maurii Khan Tribal Court prior to the entry of a final judgment in the case, the Court shall waive jurisdiction over the child. Such a child shall be deemed an ineligible child subject to section 125.24.

**SECTION 125.06 - DEFINITIONS**

For purposes of the Code, the following definitions shall apply:

(a) "Child" shall mean a person under 18 years of age who is:

(1) A member of or is eligible for membership in the Al'Maurii Khan Tribal Nation, whether or not resident or domiciled on the Reservation, lands, or Indian Country and whether or not the subject of a child welfare proceeding in any court; or

(2) Any Indian child who is not a member of or eligible for membership in the Al'Maurii Khan Tribal Nation, but who is domiciled on the Al'Maurii Khan Tribal Nation lands or Reservation, provided that the child's parents or legal guardian consent to any jurisdiction exercised by the Al'Maurii Khan Tribal Nation, except that no child who is the subject of a proceeding in any other court shall be deemed a child subject to this chapter, unless such proceeding is properly transferred to the Children's Court.

(b) "Guardian" means a person appointed by any court to be guardian of a child's person. (c) "Custodian" means a person having care and custody of child under any arrangement with the child's parent or guardian or pursuant to order of court.

(d) "Extended family" shall include persons over 18 years of age who are a child's brother, sister, step-parent, grandparent, aunt, uncle, first cousin, niece, or nephew. (e) "Law enforcement officer" includes any tribal, state or county social worker, peace officer, military or other security official of any jurisdiction within the boundaries of Turtle Island – the Continental united States of North America [United States and Canada]

(f) "Child welfare coordinator" means the director of the Indian Child Welfare Office of the Al'Maurii Khan Tribal Nation or his or her designee.

(g) "Secure custody" means a locked facility approved by the child welfare coordinator and tribal attorney for the secure, temporary holding in custody of children.. (h) "Person with an interest in a child" means the child if 14 years of age or over, the child's parent, guardian, or a custodian, a member of the child's extended family, a law enforcement or conservation officer when jurisdiction under Section 124.05(a)(8) is alleged, and the child welfare coordinator.

(i) "Child welfare proceeding" has the meaning given to "child custody proceeding" in Title 23, United States Code 1903(1) (1992) and shall be defined to encompass all delegated and inherent power held by the Al'Maurii Khan tribal government applicable to child welfare proceedings.

**SECTION 125.07 - PRE-PETITION PROCEDURE**

(a) Any person may inform the child welfare coordinator of facts suggesting a child is in need of care, whereupon the child welfare coordinator shall investigate such facts and either file a petition or tell the complainant the reasons why not, provided that the child welfare coordinator shall not disclose any confidential information or any information which is not in the child's interest to disclose. If the child welfare coordinator decides to not file a petition under Section 125.14, he or she may attempt to obtain an Informal Resolution rather than declining all further proceedings.

(b) All Informal Resolutions shall be in writing, shall clearly state all of the obligations of each of the parties in such a way that their performance may be determined, shall include the effective period of the Resolution, shall bear the signatures of the child welfare coordinator, the child if over twelve years of age, and the parent or parents having legal custody or physical placement rights, and any guardian. All parties to an Informal Resolution shall receive a copy of it. (c) The existence of an Informal Resolution shall not preclude the filing of a petition under Section 125.14 if any

party fails to comply with the Resolution or if any new factor or newly discovered factor requires the filing of the petition for the protection of the child's best interests.

(d) Any Informal Resolution which includes an out-of-home placement shall be filed with the court the and shall be reviewed by the court within six months of its effective date, and thereafter within six months of each judicial review.

(e) At any time after the filing of a petition under Section 125.14 the parties may by stipulation resolve any matter, subject to the approval of the Court.

**SECTION 125.08 - PARTIES**

(a) In the absence of a court order to the contrary, parties to a Children's Court proceeding held in the interest of a child shall be the child, the Tribe by the child welfare coordinator, and the child's parents, guardians, and custodians. For the purpose of this chapter, persons who are parties to a Children's Court proceeding are deemed "affected persons." After a termination of parental rights, no parent whose rights have been terminated shall be entitled to notice of any further proceedings regarding the child, except as the court may deem appropriate.

(b) The Court shall, in all proceedings where a conflict exists among the parties, appoint a guardian ad litem to represent, for purposes of the proceeding, the interests of the child. Appointment shall be made upon filing of the petition, and shall only be of an adult whom the Court is satisfied is familiar with this chapter and with the procedures of the Court, and will sincerely and competently represent the child. The guardian ad litem shall be compensated at a rate set by order of the Children's Court.

(c) In all proceedings before the Court, the child welfare coordinator shall represent the interests of the Al'Maurii Khan Tribe. The child welfare coordinator may be represented by the tribal attorney or other attorney appointed by the Tribe to represent its interests before the Children's Court.

(d) Any party to a proceeding under this chapter may be represented by an attorney at the party's expense, provided the attorney is admitted to practice before the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER.

(e) Upon a showing of good cause, and if the best interests of the child so indicate, the Court may allow or invite persons other than affected persons entitled to notice under Section 125.08(a) to intervene and participate in any or all phases of the proceeding.

**SECTION 125.10 - TAKING A CHILD INTO CUSTODY**

(a) Any law enforcement officer, or the child welfare coordinator, may take a child into custody under circumstances in which the officer or coordinator reasonably believes:

(1) The child has run away from his or her parents, guardians, or custodians.

(2) The child is suffering from illness or injury or is in immediate danger from his or her surroundings and removal from these surroundings is necessary.

(3) The child will cause injury to self or another, or to the property of another, or be subject to injury by another.

(4) The child's parent, guardian, or custodian, is unavailable, unwilling, or unable to provide necessary supervision or care such that the child's safety or well-being is at imminent risk.

(5) The child will run away or be taken away so as to be unavailable for convenient further Children's Court proceedings.

(b) Any law enforcement officer or the child welfare coordinator shall take a child into custody upon written order of the Children's Court, which may be entered upon a verified petition showing that the welfare of the child demands the child's immediate removal from his or her present

placement or custody. A petition for an order to take a child into custody may only be filed by the child welfare coordinator.

(c) Any person taking a child into custody under this section shall immediately attempt to notify the parent, guardian or custodian by the most practical means, and shall continue to make such attempts until notification is made. Any law enforcement officer acting under this section shall also immediately attempt to notify the child welfare coordinator. If the child is physically transferred to the child welfare coordinator, the coordinator shall thereafter continue notification attempts until notification is made.

(d) If the person taking a child into custody, or the child welfare coordinator, believes the child to be in need of prompt medical diagnosis or treatment, that person shall deliver the child to a hospital or physician, for that purpose.

**SECTION 125.11 - RELEASE FROM CUSTODY**

(a) Any child taken into custody shall be released as soon as it is possible to do so, while protecting the child from the conditions causing the taking into custody.

(b) The person taking a child into custody, or the child welfare coordinator, shall attempt to immediately release the child to his or her parent, guardian, or custodian, unless such release is inconsistent with the child's best interests, or, if the parent, guardian, or custodian is unwilling or unable to receive such child, to a responsible adult, with suitable counsel, advice, or warning, in which case the name and address of the person to whom the child has been released shall be immediately given to the parent, guardian, or custodian, unless there is reason to believe the release of such information will endanger the child or the person to whom the child has been released. If the procedure given in Sections 125.12, 125.13 and 125.17(a) is not followed, the child's parent, guardian or custodian shall have a right to exercise custody and supervision over the child.

**SECTION 125.12 - HOLDING A CHILD IN CUSTODY**

(a) A child may be held in custody if the child welfare coordinator has probable cause to believe that any of the conditions enumerated in Section 125.10(a) or (b) exists.

(b) No child shall be held in secure custody unless the child consents to secure custody in order to protect him or her from an imminent physical threat from another, and such secure custody is ordered by the Children's Court.

(c) A child may be held in custody in any of the following places:

(1) The home of a parent or guardian.

(2) The home of a relative.

(3) The home of a custodian.

(4) The home of another responsible adult.

(5) A licensed foster home provided the placement does not violate the terms of the license.

(6) A licensed group home provided the placement does not violate the terms of the license.

(7) A nonsecure facility operated by a child welfare agency.

(8) A hospital or physician's office.

(9) A drug or alcohol treatment facility.

(d) The child welfare coordinator shall immediately notify the child's parent, guardian, or custodian that the child is in custody, the reasons for the custody, and the location of the child unless there is reason to believe that such information will present imminent danger to the child.

**SECTION 125.13 - HEARINGS FOR CHILD IN CUSTODY**

(a) For any child who has been taken into custody and not released under Section 125.11, a hearing shall be held to determine whether the criteria exist under Section 125.10 to 125.12 to continue

holding the child in custody. The hearing shall be held within 24 hours of the time the child is taken into custody, excluding Saturdays, Sundays, holiday, any time after 4:00 p.m. of the day preceding any such day, and any time before 9:00 a.m. of the day succeeding any such day. A petition under Section 125.14 shall be filed before or at the hearing. All reasonable steps shall be taken to notify the child's parents, guardian, and custodian of the hearing. If the parent, guardian, and custodian does not receive actual notice, he or she may request a rehearing by right if the child is still under the court's jurisdiction or the issue is not otherwise moot.

(b) If, within the time provided by Section 125.13(a), no hearing is held, or no petition is filed, the child shall be released from custody, unless the court finds either ex parte or at a post-deadline hearing that probable cause exists to believe that the child is in imminent danger to self or another, or that the child's parent, guardian, or custodian is unwilling or unable to provide adequate supervision and care, in which case one 48 hour extension may be granted during which time the child shall remain in custody pending the filing of a petition. Ex parte findings of probable cause shall be reconsidered, and an opportunity to present oral and written evidence and argument shall be provided, by right, if any affected person requests reconsideration or hearing. Hearings under this subsection may be conducted by telephone.

(c) The hearing required under this section may be waived by the child's parents, guardians, or legal custodians or, if the child is over 12, by the joint waiver of the above and of the child. If a guardian ad litem is subsequently appointed for the child, or if the parents, guardian, or legal custodians subsequently retain counsel, such waiver may be subsequently withdrawn and a hearing demanded, which shall be scheduled as soon as practicable.

(d) The petitioner shall make all practicable efforts to secure the appointment of a guardian ad litem prior to the hearing.

(e) A copy of the petition shall be given to the child's parent, guardian, or legal custodian, and to the child if 12 or older, as soon as practicable, and in no case later than the commencement of the hearing.

(f) At the commencement of the hearing, the court shall advise the child, and the parents, guardians, or custodians, of the allegations made, the possible consequences of the hearing, the right to counsel at a party's own expense, the right to confront and crossexamine witnesses, and the right to present witnesses.

(g) If the court finds that one or more of the conditions enumerated in Section 125.10(a) or (b) exists, it may continue custody in any of the placements enumerated in Section 125.12. The Court may also impose reasonable restrictions on the child's travel, association with other persons, or places of abode, and may assign the child to the supervision of the Al'Maurii Khan Indian Child Welfare Department. Reasonable restrictions may be placed upon the conduct of the parents, guardians, custodians, or other responsible adult as necessary to secure the safety of the child. Any order entered under this section shall be reduced to writing within ten days thereof.

(h) Any order under this section shall be subject to rehearing for good cause.

**SECTION 125.14 - PETITIONS**

(a) All petitions under this chapter shall be filed with the Children's Court, shall be made under oath, and shall include the child's name, date of birth, parents' names, and child's parents' last known addresses, and the names and addresses of all other affected persons, if known.

(b) All petitions shall allege facts upon which the petitioner asserts jurisdiction exists. No petition shall be sufficient if it merely reiterates the language of the Code section invoked, but

shall include reference to the specific subsection of the Code section upon which petitioner alleges jurisdiction.

(c) No petition filed by the child welfare coordinator shall be deemed insufficient on account of hearsay, provided that there is a sufficient indication alleged of the declarant's reliability.

(d) All petitions shall be filed with the clerk of court, with copies served, by the petitioner, on the child welfare coordinator and all parties who may be affected by an order concerning the subject child.

(e) Unless impracticable or ineffective, petitions shall be served personally or by first class mail.

**SECTION 125.15 - INITIAL HEARING**

(a) Upon petition by the child welfare coordinator or any party pursuant to Section 125.05(b), the court shall schedule an initial hearing. The hearing shall be scheduled within ten days of the date of the petition in the case of a child held in custody, and within 30 days of the date of the petition in all other cases. All affected persons and the child welfare coordinator shall be served notice of this and all other hearings and shall be given a reasonable opportunity to prepare and be heard.

(b) Any affected person has the right to be represented at a hearing by counsel at his or her own expense. The petitioner shall secure the appointment by the court of a guardian ad litem for any child who is subject of a petition. The court may, on its own motion or that of any party, appoint a guardian ad litem for any minor parent of a child subject of a petition.

(c) At the initial hearing, the child and the parent, guardian or custodian shall be informed of their rights as follows:

(1) The right to remain silent, although the silence may be considered adversely against the party remaining silent.

(2) The right to confront and cross-examine witnesses.

(3) The right to counsel at the party's own expense.

(4) The right to subpoena and present witnesses.

(5) The right to have the allegations of the petition proven by clear and convincing evidence.

(6) The right to demand for cause or pursuant to Section 104.4 a substitution of judge, which if not made before the close of the initial hearing is deemed waived.

(d) The child and the non-petitioning parties shall state whether they intend to contest the allegations of the petition.

(e) If no party intends to contest the allegations of the petition, the court shall set a date for a dispositional hearing no later than 30 days from the date of the initial hearing. If all parties consent, the court may proceed immediately with the dispositional hearing. (f) If the petition is contested, the court shall set a date for a adjudicatory hearing no later than 20 days from the date of the initial hearing.

(g) Before accepting an admission or a statement of no contest to a petition, the court shall make inquiry to determine that the admission or statement is informed, voluntary, and made with an understanding of the potential dispositions that could result from the admission or statement.

The court shall also establish whether any promises or threats were made to elicit the admission or statement, and shall inform any unrepresented parties that a lawyer could discover defenses or mitigating circumstances not apparent to them. The court shall also elicit a factual basis for the admission or statement.

**SECTION 125.16 - ADJUDICATORY HEARING**

(a) At the adjudicatory hearing the court shall determine whether the subject child is within the jurisdiction of the court pursuant to the allegations of the petition as shown by clear and convincing evidence. In the event jurisdiction is found, the court shall schedule a dispositional hearing no later than 30 days from the date of the adjudicatory hearing. If all parties consent, the court may proceed immediately to the dispositional hearing. (b) The jurisdiction of the court shall extend for one year plus thirty days from the date of a finding of jurisdiction.

(c) All hearings shall be to the Court without a jury, all hearings shall be closed to the public, and all records shall remain confidential except for good cause to the contrary shown to the court. All proceedings shall be recorded electronically, or verbatim by a licensed court reporter.

**SECTION 125.17 - DISPOSITION**

(a) At any stage of a proceeding under this chapter the court may order interim disposition for the child. Such an order may include any disposition authorized by Section 125.17(d).

(b) Upon entry of an adjudication order, the court shall determine the disposition appropriate for the child. The child welfare coordinator and the petitioning party if other than the child welfare coordinator, shall submit reports to the court summarizing the child's personal history, the circumstances leading to the petition, the resources available and suitable to the child and family, the disposition recommended, and the rationale for the disposition. The report shall specify how the disposition is related to the circumstances leading to the petition and the role each affected person is expected to play in the removal of such circumstances in the future. Any other party may submit such a report. All such reports shall be filed with the court no later than four (4) days prior to the dispositional hearing. Copies shall be provided to the child's guardian ad litem and counsel for any party, or directly to any party not represented by counsel. No additional copies shall be made. All copies shall be returned to the court at the close of the dispositional hearing.

(c) Any party requesting out-of-home placement of a child shall submit to the court, and distribute as provided in subsection 125.17(b), above, a report enumerating the attempts made to prevent an out-of-home placement, and a statement describing the efforts that will be made to make it possible for the child to return home.

(d) In considering an appropriate disposition, the court may consider any or all of the following factors:

(1) Special physical or emotional needs of the child.

(2) Social, cultural, or religious tradition of the child, the child's family, or the Tribe,

(3) Availability of resources within the child's extended family,

(4) The child's preference, if the child is over 12 years of age, and the recommendation of the guardian ad litem,

(5) The recommendation of the child welfare coordinator or any person with an interest in the child,

(6) Recommendations of professionals experienced in services to children,

(7) Other factors calculated to meet the needs of the individual child and purposes of this chapter.

(e) The Court may order disposition in any or all of the following ways:

(1) Counsel the child or the parent, guardian, or custodian.

(2) Remand the child to the custody of a parent, guardian, custodian, or other responsible relative in the child's home, with supervision of the child by the child welfare coordinator and reasonable rules of conduct by the child and the parent, guardian, custodian, or other responsible relative.

(3) Participation of the child and/or parent or custodian in a specified counseling, treatment, or educational program, which may include use of traditional or culturally appropriate services or activities.
(4) Restitution in any reasonable amount for acts of the child resulting in damage or injury to any person or the Tribe.
(5) Community service appropriate to the needs or abilities of the child.
(6) Removal of the child from the home and/or placement with a member of the child's extended family, a tribal member licensed foster home, a licensed Indian foster home, an institution for children approved by the Tribe, or any other foster home.
(7) Inpatient alcohol, drug, or mental health treatment for specified purposes for a specified period of time.
(8) Any other disposition calculated to provide for physical, mental, emotional, or developmental needs of the child.
(9) Such order may also provide for visitation by parties or extended family members as appropriate.

(f) Any party to a proceeding under this chapter may seek and the Court of its own motion may direct the child welfare coordinator to seek enforcement of any court order in any other appropriate court.

(g) The Court on its own motion may waive, and any party to a proceeding under this chapter may seek by motion and for good cause shown a waiver of, continuing jurisdiction over a child and refer a case to any other court having, in such a case, jurisdiction.

(h) In any dispositional placement of a child, the court shall require testimony and make findings that services designed to prevent the necessity of out-of-home placement are appropriate and available and have been offered. This shall not require any petitioning party to prove that services that are either not appropriate or not available through or from the Tribe have been offered, attempted, or rejected.

(i) In any out-of-home placement, the court shall consider and make findings about the attempts made to prevent out-of-home placement and availability or appropriateness of custodial care within the child's extended family or with tribal members before ordering a placement in any other home or facility.

(j) Whenever the court orders a child to be placed outside the home, the court shall orally inform the parents who appear in court, and shall include in the written order a statement, of any ground for termination of parental rights under Section 125.21 that may be applicable.

**SECTION 125.18 - EXTENSIONS AND MODIFICATIONS**

(a) At any time in the last two months of the period in which a dispositional order issued by the Children's Court or issued by another court and subsequently transferred to the Children's Court is effective, any person with an interest in the child, or any person who was a party to the original proceedings may move or petition for an extension of the court's or dispositional order.

(b) In the event a motion or petition for extension is filed within the time period specified in Section 125.18(a), the Court may make such temporary extension orders as are necessary to preserve its jurisdiction and to protect the interests of the child pending a full hearing on the extension motion or petition.

(c) The scope of inquiry at the hearing on an extension is whether the conditions that warranted the adjudication continue or whether new circumstances provide jurisdiction pursuant to Section 125.05. If an extension is sought on the ground of new circumstances, the circumstances justifying

extended jurisdiction shall be alleged in the petition. To assist the court, parties and guardian ad litem, parties may prepare and distribute court reports similar to those called for in Section 125.17.

(d) Upon motion or petition by any person with an interest in the child, for good cause shown, the Court may modify a dispositional order any time before one year after entry of the order sought to be modified unless a shorter period is provided by the Court in the order.

**SECTION 125.19 - DISCOVERY**

(a) Copies of all peace officer reports, including but not limited to officers' memoranda and witness statements, shall be made available upon request of the tribe's attorney, to counsel or to the child's guardian ad litem prior to the initial hearing. The child, through his or her guardian ad litem, shall be the only non-petitioning party to have access to such reports in proceedings filed under Section 125.05(a)(8).

(b) All records relating to a child which are relevant to a proceeding under this chapter shall be open to inspection by a guardian ad litem or counsel, upon demand, and upon presentation of releases whenever necessary. Persons entitled to inspect records may obtain copies of them at their expense upon permission of the custodian of the records or the court. The court may require counsel not disclose material contained in the records to any other person if the court reasonably believes such disclosure would be harmful to the child.

(c) Counsel and guardian ad litem shall have the right to view any videotaped oral statement of the child upon reasonable notice.

**SECTION 125.20 - PSYCHOLOGICAL AND OTHER EXAMINATIONS**

The Court may in any proceeding under this chapter, order any child and the child's parents, guardians, or custodians, to submit to a psychological, mental, or developmental examination, or to a drug and alcohol abuse evaluation, if the court reasonably believes that any condition that may be illuminated by such an examination would assist in the adjudication or disposition of the case. The costs to any affected person of any such exam, if approved by the court, shall be paid by the Tribe, if the costs are not covered by a third-party payer.

**SECTION 125.21 - TERMINATION OF PARENTAL RIGHTS**

(a) Termination of parental rights means that, pursuant to court order, all rights, powers, privileges, immunities, duties, and obligations existing between parent and child are permanently severed; however, tribal membership, rights, privileges, entitlements, or obligations shall not be affected by such termination.

(b) Termination of parental rights may be ordered only in a proceeding where the petition clearly states that the petitioner is seeking an order of termination of parental rights, and where the mother and father have been summoned to appear before the Children's Court. No termination of the parental rights of an unadjudicated or unacknowledged father may be ordered without evidence and findings as to paternity of the child to the satisfaction of the court.

(c) Involuntary Termination. Termination of parental rights may be ordered only in cases where the court finds that one or more of the following grounds exists:

(1) Abandonment.

(a) The child has been left without provision for care or support and without reasonable expectation that a relative or other person would care for and support the child, and the petitioner has investigated and cannot locate the parent, or

(b) The child has been left by the parent with a relative or other person, or could reasonably expect that a relative or other person would provide for the child's care and support, or the child has been placed outside the parent's home by the order of a court of competent jurisdiction issued

in a proceeding whereby the parent received either an oral or written warning that their parental rights may be terminated in subsequent proceedings, and in either case that the parent has failed to visit or communicate with the child for one year or longer, and that ninety days prior to the filing of the petition for termination of parental rights the parent was notified in a written notice to the parent's last known address that a petition would be filed; or

(2) Failure to remedy condition. The child has been under the jurisdiction of court or courts of competent jurisdiction for at least one year and the parent has made no progress in remedying the conditions requiring jurisdiction or the child has been under the jurisdiction of court or courts of competent jurisdiction for at least two years and it is unlikely that the parent will remedy the conditions requiring jurisdiction, and in either case that at least ninety days prior to the filing of a termination of parental rights petition that parent was warned that a petition would be filed; or

(3) Abuse. The child is under the jurisdiction of the court pursuant to Section 125.05(a)(1) and the Court finds that the facts establishing jurisdiction show a pattern of repeated or severe abuse; or

(4) Continuing denial of periods of physical placement. The parent has been denied all periods of physical placement or visitation rights by a court or courts of competent jurisdiction for a period of at least one year, the parent has been warned at least ninety days prior to the filing of a petition that a petition would be filed, and there is no currently pending action to modify the parent's physical placement or visitation rights in a court of competent jurisdiction.

(5) Failure to assume parental responsibility. The child is a non-marital child whose father has not subsequently adopted the child or married the child's mother and who has not established a substantial parental relationship with the child, meaning the acceptance and exercise of significant responsibilities for the daily supervision, education, protection, and care of the child, as evidenced by factors including but not limited to whether the father has ever expressed concern for or interest in the support, care, or wellbeing of the child or mother, and whether the father has neglected or refused to provide support.

(d) Voluntary Termination. The court may terminate the parental rights of a parent who has given his or her informed, voluntary consent as provided in this section.

(1) The parent appears personally at a hearing and gives his or her consent, the court explains the effect of a termination of parental rights, and the court has questioned the parent and found to its satisfaction that the consent is informed and voluntary.

(2) If the personal appearance of the parent before the court would be impossible or difficult, the court may accept written consent executed by the parent before an embassy or consular official, a military judge, or any judge of a court of record of another jurisdiction, and the consent is accompanied by the official's or judge's written findings that the parent was questioned and that the consent is informed and voluntary.

(3) A person who may be but has not been adjudicated the father of a non marital child may consent as in (1) or (2) by signing a written, notarized statement that he has been informed of and understands the effect of a termination of parental rights and voluntarily disclaims any rights he may have to the child, including the right of notice of further proceedings under this chapter.

(4) If the proceeding to terminate parental rights is held prior to an adoption proceeding in which the petitioner is the child's stepparent, the parent may consent to termination of rights as provided in (1) or (2) or by filing with the court an affidavit witnessed by two persons stating that he or she has been informed of and understands the effect of an order to terminate parental rights,

and that he or she voluntarily disclaims all rights to the child, including the right to notice of further proceedings under this chapter.

(5) Any minor parent stating an intent to consent to the termination of parental rights shall have a guardian ad litem appointed for him or her by the court. The minor parent's consent to terminate rights shall not be accepted unless joined by his or her guardian ad litem. The consent of the guardian ad litem shall preclude later attack on the validity of the consent on the grounds of incompetence or minority.

(e) Petition.

(1) A petition for termination of parental rights may only be filed by a child's parent or by the child welfare coordinator.

(2) The petition commencing a proceeding for termination of parental rights shall set forth the following facts:

1. The name, birth date, and address of the child or children.
2. The names, birth dates, and addresses of the child's parents, and the names and addresses of any guardian or custodian.
3. A statement that consent to termination of parental rights will be given as provided by this chapter, or a statement that consent will not be given, a statement of the specific grounds for involuntary termination under this chapter, and a statement of facts which petitioner alleges establish the grounds.

(f) Summons. A summons shall be filed with the petition, and shall set forth the following:

(1) The name and birth date of the child.

(2) The nature, location, date, and time of the initial hearing.

(3) Advice that the party summoned has the right to legal counsel at the party's own expense.

(4) Advice that failure to respond or appear at the hearing may result in a termination of the party's parental rights.

(5) Name of petitioner, and name, address, and phone number of petitioner's attorney, if any, or of the petitioner if unrepresented.

(g) Service.

(1) The petitioner shall cause the summons and petition to be served on the parent or parents of the child; any person who may be the father of the child, based on statements of the person or the mother; the guardian, guardian ad litem, and custodian of the child, as applicable; the child, if 12 years of age or older.

(2) Personal service shall be accomplished as provided by the tribal court code no less than seven days prior to the initial hearing or, if personal service cannot with reasonable diligence be accomplished, by publication one time in a newspaper likely to give notice to the party, together with mailing of the summons and petition to the party's last known address. The published notice shall contain the following information: i. The name of the party or parties to whom notice is given.

ii. The former address of the party or parties.

iii. The approximate date and place of conception of the child. iv. The date and place of the birth of the child.

v. The notice shall not include the name of the mother unless the mother consents. The notice shall not include the name of the child unless the court finds that inclusion is essential to give effective notice to the father.

vi. Advice that the parental rights of any parent or alleged parent who fails to appear may be terminated.
vii. Advice that any party has the right to representation by counsel at his or her own expense.
(3) Upon motion of petitioner, the court may waive constructive notice to any person whose identity is unknown but may be the father of the child if such notice appears unlikely to give the father effective notice.
(h) Initial Hearing.
(1) An initial hearing shall be held on a petition to terminate parental rights no later than 30 days after the filing of the petition. At the hearing the court shall determine whether any party wishes to contest the petition and shall inform the parties of their rights under Section 125.15(c).
(2) If the petition is contested the court shall set a date for a fact finding hearing no later than 45 days after the date of the initial hearing, unless all parties consent to an immediate hearing, in which case the court may immediately so proceed.
(3) If the petition is not contested, the court shall set a date for a dispositional hearing no later than 45 days from the date of the initial hearing, unless all parties consent to an immediate hearing and the report required by Section 125.21(k) has been filed, in which case the court may immediately so proceed.
(4) Any non-petitioning party shall be granted a continuance for the purpose of consulting legal counsel.
(5) A guardian ad litem shall be appointed for the child in any contested proceeding under this section.
(6) The court shall determine whether all interested parties, including parties who may be the child's father, have been notified. If the court determines that an unknown person may be the father of the child, the court shall further determine whether constructive notice will substantially increase the likelihood of actual notice to that person. If the court so determines, it shall adjourn the hearing and order such notice to be given. If the court determines that constructive notice will not substantially increase the likelihood of actual notice, the court shall order that the hearing proceed. (j) Fact Finding Hearing.
(1) At the fact finding hearing the court shall determine whether the facts alleged in a petition that has been contested are true beyond a reasonable doubt. If the court so finds, it shall proceed immediately to a dispositional hearing unless all parties agree to a delay or unless the report required in Section 125.21(k) has not been completed, in which case the court shall set a hearing date no later than 45 days after the fact-finding hearing.
(2) If disposition is delayed, the court may enter an interim disposition under Section 125.17(a).
(k) Disposition.
(1) Prior to disposition, the child welfare coordinator shall prepare a report to the court including a complete social, adjudicatory, and dispositional history of the child and the parent, a statement of feasible alternative dispositions, if any, and a statement applying the standards and factors contained in Section 125.21(k)(2). The report shall include a description of efforts made to prevent removal of the child from the home and efforts made, if any, to return the child, and to remedy the conditions resulting in the termination proceeding. If the report recommends termination of both parents, or of the only living or known parent, the report shall include a statement of the child's likelihood of adoption, listing factors that might prevent it and factors that might facilitate it, and the interim plan and designated guardian recommended pending adoption.

The report shall also contain a medical and genetic history of the child and birth parents on a form as provided by the local [county or state] Department of Health and Social Services.

(2) Court considerations. In making a decision about the appropriate disposition, the court shall consider the standard and factors enumerated in this section.

(a) Standard. The best interests of the child shall be the prevailing factor considered by the court in determining the disposition of all proceedings under this subchapter, (b) Factors. In considering the best interests of the child under this section the court shall consider but not be limited to the following:

i. The age and health of the child, both at the time of the disposition and, if applicable, at the time the child was removed from the home,

ii. The wishes of the child,

iii. The duration of the separation of the parent from the child, iv. Whether the child will be able to enter into a more stable and permanent family relationship as a result of the termination, taking into account the conditions of the child's current placement, the likelihood of future placements and the results of prior placements. (3) Any party may present evidence relevant to disposition, and propose alternative dispositions. The court shall order either disposition listed below no later than ten days after a hearing on disposition.

(4) Upon a finding that grounds exist for a termination of parental rights the court shall order one of the following dispositions.

(a) The court may dismiss the petition.

(b) The court may order the termination of parental rights of one or both parents. If the rights of both parents or of the only living or known parent is terminated, the court shall transfer guardianship of the child to the child welfare coordinator, the local [county or state] Department of Health and Social Services, a relative of the child, with whom the child resides, if the relative has filed a petition for adoption, or an individual who has been appointed guardian of the child by a court of competent jurisdiction. The court may also transfer custody of the child to one of the agencies listed above or to a relative or other individual if the child has resided in the home of that individual for a meaningful period of time prior to the termination.

(4) The court shall inform any parent whose rights have been terminated of the provisions of local statutes. [research laws to find corresponding application for application under this code].

(5) Any order under this section shall be reduced to writing and filed within 30 days of its rendition.

**SECTION 125.22 - GUARDIANSHIP**

(a) Upon petition by any person with a legitimate interest in the welfare of the child, including persons with an interest in the child as defined in Section 125.05(b), but excluding the child welfare coordinator, the Children's Court may appoint a guardian for a child who is without both parents or whose parents are unavailable for reason of incarceration or commitment or otherwise unable to care for the child. Except when the petitioner is a person with an interest in the child, the decision to allow a person to petition for the appointment of a guardian shall be in the Court's discretion. The Court may impose any restriction or limitation on the powers of a guardian, or condition its appointment on the guardian's performance of specified duties, not inconsistent with this Chapter, it finds will help protect the child's interest.

(b) A guardian may be appointed to exercise custody and the power to make decisions of importance to the child's health, education, support and welfare. Such a guardian shall be

known as a "guardian of the child." A guardian of the child may not manage the financial interests of the child.

(c) A guardian may be appointed to conserve the assets, income, and financial interests of a child, subject to a duty of disclosure and reporting to the Children's Court regarding such matters no less than annually. Any such order shall fix a date or dates for the filing of such reports and may require the posting of a bond or other conditions to protect the child's interests. Such a guardian shall be known as a "guardian of the child's estate." A guardian of the child may be guardian of the child's estate or separate guardians may be appointed.

(d) A petition for guardianship shall state:

i. The name, residence, address, post office address, and date of birth of the proposed ward, the petitioner, and the proposed guardian or guardians.

ii. The reason guardianship is sought. iii. Whether temporary or permanent guardianship is sought.

iv. The income and assets of the proposed ward.

v. Whether any guardian of the proposed ward now exists.

(e) The summons shall include the time, date, and place of hearing on the petition, and the names of the proposed ward and guardian, the petitioner, and the petitioner's attorney, if any.

(f) The summons and petition shall be served upon any parent of the proposed ward and any current guardian of the proposed ward.

(g) The court shall appoint a guardian ad litem for the proposed ward, who shall be served by petitioner with a copy of the summons and petition.

(h) Any guardianship created under this chapter shall terminate upon the ward's eighteenth birthday.

**SECTION 125.23 - ADOPTION**

(a) Upon entry of the order of adoption, the relation of parent and child together with all the rights, duties, and other legal consequences of the natural relation of parent and child exist between the adoptive parents and adopted child.

(b) Any child, as defined in Section 125.06, may be adopted.

(c) The following are eligible to adopt a child:

(1) A husband and wife jointly, or either if the other spouse is a parent of the child,

(2) An unmarried person who is at least 18 years of age,

(3) In the case of a child whose parents are not married, the child's natural father.

(4) Two unmarried persons co-habitating for a substantial period of time as a married couple.

(d) The consent of the following are required for adoption:

(1) The child if 13 years or older,

(2) The parent or parents if living including the adjudicated or acknowledged father of a child born out of wedlock, unless parental rights have been terminated.

(e) A proceeding for adoption shall be commenced by the filing of a verified petition which shall include:

(1) The name, address and date of birth, or expected date of birth, of the child to be adopted.

(2) The name, address, and age of the birth parents and of the proposed adoptive parents.

(3) The name and address of the petitioner and his or her relationship to the child.

(4) The identity of all persons or agencies which solicited, negotiated, or arranged for the adoption on behalf of any party.

(5) A report of all transfers of anything of value made or agreed to be made by the proposed adoptive parents or on their behalf in connection with the birth of the child, the placement of the child with the proposed adoptive parents, the medical or hospital care received by the child or by the child's mother in connection with the birth of the child and any other expenses, including the estimated legal expenses, of either the child's parent or the proposed adoptive parents. The report shall itemized and shall show the services relating to the adoption or to the placement of the child for adoption which were received by the proposed adoptive parents, by either parent, by any other person to whom payment was made by or on behalf of the proposed adoptive parents. The report shall also include the dates of each payment, the names and addresses of each attorney, doctor, hospital, agency or other person or organization receiving any funds from the proposed adoptive parents in connection with the adoption or the placement of the child with them.

(6) A statement of the tribal membership, if any, of each of the birth parents and each of proposed adoptive parents.

(7) The domicile of each of the birth parents, and the facts supporting the statement of domicile.

(8) Whether the birth parents' parental rights are terminated; if not that a petition for voluntary termination has been filed and that consent will be given. If rights have been terminated, a certified copy of the court order terminating the rights shall be attached to the petition.

(f) Upon receipt of a petition, the clerk of court shall set a date for hearing not later than 60 days from the date of filing. The petitioner shall serve notice of hearing on the child's guardian, or custodian, the natural parents if their parental rights have not been terminated, and the child welfare coordinator.

(g)Upon receipt of the petition, the child welfare coordinator shall perform an investigation as to the suitability of the petitioner as the child's adoptive parent. The coordinator shall complete the report and file it with the court, providing a copy to the petitioner no less than ten days before the hearing. If the report is unfavorable or discloses a situation which in the court's opinion raises a serious question as the to the suitability of the proposed adoption, the court may appoint a guardian ad litem for the child who shall make an independent recommendation.

(h)At a hearing, the presence of the petitioners and if the minor if 14 or older, shall be required unless the court orders otherwise. The court shall determine from the child welfare coordinator's report and any evidence presented by the petitioners or the child's guardian whether the petitioners are suitable adoptive parents. The court shall receive evidence from interested parties and if it determines that granting the petition is in the child's best interest, it shall so order.

(i) Temporary order: Final Judgment

(1) The court may issue a temporary order giving the care and custody of the child to the petitioners pending the further order of the Court; provided, that if the child is a close blood relative of one of the petitioners, or is a stepchild of a petitioner or has been living in the home of the petitioner for more than 1 year preceding the date of filing the petition for adoption, the Court may waive the entry of a temporary order, and immediately enter a final judgment for adoption.

(2) Where a temporary order is entered, the child welfare coordinator may observe the child in his home and report to the Court within 6 months on any circumstances or conditions which may have a bearing on the child's adoption or custody.

(3) Upon application by the petitioner after 6 months from the date of the temporary order, or upon the Court's motion at any time, the Court shall set a time and place for additional hearing.

Notice of the time and place of the hearing shall be served on the child welfare coordinator, the child, and the petitioners. The child welfare coordinator may file with the Court a written report of its findings and recommendations and certify that the required investigation has been made since the granting of the temporary order. After such hearing, if satisfied that the adoption is in the best interests of the child, the Court may enter a final judgment of adoption.

(4) The final order shall include a provision ordering the adoptive parents to maintain the child's relationship to the Tribe.

**SECTION 125.24 INELIGIBLE CHILDREN**

(a) Any child who does not fall within the definition of "child" under section 125.06(a), or whose tribe has objected to jurisdiction under section 125.055, shall be subject to this chapter only if present on the Al'Maurii Khan Tribal Nation Reservation or lands and only for the following purposes:

(1) Taking into custody for the purpose of protecting the ineligible child from imminent physical or emotional harm,

(2) Making emergency placement necessary to protect the child,

(3) Referral or placement to an appropriate tribal, state, or other child welfare agency. (b) A report of the conditions requiring action under subsection (a) shall be filed immediately with the local [county or state] Department of Social Services.

**SECTION 125.25 - INDIAN CHILD WELFARE ACT**

(a) The child welfare coordinator is designated as agent for service of notices concerning child welfare proceedings as provided under the Indian Child Welfare Act. (b) Upon receipt of such notice, the child welfare coordinator may consult with such tribal staff as may be necessary to determine the eligibility of the child named in such notices.

(c) Upon a determination that the notice received concerns a child defined under this Code, the child welfare coordinator shall consult with the Children's Court, tribal attorney, and Child Welfare Committee for the purpose of determining whether to intervene or seek transfer of the proceeding to the Children's Court.

(d) The child welfare coordinator shall determine whether to seek transfer, which determination, upon petition or motion of a person with an interest in the child, may be reviewed and reversed by the Children's Court.

(e) In any non-tribal proceeding, where transfer of jurisdiction is denied or not sought, the child welfare coordinator shall maintain a record of all information gathered, actions taken and documents received.

**SECTION 125.26 - CHILD WELFARE COORDINATOR**

(a) Duties and authority. The child welfare coordinator shall have the following authority and duties:

(1) To represent the Tribe in all tribal proceedings concerning the child under this code, (2) To represent the Tribe in proceedings concerning the welfare of any child as defined under this code in any foreign court or agency proceeding,

(3) To maintain records and establish procedures to maintain confidentiality of such records,

(4) To negotiate agreements for services with local, state, or federal agencies, subject to Tribal Council review and approval,

(5) To establish procedures for compliance with duties as required under this code,

(6) To share information for statistical or service purposes in conformity with agreements entered into,

(7) To receive and administer guardianship and custody of children under this chapter. (8) To make such reports as may be required to the Tribal Council or its designee, provided that no such report that becomes a part of the Tribal public record shall contain any identifying information concerning the child or the child's parents except as permitted by the
Children's Court.
(9) To receive as the Tribe's agent, notifications under local laws, and to maintain the confidentiality of such records as required by law.
(b) Immunity for acts and omissions. No liability shall attach to the child welfare coordinator for statements, acts, or omissions while in the course of activities defined under this code.

**SECTION 125.27 - CHILD WELFARE COMMITTEE**

(a) There is hereby established a Child Welfare Committee, composed of three persons designated by the Tribal Council in executive session who shall establish procedures and guidelines for the conduct of committee business. The child welfare coordinator, tribal attorney, and other staff aides designated by the committee shall serve in advisory capacities to the committee, as requested by the committee.
(b) The Child Welfare Committee shall have the authority to meet, consider the conditions of a child alleged to be in need of care, and determine whether a case commenced in another jurisdiction should be transferred to children's court or whether the Tribe should intervene in the proceeding in the other jurisdiction.
(c) By this chapter and by the resolution adopting this chapter, the Child Welfare Committee is delegated the Tribal Council's authority under 25 U.S.C. sec. 1915(c) to establish in individual cases a different order of preference than that set forth in 25 U.S.C. sec. 1915 (a) and (b).

# CHAPTER 126 - MARRIAGE

**SECTION 126.01 - APPLICABILITY**

(a) This chapter applies to any and all marriages under the Sun in whether or not one or both parties to the marriage is a member of the Tribe.

(b) The procedures set forth herein shall be concurrent with the procedures established by the Moorish Zodiac Constitution as to any marriage performed in which one party is not a member of the Tribe.

**SECTION 126.02 - A CIVIL CONTRACT**

Marriage, so far as its validity at law is concerned, is a biological contract, to which the consent of the parties capable in law and nature of contracting and producing offspring is essential, and which creates the Natural status of Man and Woman. “Divorce” shall be considered a rescinding of any contract between parties to a marriage.

**SECTION 126.03 - MARRIAGEABLE AGE; WHO MAY MARRY**

(a) Every person who has attained the age of 18 years may marry if otherwise competent. (b) If a person is between the age of 18 and 21 years, and of sound mind and body, they are with every right to marriage. The written proof of said union must be given before the clerk of court under oath, or certified in writing and verified by affidavit (or affirmation) before a notary public or other official authorized to take affidavits. The written proof of said union shall be filed with the clerk of court.

**SECTION 126.04 - WHO SHALL NOT MARRY; DIVORCED PERSONS**

(a) No marriage shall take place;

(1) while either of the parties has a husband or wife living without the consent of the current husbands or wives,

(2) between persons who are nearer kin than 2nd cousins except that marriage may be contracted between first cousins where the female has attained the age of 55 years or where either party, at the time of application for a marriage license, submits an affidavit signed by a physician stating that either party is permanently sterile. Relationship under this section shall be computed by the rule of the civil law, whether the parties to the marriage are of the half or of the whole blood.

(3) if either party has such want of understanding renders him or her incapable of assenting to marriage.

(b) It is unlawful for any person, who is or has been a party to any action for divorce in any court to marry again until 6 months after judgment of divorce is granted, and the marriage of any such person solemnized before the expiration of 6 months from the date of the granting of judgment of divorce shall be void.

(c) The clerk of court is with the authority to grant divorce upon request by both parties.

**SECTION 126.05 - MARRIAGE LICENSE; BY WHOM ISSUED** VOID

**SECTION 126.08 - IDENTIFICATION OF PARTIES; STATEMENT OF QUALIFICATIONS**

VOID

**SECTION 126.09 - OBJECTIONS TO MARRIAGE**

VOID

**SECTION 126.10. - MARRIAGE CIVIL CONTRACT, WHEN AUTHORIZED; CORRECTIONS; CONTENTS**

(a) If all the provisions of this chapter are complied with, the clerk shall file the written proof of marriage. With each filing the clerk of court shall provide a pamphlet describing the causes and effects of fetal alcohol syndrome and drug abuse.

(b) The written proof of marriage shall authorize the marriage ceremony to be performed on the territory, if desired by the parties. The officiating person shall determine that the parties presenting themselves to be married are the parties named in the written proof of marriage. If aware of any legal impediment to such union, the person shall refuse to perform the ceremony and proof of the same shall be filed with the clerk by the officiating person within 30 days from the date of refusal.

**SECTION 126.11 - FORM OF WRITTEN PROOF OF MARRIAGE DOCUMENT**

The written proof of marriage document shall contain such informational items as the local department of health and social services determines are necessary and shall agree with the standard form recommended by the federal agency responsible for national vital statistics.

**SECTION 126.12 - FORM OF WRITTEN PROOF OF MARRIAGE DOCUMENT WHEN SOLEMNIZED BY PARTIES**

If the marriage is to be solemnized by the parties without an officiating person, as provided by the Creator of All, the proof of marriage document shall contain all those informational items and standards referenced in 126.11.

**SECTION 126.13 - MARRIAGE CONTRACT, HOW MADE; OFFICIATING PERSON** VOID

**SECTION 126.14 - NONRESIDENT OFFICIATING PERSON; SPONSORSHIP** VOID

**SECTION 126.15 - DELIVERY AND FILING OF MARRIAGE DOCUMENT**

The written proof of marriage document, legibly and completely filled out with unfading black ink, shall be returned by the officiating person, or in the case of a ceremony performed without an officiating person, then by the parties to the marriage contract, or either of them, to the clerk of court within 3 days after the date of the marriage, who shall forthwith file the completed marriage document with the Enrollment office and a copy of the same within the local Department of Health and Social Services Bureau of Vital Statistics, if necessary.

**SECTION 126.16 - RECORDS AND BLANKS**

The clerk shall keep among the records in the office a suitable book called written proof of marriage docket and shall enter therein a complete record of the applications for and the issuing of all written proof of marriage, and of all other matters which the clerk is required by this chapter to ascertain relative to the rights of any person to enjoy a union. The written proof of marriage docket shall be open for public inspection or examination at all times during office hours.

**SECTION 126.17 - UNLAWFUL MARRIAGES VOID; VALIDATION**

All marriages hereafter contracted in violation of this chapter shall be void, except as provided in Sections 126.18 and 126.19. The parties to any such marriage may validate the marriage by complying with the requirements of this chapter as follows: (1) At any time, if the marriage is declared void under Sections 126.03 or 126.11.

(2) No earlier than 6 months after the divorce judgment is granted, if the marriage is declared void under 126.04(b).

**SECTION 126.18 - IMMATERIAL IRREGULARITIES AS TO AUTHORITY OF PERSON OFFICIATING**

No marriage hereafter contracted shall be void by reason of want of authority or jurisdiction in the officiating person solemnizing such marriage, if the marriage is in other respects lawful, and is

consummated with the full belief on the part of the persons so married, or either of them, that they have been lawfully joined in marriage.

**SECTION 126.19 - IMMATERIAL IRREGULARITIES OTHERWISE**

No marriage hereafter contracted shall be void by reason of any informality or irregularity of form for the written proof of marriage itself, or the incompetency of the witnesses to such marriage, if the marriage is in other respects lawful and is consummated with the full belief on the part of the persons so married, or either of them, that they have been lawfully joined in marriage. Where a marriage has been celebrated in one of the forms provided for in Section 126.11 and the parties thereto have immediately thereafter assumed the habit and repute of husband and wife, and having continued the same uninterruptedly thereafter for the period of one year, or until the death of either of them, it shall be deemed that a written proof of marriage has been issued as required by this chapter.

**SECTION 126.20 - RECOGNITION OF PREVIOUS INDIAN TRADITIONAL MARRIAGES**

All marriages heretofore consummated whether according to state law or tribal custom are declared valid subject to annulment under applicable law. Cohabitation without solemnization by a third party is also recognized as constituting a traditional marriage and all parties shall be held to the same standard under unless otherwise stated in the written proof of marriage.

**SECTION 126.21 - DELAYED REGISTRATION OF PREVIOUS INDIAN TRADITIONAL MARRIAGES**

(a) Both parties to an Indian traditional marriage heretofore consummated, or the surviving party if the other is deceased, may petition the tribal court for an order causing the marriage to be acknowledged by written proof of marriage, sworn to by at least 2 persons with knowledge of the marriage.

(b) The petitioner or petitioners shall file and serve a written petition stating under oath the names of the parties to the marriage, their dates of birth, the date and place of marriage, and the name and address, if known, of the third party solemnizing the marriage, if any.

(c) Notice of the time, place, and date of hearing on the petition, together with a copy of the petition, shall be served upon all interested parties. Interested parties shall include the heirs of both parties and any other putative spouses. Service may be personal or by certified mail, return receipt requested.

(d) The petitioners shall bear the burden of proving by a preponderance of the evidence that the parties were parties to a traditional marriage.

**SECTION 126.22 - INDIAN TRADITIONAL MARRIAGES**

All marriages hereafter are recognized by the provisions of this chapter.

**SECTION 126.23 - REMOVAL OF IMPEDIMENTS TO SUBSEQUENT MARRIAGE**

If a person during the lifetime of a husband or wife with whom the marriage is in force, enters into a subsequent marriage contract in accordance with Section 126.11 and the parties thereto live together thereafter as husband and wife, and such subsequent marriage contract was entered into by one of the parties in good faith, in the full belief that the former husband or wife was dead, or that the former marriage had been annulled, or dissolved by a divorce, or without knowledge of such former marriage, they shall, after the impediment to their marriage has been removed by the death or divorce of the other party to such former marriage, if they continue to live together as husband and wife in good faith on the part of them, be held to have been legally married from and

after the removal of such impediment and the issue of such subsequent marriage shall be considered as the marital issue of both parties.

**SECTION 126.24 - PENALTIES**

(a) The following shall be subject to a civil forfeiture not less than $100 nor more than $1,000:

(1) False statement. Any person who in any affidavit or statement made under this chapter willfully and falsely swears, or who procures another to swear falsely in regard to any material fact relating to the competency of either or both of the parties to a marriage or union, or as to the ages of such parties, if under age of 16, or who falsely pretends to be of age to give consent to the marriage.

(2) Unlawful filing of written proof of marriage. Any clerk who knowingly files a written proof of marriage contrary to or in violation of this chapter.

(3) False solemnization of marriage. Any person, who intentionally undertakes to solemnize a marriage of tribal members of this land or Reservation or any person who intentionally participates in or in any way aids or abets any false or fictitious marriage. (b) The following shall be subject to a civil forfeiture not less than $100 or more than $500:

(1) Unlawful solemnization of marriage. Any officiating person who solemnizes a marriage unless the contracting parties have first filed their written proof of marriage as heretofore provide; or unless the parties to such marriage declare that they take each other as husband and wife; or solemnizes a marriage knowing of any legal impediment thereto; or falsely certifies to the date of a marriage solemnized by the officiating person.

(2) Unlawful solemnization by parties. Where a marriage is solemnized without the presence of written proof of marriage; or falsely certify to the date of such marriages. (c) The following shall be subject to a civil forfeiture not less than $10 nor more than $200.

(1) Violations relating to records. Any clerk who refuses or neglects to enter upon the docket a complete record of each written proof of marriage required to be filed, immediately after the same has been made or issued, as the case may be, or fails to keep such docket open for inspection or examination by the public during office hours, or prohibits or prevents any person from making a copy or abstract of the entries in the marriage docket.

(d) The following shall be subject to a civil forfeiture not less than $10 nor more than $50:

(1) Other violations. Any person violating any provision of this chapter for which no other penalty is provided.

**SECTION 126.25 - DEFINITIONS**

(a) "Enrollment Office" means the Al'Maurii Khan Tribal Enrollment office.

(b) "Clerk" means the Tribal Clerk of Court.

(c) "Court" means the Tribal Court.

(d) "Reservation" or "Lands" means the Al'Maurii Khan tribal Lands or Reservation.

(e) "Tribal Court" means the Tribal Court of the Al'Maurii Khan Tribal Nation.

# CHAPTER 127 - DISSOLUTION OF MARRIAGE

**SECTION 127.01 - APPLICABILITY**

(a) This chapter applies to dissolutions of marriage and legal separations of marriage between tribal peoples, in which one or both parties to the marriage is a member of the Al'Maurii Khan Tribal Nation, or to marriage performed in another jurisdiction in which both parties are members of the Al'Maurii Khan Tribal Nation, or a marriage performed in another jurisdiction in which one party is a member of the Al'Maurii Khan Tribal Nation and the party filing the action has been a

resident within the exterior boundary of the Al'Maurii Khan Tribal Lands or Reservation for a period of at least 60 days prior to the commencement of the dissolution action.

(b) The procedures set forth herein shall be exclusive as to any dissolution of marriage and/or legal separation in which one or both parties is a member of any tribe.

(c) The procedures set forth herein shall be concurrent with the procedures established by the laws of the Al'Maurii Khan Tribal Court and the local state laws, where applicable, in which one party is a non-member of the tribe. The signed Petition by a non-member for a dissolution of marriage under this chapter constitutes the non-member's consent to Al'Maurii Khan Tribe's jurisdiction to grant a divorce.

**SECTION 127.02 – DEFINITIONS.**

Tribal Court - means the Al'Maurii Khan Tribal Court.

Dissolution of Marriage - means the legal termination of a marriage contract between a husband and wife.

Proceeding - means legal process and shall be entitled "In Re the Marriage of _____ and _____." A custody or support proceeding shall be entitled "In Re the (Custody) (Support) of _____."

Irretrievably broken - means the determination that there is no reasonable prospect for reconciliation.

Joinder of Parties - means the uniting of two or more persons as co-plaintiffs or as codefendants in one suit.

Maintenance/Support - means the act of maintaining, keeping up, support; livelihood; means of sustenance.

Final Decree - means a final decision, one which leaves nothing open to further dispute and which sets at rest the cause of action between parties.

Special Master - means a court appointed person assigned to complete a specific task on behalf of the Court in a case.

**SECTION 127.03 - DISSOLUTION OF MARRIAGE: FINDINGS NECESSARY**

The Court shall enter a Decree of Dissolution of Marriage if it finds each of the following:

(1) That one of the parties at the time the action was commenced was domiciled in Moorish dominions for a period at least thirty (30) days, and a resident of the same for not less than six months.

(2) That the marriage was irretrievably broken.

(3) The Court may consider, approve and make provision for child custody, the support of any, natural or adopted, child common to the parties of the marriage entitled to support, the maintenance of either spouse and the disposition of property.

**SECTION 127.04 - DECREE OF LEGAL SEPARATION; FINDINGS NECESSARY**

The Court shall enter a Decree of Legal Separation if it finds each of the following:

(1) That one of the parties at the time the action commenced was domiciled in Moorish dominions for a period of at least ninety days and a resident of the same for six months.

(2) The marriage is irretrievably broken.

(3) The other party does not object to a decree of legal separation. If the other party objects to a decree of legal separation, the Court shall upon one of the parties meeting the required domicile for dissolution of marriage, direct that the pleadings be amended to seek a dissolution of the marriage.

(4) The Court may consider, approve or make provisions for child custody, the support of any natural or adopted child common to the parties of the marriage entitled to support, the maintenance of either spouse and the disposition of the property.

**SECTION 127.05 - ANNULMENT**

No marriage may be annulled or held void except pursuant to judicial proceedings. No marriage may be annulled after the death of either party to the marriage. A court may annul a marriage entered into under the following circumstances:

(1) A party lacked capacity to consent to the marriage at the time the marriage was solemnized, either because of age, because of mental incapacity or infirmity or because of the influence of alcohol, drugs, or other incapacitating substances, or a party was induced to enter into a marriage by force or duress, or by fraud involving the essentials of marriage. Suit may be brought by either party, or by the legal representative of a party lacking the capacity to consent, no later than one year after the petitioner obtained knowledge of the described condition.

(2) A party lacks the physical capacity to consummate the marriage by sexual intercourse, and at the time the marriage was solemnized the other party did not know of the incapacity. Suit may be brought by either party no later than one year after the petitioner obtained knowledge of the incapacity.

(3) A party was under 16 years of age. Suit may be brought by the under-aged party or a parent or guardian at any time prior to the party's attaining the age of 18 years, but a parent or guardian must bring suit within one year of obtaining knowledge of the marriage.

(4) The marriage is prohibited by the laws of the Tribe or custom. Suit may be brought by either party within 10 years of the marriage, except that the 10 year limitation shall not apply where the marriage is prohibited because either party has another spouse living at the time of the marriage and the impediment has not been removed as follows: If a person during the lifetime of a husband or wife with whom the marriage is in force, enters into a subsequent marriage contract and the parties thereto live together thereafter as husband and wife, and such subsequent marriage contract was entered into by one of the parties in good faith, in the full belief that the former husband or wife was dead, or that the former marriage had been annulled, or dissolved by a divorce, or without knowledge of such former marriage, if they continue to live together as of the other party to such former marriage, if they continue to live together as husband and wife in good faith on the part of one of them, be held to have been legally married from and after the removal of such impediment and the issue of such subsequent marriage shall be considered as the marital issue of both parents.

**SECTION 127.06 PLEADINGS; CONTENTS; DEFENSE; JOINDER OF PARTIES**

(a) Either or both parties may petition the court for Dissolution of Marriage or Legal Separation. The petition shall allege that the marriage is irretrievably broken and shall set forth:

(1) The age, occupation and address of each party and his/her length of domicile upon Moorish dominions.

(2) The date of the marriage and the place at which it was performed, including and not limited to geographic coordinates.

(3) The names, ages and addresses of all living children, natural or adopted, common to the parties and whether the wife is pregnant.

(4) The details of any agreements between the parties as to support, custody and visitation of the children and maintenance of a spouse.

(5) The relief sought.
(6) The only defense to a Petition for the Dissolution of a marriage or Legal Separation shall be that the marriage is not irretrievably broken.
(7) The Court may join additional parties necessary for proper disposition of the matter.

**SECTION 127.07 - TEMPORARY ORDER OR PRELIMINARY INJUNCTION; EFFECT**

(a) In a proceeding for Dissolution of marriage or for Legal Separation, or for maintenance or support following Dissolution of Marriage, either party may move for temporary maintenance or temporary support of a child, natural or adopted, common to the parties entitled to support. The motion shall be accompanied by an affidavit setting forth the factual basis for the motion and the amounts requested.

(b) As a part of a motion for temporary maintenance or support or by independent motion accompanied by affidavit, either party may request the Court to issue a preliminary injunction for any of the following relief:

(1) Restraining any person from transferring, encumbering, concealing or otherwise disposing of any property except in the usual course of business or for the necessities of life, and, if so restrained, requiring him to notify the moving party of any proposed extraordinary expenditures made after the order is issued.
(2) Enjoining a party from molesting or disturbing the peace of the other party or of any child.
(3) Excluding a party from the family home or from the home of the other party upon a showing that physical or emotional harm may otherwise result.
(4) Enjoining a party from removing a child from the jurisdiction of the Court.
(5) Providing other injunctive relief proper in the circumstances.

(c) The Court may issue a temporary restraining order without requiring notice to the other party only if it finds on the basis of the moving affidavit or other evidence that irreparable injury will result to the moving party if no order is issued until the time for responding has elapsed. No bond shall be required unless the Court deems it appropriate. (d) On the basis of the showing made, and in conformity with sections 127.03, 127.04, and 127.05, the Court may issue a preliminary injunction and an order for temporary maintenance or support in amounts and on terms just and-proper in the circumstance.

(e) A temporary order or preliminary injunction:

(1) Does not prejudice the rights of the parties or any child to be adjudicated at the subsequent hearings in the proceedings.

(2) May be revoked or modified before final decree on a showing by affidavit of the facts necessary to modification of a final decree.

(3) Terminates when the final decree is entered or when the Petition for Dissolution of Marriage or Legal Separation is dismissed.

**SECTION 127.08 - IRRETRIEVABLE BREAKDOWN; FINDING**

(a) If both of the parties by petition or otherwise have stated under oath or affirmation that the marriage is irretrievably broken, or one of the parties has so stated and the other has not denied it or if the parties have voluntarily lived apart for at least 12 months immediately prior to the Commencement of the action and at lease one party has stated under oath that the marriage is irretrievably broken, the Court, after hearing, shall make a finding whether the marriage is irretrievably broken.

(b) If one of the parties has denied under oath or affirmation that the marriage is irretrievably broken, the Court shall, upon hearing, consider all relevant factors as to the prospect of reconciliation, and shall either:

(1) Make a finding whether or not the marriage is irretrievably broken; or

(2) Continue the matter for further hearing, not more than sixty days later. The Court, at the request of either party, or on its own motion may order a conciliation conference. Upon review of the evidence and testimony, the Court shall make a finding whether or not the marriage is irretrievably broken.

(c) A finding that the marriage is irretrievably broken is a determination that there is no reasonable prospect or reconciliation.

**SECTION 127.09 - SEPARATION AGREEMENT; EFFECT**

(a) To promote amicable settlement of disputes between parties to a marriage attendant upon their separation or the dissolution of their marriage, the parties shall enter into a written separation agreement containing provisions for disposition of any property owned by either of them, maintenance of either of them, and support, custody and visitation of their children.

(b) In a proceeding for dissolution of marriage or for legal separation, the terms of the separation agreement, except those providing for the support, custody and visitation of children, are binding upon the parties unless the Court finds, after considering the economic circumstances of the parties and any other relevant evidence produced by the parties, on their own motion or on request of the Court, that the separation agreement is unfair.

(c) Upon review, if the Court finds the separation agreement unfair as to disposition of property or maintenance, it may request the parties to submit a revised separation agreement or may make orders for the disposition of property or maintenance. In separating marital property, the Court shall assign each spouse's sole and separate property to him/her. It shall also divide the Community, joint tenancy and other property held in common equitably, though not necessarily in kind, without regard to marital misconduct. For purposes of this section only, property acquired by either spouse outside the Community shall be deemed to be community property if said property would have been community property if acquired in this Community. Nothing in this section shall present the Court from considering excessive or abnormal expenditures, destruction, concealment or fraudulent disposition of community, joint tenancy and other property held in common.

(d) If the Court finds that the separation agreement is not unfair the court shall enter the document in to the record and upon final disposition order the parties to abide by the agreement.

**SECTION 127.10 - MAINTENANCE: COMPUTATION FACTORS**

(a) In a proceeding for Dissolution of Marriage or Legal Separation, the Court may grant a maintenance order for either spouse only if it finds that the spouse seeking maintenance:

(1) Lacks sufficient property, including property apportioned to him or her, to provide for his or her. reasonable needs; and

(2) Is unable to support himself or herself through appropriate employment or is the custodian of a child whose age or condition is such that the custodian should not be required to seek employment outside the home.

(b) The maintenance order shall be in such amounts and for such periods of time as the Court deems just, without regard to marital misconduct, and after considering all relevant factors, including:

(1) The financial resources of the party seeking maintenance, including marital property apportioned to him or her and his or her ability to meet his or her needs independently. (2) The time necessary to acquire sufficient education or training to enable the party seeking maintenance to find appropriate employment.
(3) The standard of living established during the marriage.
(4) The duration of the marriage.
(5) The age and the physical and emotional condition of the spouse seeking maintenance. (6) The ability of the spouse from whom maintenance is sought to meet his or her needs while meeting those of the spouse seeking maintenance.
(7) Excessive or abnormal expenditures, destruction, concealment or fraudulent disposition of community, joint tenancy and other property held in common.
(8) The ability of the spouse seeking maintenance to earn a living separate from the other spouse.

**SECTION 127.11 - CHILD SUPPORT; FACTORS**

(a) In a proceeding for Dissolution of Marriage, Legal Separation, Maintenance, or Child Support, the Court may order either or both parents owing a duty of support to a child, born to or adopted by the parents, to pay an amount reasonable and necessary for his support, without regard to marital misconduct after considering all relevant factors, including:
(1) The financial resources and needs of the child.
(2) The financial resources and needs of the custodial parent.
(3) The standard of living the child would have enjoyed had the marriage not been dissolved.
(4) The physical and emotional condition of the child, and his educational needs.
(5) The financial resources and needs of the non-custodial parent.
(6) Excessive and abnormal expenditures, destruction, concealment, or fraudulent disposition of community, joint tenancy or other property held in common.
(b) In the case of a mentally or physically disabled child, if the Court, after considering the factors set forth in Subsection “A” deems it appropriate, the Court may order support to continue past the age of emancipation and to paid to the custodial parent, guardian or child.

**SECTION 127.12 - REPRESENTATION OF CHILD BY COUNSEL; FEES**

The Court may appoint an attorney or any other person to represent the interests of a minor or dependent child with respect to his support, custody and visitation. The Court may enter an Order for costs, fees and disbursements in favor of the child's representative. The order may be made against either or both parents.

**SECTION 127.13 - PAYMENT OF MAINTENANCE OR SUPPORT TO COURTS; RECORDS**

(a) Upon its own motion or upon motion of either party, the Court may order at any time that maintenance or support payments be made to the Clerk of Court for remittance to the person entitled to receive the payments.
(b) The Clerk of Court shall maintain records listing the amount of payments, the date payments are required to be made, and the names and addresses of the parties affected by the order.
(c) The parties affected by the order shall inform the Clerk of Court of any change of address.
(d) If the person obligated to pay support has left or is beyond the jurisdiction of the Court, any party may institute any other proceeding available under the laws of this Community for enforcement of the duties of support and maintenance.

**SECTION 127.14 - ASSIGNMENTS**

In the event a person obligated to pay child support is in arrears for at two months or more, the Court may order the person obligated to pay child support to make an assignment of a part of his periodic earnings or trust income to the person entitled to receive the payments. The assignment is binding on the employer, trustee, or other payor of the funds two weeks after service upon such person of notice that the assignment has been made. The payor shall withhold the earns or trust income payable to the person obligated to support the amount specified in the assignment and shall transmit the payments to the Clerk of the Court. The payor may deduct from each payment a sum not exceeding five dollars as reimbursements for costs. An employer shall not discharge or otherwise discipline an employee solely as a result of a wage or salary assignment authorized by this section.

**SECTION 127.15 - COSTS AND EXPENSES**

The Court from time to time, after considering the financial resources of both parties, may order a party to pay a reasonable amount to the other party for the costs and expenses of maintaining or defending any proceeding under this chapter. For the purpose of this section costs and expenses may include fee, of a lay advocate or attorney, deposition costs and such other reasonable expenses as the Court finds necessary to the full and proper presentation of the action, including any appeal. The Court may order all such amounts paid directly to the attorney or lay advocate, who may enforce the order in his name with the same force and effect, and in the same manner, as if the order had been made on behalf of any party to the action.

**SECTION 127.16 - DECREE; FINALITY; RESTORATION OF MAIDEN NAME**

(a) A Decree of Dissolution of Marriage or of Legal Separation is final when entered, subject to the right of appeal. An appeal from the Decree of Dissolution that does not challenge the finding that the marriage is irretrievably broken does not delay the finality of that provision of the decree which dissolves the marriage beyond the time for appealing from that provision, and either of the parties may remarry pending appeal. An order directing payment of money for support or maintenance of the spouse or the minor child or children, shall not be suspended or the execution thereof stayed pending the appeal.

(b) The Court may upon hearing within six months after the entry of a Decree of Legal Separation, convert the decree to a Decree of Dissolution of Marriage.

(c) The Court shall upon motion of either party after expiration of six months from the entry of a legal separation, convert the decree to a Decree of Dissolution of Marriage. (d) Upon request by a wife whose marriage is dissolved or declared invalid, the Court shall order her maiden name or a former name restored.

**SECTION 127.17 INDEPENDENCE OF PROVISIONS OF DECREE OR TEMPORARY ORDER**

If a party fails to comply with a provision of Decree or Temporary order or injunction, the obligation of the other party to make payments for support or maintenance or to permit visitation is not suspended, but he/she may move the Court to grant an appropriate order.

**SECTION 127.18 - MODIFICATION AND TERMINATION OF PROVISIONS FOR MAINTENANCE, SUPPORT AND PROPERTY DISPOSITION**

(a) Except as otherwise provided in subsection “E” of Section 127.07 the provisions of any decree respecting maintenance or support may be modified only as to installments accruing subsequent to the motion for modification and only upon a showing of changed circumstances which are substantial and continuing. The provisions as to property disposition may not be revoked or modified, unless the Court find the existence of conditions that justify the reopening of a judgment

under the laws of this Community. (b) Unless otherwise agreed in writing or expressly provided in the decree, the obligation to pay future maintenance is terminated upon the death of either party or the remarriage of the party receiving maintenance.
(c) Unless otherwise agreed in writing or expressly provided in the decree, provisions for the support of the minor child are not terminated by the death of a parent obligated to support the child. When a parent obligated to pay support dies, the amount of support may be modified, revoked or commuted to a lump sum payment to the extent just and appropriate in the circumstances.

**SECTION 127.19 - JURISDICTION; COMMENCEMENT OF PROCEEDINGS**

(a) The Al'Maurii Khan Tribal Court is vested with jurisdiction to child custody matters by initial determination or by modification of the decree, if:
(1) Within Moorish dominions is the domicile of the child at the time of commencement of the proceeding, or had been the child's domicile within six months before commencement of the proceeding and the child is absent from these dominions because of his/her removal or retention by a person claiming his/her custody or for any other reason, and a parent or person acting as parent continues to live in this/her Community; or
(2) It is in the best interest of the child that this Court assume jurisdiction because the child and his/her parents, or the child and at least one contestant, have a significant connection with this Community, and there is available in this/her Community substantial evidence concerning the child's present or future care, protection, training and personal relationships; or
(3) The child is physically present on the land or reservation belonging to Al'Maurii Khan Tribal Nation and has been a Tribal National or it is necessary in an emergency to protect him because he has been subjected to or threatened with mistreatment or abuse or is neglected or dependent; or
(4) No other Court outside this Reservation has jurisdiction under prerequisites substantially in accordance with Paragraph 1, 2, or 3, or another jurisdiction has declined to exercise its jurisdiction on the ground that this Court is the more appropriate forum to determine custody of the child, and it is in his/her best interest that this/her Court assume jurisdiction
(b) Except under Paragraphs 3 and 4 of Subsection 127.19, physical presence on the land or reservation belonging to Al'Maurii Khan Tribal Nation of the child or of the child and one of the contestants, is not alone sufficient to confer jurisdiction on a Court of the Community to make a child custody determination.
(c) Physical presence of the child, while desirable, is not a prerequisite for jurisdiction to determine his/her custody.
(d) A child custody proceeding is commenced in the Tribal Court:
(1) By a parent, by filing a Petition:
(a) For the dissolution or legal separation; or
(b) For custody of the child; or
(2) By a person other than a parent, by filing a Petition for custody of the child, but only if he/she is not in the physical custody of one of his/her parents.
(a) For the dissolution or legal separation; or
(b) For custody of the child; or
(e) Notice of a child custody proceeding shall be given to the child's parent, guardian, and custodian, who may appear, be heard, and file a responsive pleading. The Court, upon a showing of good cause, may permit intervention of other interested parties.

**SECTION 127.20 - BEST INTEREST OF CHILD; MODIFICATION OF DECREE; FEES**

(a) The Court shall determine custody, either originally or upon petition for modification, in accordance with the best interests of the child. The Court may consider all relevant factors, including:

(1) The wishes of the child's parent or parents as to his/her custody.

(2) The wishes of the child as to his/her custodian.

(3) The interaction and inter-relationship of the child with his/her parent or parents, his/her siblings, and any other person who may significantly affect the child's best interest.

(4) The child's adjustment to his/her home, school and community.

(5) The mental and physical health of all individuals involved.

(b) No motion to modify a custody decree may be made earlier than one year after its date, unless the Court permits it to be made on the basis of affidavit that there is reason to believe the child's a present environment may endanger seriously his/her physical, mental, moral or emotional health.

(c) Fees of attorneys or lay advocate and costs shall be assessed against a party seeking modification if the Court finds that the modification action is pursued in bad faith and/or constitutes harassment.

**SECTION 127.21 - TEMPORARY ORDERS**

(a) A party to a custody proceeding may move for a temporary custody order. This motion must be supported by pleadings as provided in Section 127.06. The Court may award temporary custody under the standards of Section 127.11 after a hearing, or, if there is no objection, solely on the basis of the pleadings.

(b) If a proceeding for dissolution of marriage or legal separation is dismissed, any temporary custody order is vacated unless a parent or the child's custodian moves that the proceeding continue as a child welfare matter consistent with the Al'Maurii Khan Tribal Code and, after a hearing, that the circumstances of the parents and the best interests of the child require that a placement order is issued.

(c) If a placement proceeding commenced in the absence of a petition for dissolution of marriage or legal separation is dismissed, any temporary custody order thereby is vacated.

**SECTION 127.22 - INTERVIEWS BY COURT: PROFESSIONAL ASSISTANCE.**

(a) The Court may interview the child in chambers to ascertain the child's wishes as to his/her custodian and as to visitation.

(b) The Court may seek the advice of professional personnel, whether or not employed by the Court on a regular basis. The advice given shall be in writing and shall be made available by the Court to counsel, upon request, under such terms as the Court determines. Counsel may examine as a witness any professional personnel consulted by the Court, unless such right is waived.

**SECTION 127.23 - INVESTIGATIONS AND REPORTS.**

(a) In contested custody proceedings, and in other custody proceedings if a parent or the child's custodian so requests, the Court may order an investigation and report concerning custodial arrangements for the child. The investigation and report may be made by a social service agency, the staff of the juvenile court or any other person or agency appointed by the Court.

(b) In preparing his/her report concerning a child, the investigator may consult any person who may have information about the child or potential custodial arrangements.

(c) The Court shall mail the investigator's report to counsel of the parties at least ten days prior to the hearing, unless otherwise ordered by the Court. The investigator shall make available to counsel of the parties the names and addresses of all persons whom the investigator has consulted. Any party to the proceedings may call for examination of the investigator and any person whom he/she has consulted.

**SECTION 127.24 - CUSTODY HEARINGS: PRIORITY; COSTS; RECORD.**

(a) Custody proceedings shall receive priority in being set for hearing.

(b) The Court may impose as costs to the parties, the payment of necessary travel and other expenses incurred by any person whose presence at the hearing the Court deems necessary to determine the best interest of the child.

(c) The Court shall determine questions of law and fact. It if finds that public hearing may be detrimental to the child's best interest, the Court may exclude the public from a custody hearing, but may admit any person who has a direct and legitimate interest in the work of the Court.

(d) If the Court finds that to protect the child's welfare, the record of any interview, report, investigation, or testimony in a custody proceeding should be kept secret, the Court may then make an appropriate order sealing the record.

**SECTION 127.25 - VISITATION RIGHTS; EXCEPTION.**

(a) A parent not granted custody of the child is entitled to reasonable visitation rights unless the Court finds, after a hearing, that visitation would endanger seriously the child's physical, mental, moral or emotional health.

(b) The Court may modify an order granting or denying visitation rights whenever modification would serve the best interest of the child, but the court shall not restrict a parent's visitation rights unless it finds that the visitation would endanger seriously the child's physical, mental moral or emotional health.

**SECTION 127.26 - JUDICIAL SUPERVISION.**

(a) Except as otherwise agreed by the parties in writing at the time of the custody decree, the custodian may determine the child's upbringing including his/her education, health, care and religious training, unless, upon motion by the noncustodial parent, the Court, after hearing, finds that in the absence of specific limitation of the custodian's authority, the child's physical health would be endangered or his/her emotional development significantly impaired.

(b) If both parents or all contestants agree to the order, or if the Court finds that the child's physical health would be endangered or his/her emotional development significantly impaired, the Court may order a social service agency to exercise continuing supervision over the case to assure that the custodial or visitation terms of the decree are carried out.

**SECTION 127.27 - AFFIDAVIT; CONTENTS**

A party seeking a temporary custody order or modification of a custody decree shall submit an affidavit or verified petition setting forth detailed facts supporting the requested order or modification and shall give notice, together with a copy of his/her affidavit, or verified petition to other parties to the proceeding, who may file opposing affidavits. The Court shall deny the motion unless it finds that adequate cause for hearing the motion is established by the pleadings, in which case it shall set a date for hearing on why the requested order of modification should not be granted.

**SECTION 127.28 - INVESTIGATIONS**

If deemed necessary, by the Court, the Chief Judge of the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER shall appoint a Special Master or other person to carry out the following duties:

(1) Investigate the facts upon which to base warrants, subpoenas, or orders in actions or proceedings filed in or transferred to the conciliation division pursuant to the chapter.

(2) Bold conciliation conferences with parties to proceedings under this/her chapter and report the results of such proceedings to the Judge of the Tribal Court.

**SECTION 127.29 - SUBSEQUENT PETITION FILED WITHIN ONE YEAR**

Once a petition by either or both of the spouses has been filed pursuant to this chapter, the filing of any subsequent petition under such section within one year thereafter by either or both of the spouses shall not stay any action for dissolution of marriage or legal separation then pending, nor prohibit the filing of such action by either party. The filing of a subsequent petition by either or both of the spouses more than one year after the filing of any previous petition with such effect shall have the same effect toward staying any domestic relations action then pending and toward prohibiting the filing of any such action as provided in this chapter.

# CHAPTER 128 ADULT GUARDIANSHIP CODE

**SECTION 128.01 JURISDICTION IN TRIBAL COURT.**

Pursuant to the Al'Maurii Khan Tribal Constitution, Article VI Sections 1 (j) and (q), the tribal court shall have jurisdiction over petitions for adult guardianship. A guardianship of the estate of an adult person, once granted, shall extend to wherever any of his or her assets, whatever the nature, are located.

**SECTION 128.02 VOLUNTARY PROCEEDINGS; CONSERVATORS**

(1) Any adult member who believes that he or she is unable to properly manage his or her property or income may voluntarily apply to the tribal court for appointment of a conservator of the estate. Upon receipt of the application the court shall fix a time and place for hearing the application and direct to whom and in what manner notice of the hearing shall be given.

(2) At the time of such hearing the applicant shall be personally examined and if the court is satisfied that the applicant desires a conservator and that the fiduciary nominated is suitable, the court may appoint the nominee as conservator and issue letters of conservatorship to the nominee upon the filing of a bond in the amount fixed by the court.

(3) A conservator shall have all the powers and duties of a guardian of the property of an incompetent person. The conservator*s powers shall cease upon being removed by the court or upon death of the person whose estate is being conserved.

(4) Any person whose estate is under conservatorship may apply to the court at any time for termination thereof. Upon such application, the court shall fix a time and place for hearing and direct that 10 days* notice by mail be given to the person's guardian, if any, the conservator and the presumptive heirs of the applicant. Upon such hearing, the court shall, unless it is clearly shown that the applicant is incompetent, remove the conservator and order the property restored to the applicant, or if the applicant so desires and the nominee is suitable, the court may appoint a successor conservator.

(5) If the court shall upon such hearing determine that the person whose estate is administered by a conservator may be incapable of handling his or her estate, the court shall order the conservatorship continued, or if the applicant so desires and the nominee is suitable, the court may appoint a successor conservator.

(6) Appointment of a conservator shall not be evidence of the competency or incompetency of the person whose estate is being administered.
(7) If an application for conservatorship is filed, the fee, to be determined by the court, shall be paid at the time of the filing of the inventory or other documents setting forth the value of the estate.

**SECTION 128.03 INCOMPETENCY; APPOINTMENT OF GUARDIAN**

(1) Whenever it is proposed to appoint a guardian on the ground of incompetency a licensed physician or licensed psychologist, or both, shall furnish a written statement concerning the, mental condition of the proposed ward, based upon examination. A copy of the statement shall be provided to the proposed ward, guardian ad litem and attorney. The person shall also be informed that he or she has a right to remain silent and that the examiner is required to report to the court even if the person remains silent. The issuance of such a warning to the person prior to each examination establishes a presumption that the person understands that he or she need not speak to the examiner.
(2) (a) 1. The proposed ward has the right to counsel whether or not present at the hearing on determination of competency. The court shall in all cases require the appointment of a guardian ad litem or if, at least 72 hours before the hearing, the alleged incompetent requests; the guardian ad litem or any other person states that the alleged incompetent is opposed to the guardianship petition; or the court determines that the interests of justice require it. The proposed ward has the right to a trial by a jury if demanded by the proposed ward, attorney or guardian ad litem, except if notice of the time set for the hearing has previously been provided to the proposed ward and his or her counsel, a jury trial is deemed waived unless demanded at least 48 hours prior to the time set for the hearing. The number of jurors shall be six in number. The proposed ward, attorney or guardian ad litem shall have the right to present and cross-examine witnesses, including the physician or psychologist reporting to the court under sub.( 1). The attorney or guardian ad litem for the proposed ward shall be provided with a copy of the report of the physician or psychologist at least 48 hours in advance of the hearing. Any final decision of the court is subject to the right of appeal.
2. If the person requests but is unable to obtain legal counsel, the court shall appoint legal counsel.
3. If the person is indigent, the tribe shall be liable for any fees due the guardian ad litem and counsel.
(b) If requested by the proposed ward or anyone on the proposed ward*s behalf, the proposed ward has the right at his or her own expense, or if indigent at the expense of the tribe to secure an independent medical or psychological examination relevant to the issue involved in any hearing under this chapter, and to present a report of this independent evaluation or the evaluator*s personal testimony as evidence at the hearing. (c) The hearing on a petition which contains allegations that the person is refusing psychotropic drugs shall be held within 30 days after the date of filing of the petition, except that if a jury trial demand is filed the hearing shall be held within either 30 days after the date of filing of the petition or 14 days after the date of the demand for a jury trial, whichever is later. A finding by the court that there is probable cause to believe that the person is a proper subject for guardianship has the effect of filing a petition. (d) Every hearing on a petition shall be open, unless the proposed ward or his or her attorney acting with the proposed ward*s consent moves that it be closed. If the hearing is closed, only persons in interest, including representatives of providers of service and their attorneys and witnesses, may be present.

(3) In a finding of limited incompetency, guardianship of the person shall be limited in accordance with the order of the court accompanying the finding of incompetence. If the proposed incompetent has executed a power of attorney for health care the court shall give consideration to the appointment of the health care agent for the individual as the individual*s guardian. The court shall make a specific finding as to which legal rights the person is competent to exercise. Such rights include but are not limited to the right to vote, to marry, to obtain a Tribal
Conveyance operator's license or other state license, to hold or convey property and the right to contract. The findings of incompetence must be based upon clear and convincing evidence. The court shall determine if additional medical or psychological testimony is necessary for the court to make an informed decision respecting competency to exercise legal rights. The guardian, ward or any interested person may at any time file a petition with the court requesting a restoration of any such legal right, and specifying the reasons therefor. Such petition may request that a guardianship of the person be terminated and a guardianship of property be established.

(4) When it appears by clear and convincing evidence that the person is incompetent, the court shall appoint a guardian.

(5) (a) If the court finds by clear and convincing evidence that the person is not competent to refuse psychotropic medication and the allegations are proven, the court shall appoint a guardian to consent to or refuse psychotropic medication on behalf of the person as provided in the court order under par.(b).

(b) In any case where the court finds that the person is not competent to refuse psychotropic medication and appoints a guardian to consent to or refuse psychotropic medication on behalf of the person, the court shall do all of the following:

1. Order the appropriate mental health professional to develop or furnish, to provide to the ward, and to submit to the court, a treatment plan specifying the protective services, including psychotropic medication as ordered by the treating physician, that the proposed ward should receive.
2. Review the plan submitted by the mental health professional and approve, disapprove or modify the plan.
3. If the court modifies the treatment plan under sub. 2., the court shall order the mental health professional to provide the modified treatment plan to the ward.
4. If the court modifies the treatment plan under sub 2., the court shall order the appropriate mental health professional to provide the modified treatment plan to the ward.
5. Order protective services.
6. Order the appropriate mental health professional to ensure that protective services, including psychotropic medication, are provided in accordance with the approved treatment plan.

(6) If a person substantially fails to comply with the administration of psychotropic medication, if any, ordered under the approved treatment plan under sub. 5., the court may authorize the person's guardian to consent to forcible administration of psychotropic medication to the person, if all of the following occur before the administration: (a) The Tribal Attorney or the person's guardian files with the court a joint statement by the guardian and the director or the designee of the director of the treatment facility that is serving the person or a designated mental health professional stating that the person has substantially failed to comply. The statement shall be sworn to be true and may be based on the information and beliefs of the individuals filing the statement.

(b) Upon receipt of the joint statement of noncompliance, if the court finds by clear and convincing evidence that the person has substantially failed to comply with the administration of psychotropic medication under the treatment plan, the court may do all of the following:

1. Authorize the person's guardian to consent to forcible administration by the treatment facility to the person, on an outpatient basis, of psychotropic medication ordered under the treatment plan.

2. If the guardian consents to forcible administration of psychotropic medication as specified in sub. 1, authorize the sheriff or other law enforcement agency, in the county in which the person is found or in which it is believed that the person may be present, to take charge of and transport the person, for outpatient treatment, to an appropriate treatment facility.

(c) If the court authorizes the tribal police or other law enforcement agency to take charge of and transport the person as specified in par. (b) 2., a staff member of the of the treatment facility, tribal police department or other law enforcement official shall, if feasible, accompany the tribal police or other law enforcement agency officer and shall attempt to convince the person to comply voluntarily with the administration of psychotropic medication under the treatment plan.

(7) In appointing a guardian, the court shall take into consideration the opinions of the alleged incompetent and of the members of the family as to what is in the best interests of the proposed incompetent. However, the best interests of the proposed incompetent shall control in making the determination when the opinions of the family are in conflict with the clearly appropriate decision. The court shall also consider potential conflicts of interest resulting from the prospective guardian's employment or other potential conflicts of interest. If the proposed incompetent has executed a power of attorney for health care the court shall give consideration to the appointment of the health care agent for the individual as the individual*s guardian.

(8) All court records pertinent to the finding of incompetency are closed but subject to access as determined by the court. The fact that a person has been found incompetent is accessible to any person who demonstrates to the court a need for that information.

(9) A finding of incompetency and appointment of a guardian under this subchapter is not grounds for involuntary protective placement.

**SECTION 128.04 NOMINATION; SELECTION OF GUARDIANS.**

The court shall consider nominations made by any interested person and, in its discretion, shall appoint a proper guardian, having due regard for the following:

(a) Ability to properly care for ward.

(b) Knowledge and capacity to manage assets taking into account the scope of ward's estate.

**SECTION 128.05 GUARDIAN AD LITEM IN INCOMPETENCY CASES.**

(1) Appointment. The court shall appoint a guardian ad litem whenever it is proposed that the court appoint a guardian on the ground of incompetency, protectively place a person or order protective services.

(2) Qualifications. The guardian ad litem shall be admitted to practice by the Al'Maurii Khan Tribal Court. No person who is an interested party in a proceeding, appears as counsel in a proceeding on behalf of any party or is a relative or representative of an interested party may be appointed guardian ad litem in that proceeding.

(3) Responsibilities. The guardian ad litem shall be an advocate for the best interests of the proposed ward or alleged incompetent as to guardianship, protective placement and protective services. The guardian ad litem shall function independently, in the same manner as an attorney for a party to the action, and shall consider, but shall not be bound by, the wishes of the

proposed ward or alleged incompetent or the positions of others as to the best interests of the proposed ward or alleged incompetent. The guardian ad litem has none of the rights or duties of a general guardian.

(4) General duties. A guardian ad litem shall do all of the following:

(a) Interview the proposed ward or alleged incompetent and explain the applicable hearing procedure, the right to counsel and the right to request or continue a limited guardianship.

(b) Advise the proposed ward or alleged incompetent, both orally and in writing, of that person's rights to a jury trial, to an appeal, to counsel and to an independent medical or psychological examination on the issue of competency, at the Tribe's expense if the person is indigent.

(c) Request that the court order additional medical, psychological or other evaluation, if necessary.

(d) If applicable, inform the court that the proposed ward or alleged incompetent objects to a finding of incompetency, the present or proposed placement or the recommendation of the guardian ad litem as to the proposed ward*s or alleged incompetent*s best interests or that the proposed ward's or alleged incompetent*s position on these matters is ambiguous.

(e) Present evidence concerning the best interests of the proposed ward or alleged incompetent, if necessary.

(f) Report to the court on any other relevant matter that the court requests.

(5) Duties in reviews. In any review of a protective placement or of a protective service order the guardian ad litem shall do all of the following:

(a) Interview the ward to explain the review procedure, the right to an independent evaluation, the right to counsel and the right to a hearing.

(b) Provide the information under par.(a)., to the ward in writing.

(c) Secure an additional evaluation of the ward, if necessary.

(d) Review the annual report and relevant reports on the ward*s condition and placement.

(e) Review the ward*s condition, placement and rights with the guardian. (f) If relevant, report to the court that the ward objects to the finding of continuing incompetency, the present or proposed placement, the position of the guardian or the recommendation of the guardian ad litem as to the best interests of the ward or if there is ambiguity about the ward*s position on these matters.

(g) If relevant, report to the court that the ward requests the appointment of counsel or an adversary hearing.

(6) Communication to a jury. In jury trials the court or guardian ad litem may tell the jury that the guardian ad litem represents the interests of the proposed ward or alleged incompetent.

(7) Termination and extension of appointment. The appointment of a guardian ad litem under sub. (1) terminates upon the entry of the court*s final order or upon the termination of any appeal in which the guardian ad litem participates, even if counsel has been appointed for the proposed ward or alleged incompetent. The court may extend that appointment, or reappoint a guardian ad litem whose appointment under this section has terminated, by an order specifying the scope of responsibilities of the guardian ad litem. At any time, the guardian ad litem, any party or the person for whom the appointment is made may request that the court terminate any extension or reappointment. The guardian ad litem may appeal, may participate in an appeal or may do neither. If an appeal is taken by any party and the guardian ad litem chooses not to participate in that appeal, he or she shall file with the appellate court a statement of reasons for not participating. Irrespective of the guardian ad litem*s decision not to participate in an appeal, the appellate court may order the guardian ad litem to participate in the appeal.

(8) Compensation. On order of the court, the guardian ad litem appointed under this chapter shall be allowed reasonable compensation to be paid by the person whom the guardian ad litem is appointed for unless the court otherwise directs.

**SECTION 128.06 DURATION OF GUARDIANSHIP; REVIEW.**

(1) Any guardianship of an individual found to be incompetent under this chapter shall continue during the life of the incompetent, or until terminated by the court. The court shall make a specific finding of any rights which the individual is competent to exercise at the time.

(2) The court shall review and may terminate the guardianship of the person of an incompetent upon marriage to any person who is not subject to a guardianship.

(3) A ward, any interested person on the ward*s behalf, or the ward*s guardian may petition the court to have the guardian discharged and a new guardian appointed, or to have the guardian of the ward's property designated as a limited guardian.

(4) A ward, any interested person acting on the ward's behalf, or the ward's guardian may petition for a review of incompetency. Upon such a petition for review, the court shall conduct a hearing at which the ward shall be present and shall have the right to a jury trial, if demanded. The ward shall also have the right to counsel and the court shall appoint counsel if the ward is unable to obtain counsel. If the ward is indigent, counsel shall be provided at the expense of the tribe.

(5) After a hearing under sub. (4) or on its own motion, a court may terminate or modify a guardianship of an incompetent.

(6)(a) If the court appoints a guardian under this chapter the court shall do all of the following:

1. Order the tribe*s social services department to review, at least once every 12 months from the date of the appointment, the status of the person and file a written evaluation with the court, the person and the person*s guardian. Guardianship and protective services orders for psychotropic medication shall be reviewed annually. The evaluation shall include a description of facts and circumstances that indicate whether there is a substantial likelihood that the person could function at a reasonable level if protective services, including psychotropic medication, were withdrawn. The evaluation shall also include recommendations for discharge or changes in the treatment plan or services, if appropriate.

2. Annually, appoint a guardian ad litem to meet with the person and to review the evaluations under sub.10. The guardian ad litem shall inform the person and the guardian of all of the following:

a. The person*s right to representation by full legal counsel under par. (b).

b. The right to an independent evaluation under par. (d). of the person*s need for a guardian for the purpose of consenting to or refusing psychotropic medication and the need for and appropriateness of the current treatment or services.

c. The right to a hearing under par. (e) on the need for a guardian for the purpose of consenting to or refusing protective services, including psychotropic medication, and the need for and appropriateness of the current treatment or services.

(b) The court shall ensure that the person is represented by full legal counsel if requested by the person, the guardian or the guardian ad litem.

(c) The guardian ad litem shall file with the court a written report stating the guardian ad litem's conclusions with respect to all of the following:

1. Whether an independent evaluation should be conducted under par.(d).

2. Whether the person continues to be a proper subject for guardianship because the person is not competent to refuse psychotropic medication and/or protective services.

3. Whether a change in the treatment plan or protective services, including psychotropic medication, is warranted.
4. Whether the person or the guardian requests a change in status, treatment plan or protective services.
5. Whether a hearing should be held on the continued need for guardianship because a person is not competent to refuse psychotropic medication and/or protective services. (d) Following review of the evaluation under par. (a) 1., and the guardian ad litem*s report under par.(c)., the court shall order an independent evaluation of the person's need for continued guardianship and protective services or the appropriateness of the treatment plan or protective services, if requested by the person, the guardian or the guardian ad litem or if the court determines that an independent evaluation is necessary.

(e) The court shall order a hearing under this subsection upon request of the person, the guardian, the guardian ad litem or any interested person. The court may hold a hearing under this subsection on its own motion.

(f) The court shall do one of the following after holding a hearing under this subsection or, if no hearing is held, after reviewing the guardian ad litem's report and other information filed with the court:

1. Order continuation of the guardianship without modification. The standard for continuation of protective services, including psychotropic medication, is a substantial likelihood, based on the person*s treatment record, that the person could function at a reasonable level if protective services, including psychotropic medication, were withdrawn.
2. Order continuation of the guardianship with modification of the protective services order.
3. Terminate the guardianship and protective services order. A guardian of the estate appointed under this chapter for a married person may exercise with the approval of the court, except as limited under Section 128.13 any management and control right over the marital property or property other than marital property and any right in the business affairs which the married person could otherwise exercise if the person were not determined to be a proper subject for guardianship. Under this section, a guardian may consent to act together in or join in any transaction for which consent or joinder of both spouses is required or may execute a marital property agreement with the other spouse, but may not make amend or revoke a will.
4. General duties. The guardian of the estate shall take possession of all of the ward's real and personal property, and of rents, income, issues and benefits therefrom, whether accruing before or after the guardian*s appointment, and of the proceeds arising from the sale, mortgage, lease or exchange thereof subject to such possession the title of all such estate and to the increment and proceeds thereof shall be in the ward and not in the guardian. It is the duty of the guardian of the estate to protect and preserve it, to retain, sell and invest it as hereinafter provided, to account for it faithfully, to perform all other duties required of the guardian by law and at the termination of the guardianship to deliver the assets of the ward to the persons entitled thereto.
5. Retention of assets.

a. The guardian of the estate may, without the approval of the court, retain any real or personal property possessed by the ward at the time of appointment of the guardian or subsequently acquired by the ward by gift or inheritance so long as such retention constitutes the exercise of the judgment and care tinder the circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not in regard to speculation but

in regard to the permanent disposition of their funds, considering the probable income as well as the probable safety of their capital.

b. The guardian of the estate may, with the approval of the court, after such notice as the court directs, retain any real or personal property possessed by the ward at the time of the appointment of the guardian or subsequently acquired by the ward by gift or inheritance for such period of time as shall be designated in the order of the court.

6. Continuation of business. In all cases where the court deems it advantageous to continue the business of a ward, such business may be continued by the guardian of the estate on such terms and conditions as may be specified in the order of the court.

7. Investments

a. The guardian of the estate may, without approval of the court, invest and reinvest the proceeds of sale of any guardianship assets and any other moneys in the guardian's possession in accordance with local laws of united States, if applicable:

b. The guardian of the estate may, with the approval of the court, after such notice as the court directs, invest the proceeds of sale of any guardianship assets and any other moneys in the guardian's possession in such real or personal property as the court determines to be in the best interests of the guardianship estate, without regard to local laws.

(c) No guardian shall lend guardianship funds to himself or herself.

8. Sales and other dispositions.

a. The guardian of the estate may, without approval of the court, sell any property of the guardianship estate acquired by the guardian pursuant to sub.(4).,

b. The court, on the application of the guardian of the estate or of any other person interested in the estate of any ward, after such notice if any, as the court directs, may authorize or require the guardian to sell, mortgage, pledge, lease or exchange any property of the guardianship estate upon such terms as the court may order, for the purpose of paying the ward*s debts, providing for the ward's care, maintenance and education and the care, maintenance and education of the ward's dependents, investing the proceeds or for any other purpose which is in the best interest of the ward.

c. No guardian shall purchase property of the ward, unless sold at public sale with the approval of the court, and then only if the guardian is a spouse, parent, child, brother or sister of the ward or is a cotenant with the ward in the property.

**SECTION 128.07 FRAUD, WASTE, MISMANAGEMENT.**

If the tribal court has reason to believe that any guardian within its jurisdiction has filed false inventory, claims property or permits others to claim and retain property belonging to the estate which he or she represents, is guilty of waste or mismanagement of the estate or is unfit for the proper performance of duties, the court shall appoint a guardian ad litem thus any minor or incompetent person interested and shall order the guardian to file the account. If upon the examination of the account the court deems it necessary to proceed further, a time and place for the adjustment and settlement of the account shall be fixed by the court, and at least 10 days notice shall he given to the guardian ad litem and to all persons interested. If upon the adjustment of the account, the court is of the opinion that the interests of the estate and of the persons interested require it, the guardian may be removed and another appointed.

**SECTION 128.08 CLAIMS.**

(1) Payment. Every general guardian shall pay the just debts of the ward out of the ward's personal estate and the income of the ward's real estate, if sufficient, and if not, then out of the

ward's real estate upon selling the same as provided by law. But a temporary guardian shall pay the debts of his or her ward only on order of the court.

(2) Proceedings to adjust claims. The guardian or a creditor of any ward may apply to the court for adjustment of claims against the ward incurred prior to entry of the order appointing the guardian or the filing of a lis pendens as provided in Section 128.13. The court shall by order fix the time and place it will adjust claims and the time within which all claims must be presented or be barred. Notice of the time and place so fixed and limited shall be given by publication. After the court has made the order no action or proceeding may be commenced or maintained in any court against the ward upon any claim of which the tribal court has jurisdiction.

**SECTION 128.09 ACTIONS.**

The guardian shall settle all accounts of the ward and may demand, sue for, collect and receive all debts and claims for damages due him or her, or may, with the approval of the tribal court, compound and discharge the same, and shall appear for and represent his or her ward in all actions and proceedings except where another person is appointed for that purpose.

**SECTION 128.10 COMPENSATION ALLOWED FROM ESTATE.**

Fees and expenses of guardian. Every guardian shall be allowed the amount of the guardian's reasonable expenses incurred in the execution of the guardian's trust including necessary compensation paid to attorneys, accountants, brokers and other agents and servants. The guardian shall also have such compensation for the guardian's services as the court, in which the guardian's accounts are settled, deems to be just and reasonable.

**SECTION 128.11 ACCOUNTING.**

(1) Annual reports. Every guardian, except a corporate guardian, shall, prior to April 15 of each year, file an account under oath specifying the amount of property received and held or invested by the guardian, the nature and manner of the investment, and the guardian*s receipts and expenditures during the preceding calendar year. When ordered by the court, the guardian shall within 30 days render and file a like account for any shorter term. In lieu of the filing of these accounts before April 15 of each year, the court may, by appropriate order upon motion of the guardian, direct the guardian of an estate to thereafter render and file the annual accountings within 60 days after the anniversary date of the guardian's qualification as guardian, with the accounting period from the anniversary date of qualification to the ensuing annual anniversary date. The guardian shall also report any change in the status of the surety upon the guardian's bond. (2) Display of assets. Upon rendering the account the guardian shall produce for examination by the court, or some person satisfactory to the court, all securities, evidences of deposit and investments reported, which shall be described in the account in sufficient detail so that they may be readily identified. It shall be ascertained whether the securities, evidences of deposit and investments correspond with the account.

(3) Small estates. When the whole estate of a ward or of several wards jointly, under the same guardianship, does not exceed $1,000 in value, the guardian shall be required to render account only upon the termination of the guardian*s guardianship, unless otherwise ordered by the court.

(4) Examination of accounts. The account shall be promptly examined under the court's direction and if it is not satisfactory it shall be examined on 8 days* notice and the court shall make such order thereon as justice requires. Notice to the guardian may be served personally or by certified mail as the court directs. When the examination of a guardian*s account is upon notice a guardian ad litem of the ward maybe appointed.

(5) Notice. No action by the court upon any account shall be final unless it is upon notice.

**SECTION 128.12 PETITION FOR PLACEMENT OF ASSETS IN TRUST.**

Upon petition by the guardian, a parent, the spouse, any issue or next of kin of any person, assets of the person may, in the discretion of the court and upon its order, after such notice as the court may require, be transferred to the trustee or trustees of an existing revocable living trust created by the person for the benefit of himself or herself and those dependent upon the person for support, or to the trustee or trustees of a trust created for the exclusive benefit of the person.

**SECTION 128.13 APPLICATION FOR LIMITED GUARDIANSHIP OF PROPERTY.**

(1) An incompetent person who is 18 years of age or older, a guardian or any person authorized to petition for guardianship of a person may apply to a court for a limited guardianship of property. Consonant with the least restrictive limitation of rights, when the person demonstrates to the satisfaction of the court that the person is capable of managing in whole or in part the person's wages, earnings, income or assets, the court may appoint a limited guardian of such person's property, or in the event one person is appointed or serving as both guardian of the person and of the property of such person, a guardian of the person with limited powers as guardian of the property. Such limited guardianship shall be used until the person has established himself or herself as reasonably capable of managing personal affairs without supervision.

(2) A limited guardian of the property shall receive, manage, disburse and account for all property, both real and personal, of the person not resulting from wages or earnings.

(3) Unless otherwise specified by the court, the person of 18 years of age or over for whom a limited guardian of the property has been appointed shall have the right to: (a) Receive and expend any and all wages or other earnings from the person's employment; and

(b) Contract and legally bind himself or herself for any sum of money not exceeding $300 or one month's wages or earnings, whichever is greater.

(4) Notwithstanding sub, (3), the court may place such other limitations upon the rights of a person subject to limited guardianship of property under this section as it determines are in the best interests of the person.

(5) The appointment of a limited guardian of property shall have no bearing on any of the rights specified in Section 128.03(3) except upon specific finding of the court based upon clear and convincing evidence of the need for such limitations. In no event shall the appointment of a limited guardian constitute evidence of or a presumption as to the incompetence of the ward in any area not mentioned in the court order.

**SECTION 128.14 GUARDIAN OF THE PERSON OF INCOMPETENT.**

(1) A guardian of the person of an incompetent, upon order of the court, may have custody of the person, may receive all notices on behalf of the person and may act in all proceedings as an advocate of the person, but may not have the power to bind the ward or the ward's property, or to represent the ward in any legal proceedings pertaining to the property, unless the guardian of the person is also the guardian of the property. A guardian of the person of an incompetent or a temporary guardian of the person of an incompetent may not make a permanent protective placement of the ward unless ordered by a court but may admit a ward to certain residential facilities or make an emergency protective placement under. The guardian of the person has the power to apply for placement and for commitment under Florida Statute Section 51.20 or 51.45(13) or applicable law.

(2) A guardian of the person shall endeavor to secure necessary care, services or appropriate protective placement on behalf of the ward.

(3) A guardian of the person of an incompetent appointed under this chapter shall make an annual report on the condition of the ward to the court. The report shall include, but not be limited to, the location of the ward, the health condition of the ward, any recommendations regarding the ward and a statement of whether or not the ward is living in the least restrictive environment consistent with the needs of the ward.

**SECTION 128.15 BONDS.**

The court in its discretion may require that a guardian post a bond.

**SECTION 128.16 GUARDIANSHIP OF PERSON; EXEMPTION FROM CIVIL LIABILITY.**

Any guardian of the person is immune from civil liability for his or her acts or omissions in performing the duties of the guardianship if he or she performs the duties in good faith, in the best interests of the ward and with the degree of diligence and prudence that an ordinarily prudent person exercises in his or her own affairs.

# CHAPTER 129 - VISITATION RIGHTS FOR GRANDPARENTS AND OTHERS

**SECTION 129.01 - PURPOSE**

The purpose of this chapter is to preserve the opportunity of children who are members of the Tribe, or eligible for membership in the Tribe, to form and maintain meaningful relationships with grandparents, stepparents, and others who play an important role in their care, development, education, or nurturance.

**SECTION 129.02 - DEFINITIONS**

(a) "Child" means any person under the age of eighteen years who is a member of the Tribe or eligible for membership in the Tribe, whether or not domiciled or resident on the Al'Maurii Khan Tribal lands and or Reservations.

(b) "Court" means the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER

(c) "Tribe" means the Al'Maurii Khan Tribal Nation of the Moors.

**SECTION 129.03 - VISITATION RIGHTS**

Upon petition by a child's grandparent, great-grandparent, stepparent, aunt, uncle, or other person with an interest in the child, except a parent, the Court may order visitation rights with the child.

**SECTION 129.04 - PROCEDURE**

The clerk of court shall schedule a hearing on the petition within 60 days of its filing. A copy of any petition filed under this chapter shall be served on each of the child's parents, and any guardian other than a parent, together with a notice of hearing which specifies that the hearing shall be on the merits of the petition and that the court may make a visitation award at the close of the hearing. A guardian ad litem shall be appointed in all cases upon the filing of a petition under this chapter, unless the visitation order is stipulated to by the petitioner, the child's parents, and any other guardian.

**SECTION 129.05 - STANDARDS**

The Court may order visitation rights if it finds that such an order would be in the best interests of the child. The Court shall take into account following factors:

(a) The family relationship of the petitioner to the child, provided that visitation rights may be awarded notwithstanding the death or termination of parental of either or both of the child's parents.
(b) The length and quality of the relationship of the petitioner with the child. (c) The family relationship, and length and quality of the relationship, between the petitioner and each of the child's parents and any other guardian.
(d) The nature of each of the parent's and other guardian's relationships with the child, and the parents' and guardians' ability to provide appropriate care to the child without visitation by the petitioner.
(e) The relationship between the child's parents, provided that visitation rights may be awarded whether or not the parents' relationship is intact.
(f) The child's wishes, taking into account the age of the child.
(g) The benefits and detriments to the child of awarding visitation rights to the petitioner.
(h) The feasibility of fashioning an award of visitation rights while minimizing interference with the parents' custodial rights.

**SECTION 129.06 - ORDER**

(a) Within 30 days of the hearing, the Court shall grant or deny the petition, or grant the petition conditionally or with such modifications as are in the best interest of the child. All orders shall be in writing and shall specify to the greatest extent practicable the particular rights, if any, that are awarded.
(b) An order may award visitation rights under the circumstances prevailing at the time of the order, and may also award contingent visitation rights under circumstances prevailing at the time of the order, and may also award contingent visitation rights under circumstances that may reasonably be expected to occur at a future time, provided that any such award of contingent rights is review able under sec. 129.08.
(c) Any person served with a copy of a notice and petition under sec. 129.04, and with a copy of an order under this section, shall be required to comply with the terms of the order, and may be proceeded against for contempt of court for any interference therewith.

**SECTION 129.07 - GUARDIAN AD LITEM FEES**

The fees of the guardian ad litem shall be paid by the Court. The Court may order the petitioner, parent, and guardian, or any of them, to contribute to the reimbursement of such fees.

**SECTION 129.08 - MODIFICATIONS**

Any order issued under this chapter may be modified upon motion, notice, and hearing.

# CHAPTER 130 - NAME CHANGES AND NAME CORRECTIONS

**SECTION 130.1**

Any tribal member may petition the Tribal Court to have his or her name changed. A parent or guardian of a child may petition on behalf of the child to have the child's name changed. Both natural parents of the child must be given any opportunity to object to the change of name.

**SECTION 130.2**

If no objections are entered on the record by any interested party and all conditions are fulfilled, the Court must grant the petition for a name change. If any interested person enters an objection and within the Court's discretion to grant or deny the petition for change of name.

**SECTION 130.3**
The petitioner for a change of name must cause a notification of his or her intentions to change name to be published in the Tribal Newsletter for one issue and or with the local press. The notice must state the petitioner's present name and intended name and must state the date and time of the Court hearing and where change will take place, and that any person who objects will have an opportunity to raise his objections at that time.
**SECTION 130.4**
Spiritual Title / Name changes and adoptions shall also have the same protections under the law as any traditional name change whether by tribal court, county court, or any other means recognized by the law as effecting a lawful name change.

# CHAPTER 131 - FOSTER HOME LICENSING

**SECTION 131.01 - PURPOSE**
The purpose of this ordinance is to protect and promote the health, safety, and welfare of children in foster care.
**SECTION 131.02 - EXCEPTIONS TO RULES**
The Tribal Council may make, or may delegate the authority to make, exceptions to any of the rules for licensing foster homes when the Tribal Council is assured that granting such exceptions, or the authority to make exceptions, is not detrimental to the health, safety or welfare of children.
**SECTION 131.03 - DEFINITIONS**
(a) "Child" means a person under 18 years of age.
(b) "Foster Child" means a child placed for care in a home required to be licensed under this chapter.
(c) "Foster Home" means a facility operated by a person or persons required to licensed under this chapter.
(d) "Foster Parent(s)" means a person or persons who operate a facility required to licensed under this chapter.
(e) "Guardian" means a person, appointed by a court, who has the right to make major decisions affecting the child, including the right to consent to marriage, to enlistment in the armed forces, to major surgery and to make recommendations as to adoption. In the absence of an applicable order "guardian" means the child's natural mother and, if the child is a marital child or if paternity has been established, the child's natural father. (f) "Legal Custodian" means a person to whom a court has transferred a child's legal custody who has the right to the care, custody and control of a child and the duty to provide food, clothing, shelter, ordinary medical care, education and discipline for a child. In the absence of any applicable order, "legal custodian" means the child's natural mother and, if the child is a marital child or if paternity has been established, the child's natural father.
(g) "Licensee" means a person licensed under this chapter.
**SECTION 131.04 - RIGHTS OF APPLICANTS AND LICENSEES**
Applicants for license under this Chapter, and licensees shall have the following rights:
(a) The right to make application for license.
(b) The right to be evaluated objectively on the basis of this Chapter.
(c) The right to receive a license if applicant fully satisfies all requirements.
(d) The right to written notice and specification of grounds for revocation of license.
(e) The right to accept children for care if licensed.

(f) The right to refuse to accept children for care at their own discretion.

**SECTION 131.05 - APPLICATION FOR LICENSE**

(a) Any person seeking a license under this chapter shall make application on forms prescribed by the Indian Child Welfare office. Married couples and couples living together but not married shall both be parties to the application. Couples married but not living together shall have their eligibility determined on a case by case basis.

(b) Foster parents wishing to continue to be licensed shall file a new application when:

(1) Their present license will expire within 30-60 days.

(2) They plan to move from the address specified on their present license within 30 days or less.

(3) Their legal status has changed within the last 30 days.

(4) They wish to have the conditions changed that are specified on their present license.

(c) Persons already licensed through Local County and residing on the Al'Maurii Khan Tribal lands or Reservations may submit application to the Al'Maurii Khan Indian Child Welfare office for Tribal Foster Home license. Such applications will be handled the same as license application for renewal of license.

**SECTION 131.06 - AGE OF FOSTER PARENTS**

No applicant(s) may receive a license for the first time when one or both are younger than 21 years of age.

**SECTION 131.07 - PERSONAL QUALIFICATIONS REQUIRED OF FOSTER PARENTS**

(a) Foster parents shall be responsible, mature individuals of reputable character who exercise sound judgment and display the capacity to provide good care for children. They shall give sufficient information to enable the Indian Child Welfare office to verify whether or not they meet these requirements.

(b) A minimum of 25 hours of training and/or meetings approved by the Indian Child Welfare office per licensing period is required of foster parents.

**SECTION 131.08 - HEALTH OF FOSTER FAMILY**

(a) All members of the foster family household shall be in physical and mental health that will not adversely affect the health of children received for foster care, or the quality and manner of their care.

(b) At the time of first application for a license and each licensing period thereafter, foster parents shall authorize their physician, or the Tribal Clinic Family Nurse Practitioner, to submit a statement to Indian Child Welfare certifying that a physical examination was completed and that the foster parents were essentially free from medical conditions which might endanger foster children.

(c) If the Indian Child Welfare office has reason to believe that the physical or mental health of any child or adult member of the foster family household might endanger children in care, the Indian Child Welfare office may require that the foster parents (for themselves or on behalf of their own children) or the adult family members in questions, shall authorize the submitting of a statement from a qualified physician and, if required, a psychiatrist, certifying the condition of the person.

**SECTION 131.09 - FOSTER HOMES GENERAL REQUIREMENTS**

(a) The home shall be so constructed, arranged and maintained as to provide adequately for the health and safety of all occupants. It shall be of size and space, and shall have furnishings and equipment to accommodate comfortably both the family and foster children in their care. The Indian Child Welfare Office may require inspection of the home by fire, health, sanitation or

safety officials when in its judgment such expert opinion is needed to assist the Indian Child Welfare office in making a decision about the safety of the home for the care of foster children.

(b) Potentially dangerous items such as, but not limited to, household poisons, medicines, plastic bags, matches, knives and firearms shall not be kept where they are easily accessible to children.

(c) Foster parents shall provide sufficient drawer and closet space to accommodate each child's clothing, toys, and other belongings.

(d) The home shall have space for indoor play and access to outdoor play space.

**SECTION 131.10 FOSTER HOME-SLEEPING ARRANGEMENTS**

(a) Each foster child shall be provided with a separate bed, except that 2 brothers or 2 sisters may share a double bed. Each bed shall be of size as to insure comfort of the child, shall have suitable springs in good condition, a clean and comfortable mattress with waterproof covering when necessary and provided with suitable bedding adequate for the season.

(b) No foster child 6 years of age or older shall be permitted to share a bedroom with a child of the opposite sex.

(c) Foster children shall not be permitted to sleep in any building, apartment or other structure which is separate from the family home; nor shall any child be permitted to sleep in an unfinished attic, unfinished basement, or in a hall or any other room which is normally used for other than sleeping purposes. For purposes of this Chapter, a basement is a story whose floor line is below grade at any entrance or exit and whose ceiling is not more than 5 feet above grade at any such entrance or exit.

(d) At night a responsible adult shall sleep within call of foster children.

**SECTION 131.11 - SUPERVISION OF CHILDREN**

(a) Child training and discipline shall be handled with kindness and understanding.

(b) No child in care shall be subjected to spanking, unusual, severe or cruel punishment. (c) No child in care shall be subjected to verbal abuse, derogatory remarks about him or herself or members of his or her family, or to threats to expel the child from the foster home.

(d) No child shall be permitted to discipline any other child in care.

(e) No child shall be deprived of meals, mail or family visits as method of discipline.

**SECTION 131.13 - WORK PERFORMED BY CHILDREN**

Children in care shall have opportunities to assume responsibility for household duties or chores appropriate to age, sex, health and ability. Such duties shall not be assigned as punishment, or interfere with school, sleep, recreation, or study.

**SECTION 131.14 - EDUCATION**

Foster parents shall make every reasonable effort to see that children of school age in their care attend school regularly unless otherwise excused by school officials. If the foster parents do encounter problems, they shall contact the Indian Child Welfare office immediately.

**SECTION 131.15 - MORAL, RELIGIOUS AND CULTURAL TRAINING**

Foster parents shall provide for the moral training of children in care and shall make opportunities available to each child in care for religious or cultural education and attendance at services or functions compatible with his or her religious or cultural heritage.

**SECTION 131.16 - NUTRITION**

Food shall be provided to children in care in sufficient quantities and varieties, and shall provide for essential nutrition and dietary needs.

**SECTION 131.17 - CLOTHING**

Foster parents shall see that funds provided by parents of foster care payments for the purchase of clothing are used in such a way that children in their care are comfortably and appropriately clothed within the limits of funds provided, and that children's clothing is kept in a state of suitable repair and cleanliness.

**SECTION 131.18 - RESPONSIBILITY OF THE FOSTER PARENTS WHEN ACCEPTING FOSTER CHILDREN**

(a) Foster parents shall keep the Indian Child Welfare office informed of the child's progress while in their care. They shall inform the Indian Child Welfare office regarding care, training and plans for the child whenever more than the day to day routine is involved.

(b) Foster parents shall notify the Indian Child Welfare office before taking or allowing the child to go on vacation trips or visits to the child's relatives.

(c) Foster parents shall notify the Indian Child Welfare office as soon as possible of emergencies involving the foster child. This includes serious illness or injury requiring medical treatment, unauthorized absence from the home, or other situations of which prudence suggests the Indian Child Welfare office be notified. This requirement in no way relieves foster parents from first taking action, such as obtaining emergency medical treatment for the child before notifying the Indian Child Welfare office.

(d) Foster parents shall allow the Indian Child Welfare office a minimum of 30 days in which to make suitable plans for the child when the foster parents have requested the child's removal from their home, unless an emergency requires faster action.

(e) Foster parents shall cooperate with the Indian Child Welfare office in seeing that an appropriate relationship is maintained between the child and their relatives.

(f) Foster parents shall maintain in confidence all personal information regarding children in their care, such as prior medical or family history revealed to the foster parents in confidence.

**SECTION 131.20 - RECORDS TO BE MAINTAINED BY FOSTER PARENTS**

(a) The Indian Child Welfare office will provide the foster parents with a record of their foster child's medical and school information. It is the responsibility of the foster parents to keep such records updated during the care of the foster child.

(b) At the request of the Indian Child Welfare office, foster parents shall make available for inspection medical and school records of children received by them for care.

**SECTION 131.21 - NUMBERS OF CHILDREN IN HOME**

The number of children foster parents may receive for care shall be determined by the Indian Child Welfare office on a case by case basis.

**SECTION 131.22 - LICENSES**

(a) INVESTIGATION OF APPLICANT - GRANTING OF LICENSE

After receipt of application for a license, the Indian Child Welfare office shall investigate to determine if the applicant meets all minimum requirements for a license. Upon satisfactory completion of this investigation, the license shall be granted.

(b) PROVISIONS OF LICENSE

Each license shall bear the name of the person licensed, describe the premises included and state the maximum number of children who can be received, their age and sex, date of issuance and expiration date.

(c) EXPIRATION AND REVOCATION OF LICENSES

(1) All licenses issued by the Indian Child Welfare office shall be for a term not exceed 2 years from the date of issuances. No license shall be transferable.
(2) Licenses may be revoked by the Indian Child Welfare office because the licensee has substantially violated any provision of this Chapter, any condition of the license, or any condition of any foster home placement agreement, or because the licensee fails to continue to meet the requirements for a license.
(3) The Indian Child Welfare office shall give the licensee written notice of any revocation and the grounds for the revocation. The written notice shall be given at least 30 days prior to the revocation and the revocation shall take place only if the violation remains substantially uncollected at the end of the 30 day notice period. The Indian Child Welfare office may remove at any time for a reason any child placed in the foster parent's care.
(4) Any licensee who objects to the revocation of his or her license may appeal the revocation to the Al'Maurii Khan Tribal Council. The appeal, including grounds for appeal, shall be submitted in writing to the Tribal Chairman, with a copy to the Indian Child Welfare office, no later than 15 days after the end of the 30 day notice period provided in Section 131.22(c)(3). The Indian Child Welfare office shall have 15 days in which to respond in writing to the appeal. Such response shall be submitted to the Tribal Chairman, with a copy provided to the licensee. The Tribal Council shall consider the appeal in executive session. At its discretion the Tribal Council may invite oral presentation from the licensee and the Indian Child Welfare office.
(d) RENEWAL OF LICENSE
A licensee may apply to renew his or her license by completing the license renewal form prescribed by the Indian Child Welfare office.
(e) INSPECTION OF LICENSEES
The Indian Child Welfare office may visit and inspect each foster home licensed by it, and for such purpose shall be given unrestricted access to the premises described in the license.

# CHAPTER 134 - CURFEW

## SECTION 134.1 - GENERAL PROVISIONS

(a) Purpose. The purpose of this code is to provide for a curfew for persons under age 18 within the Al'Maurii Khan Reservation and enforce parental control over and responsibility for persons under age 18.
(b) Authority. This code is enacted pursuant to Article VI, Section 1(q) of the Al'Maurii Khan Tribal Constitution.
(c) Effective Date. This code shall take effect on the day following the date of approval of this code by the Al'Maurii Khan Tribal Council.

## SECTION 134.2 - DEFINITIONS

For the purpose of this code, the following terms shall have the meaning ascribed below: (a) "Curfew hours" means for any minor under 18 years of age 10:30 p.m. until 5:00 a.m. of the following day on nights proceeding school days, and 11:30 p.m. until 5:00 a.m. of the following day on nights not preceding school days; for any minor under 13 years of age 9:30 p.m. until 5:00 a.m. of the following day.
(b) "Emergency" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation requiring immediate action to prevent serious bodily injury or loss of life or serious damage to significant property.

(c) “Guardian” means a person appointed by any court to be guardian of a minor.
(d) “Minor” means any person under 18 years of age.
(e) “Parent” means a person who is:
(1) A natural parent, adoptive parent, or stepparent of another person, or
(2) At least 18 years of age and authorized by a parent or guardian to have the care and custody of a minor.
(f) “Public Place” means any place to which the public or a substantial group of the public has access and includes but is not limited to streets, sidewalks, highways, private residences left open to the public without the presences of adult supervision and the common areas of tribal buildings.
(g) “Remain” means to:
(1) Linger or stay, whether on foot or in a vehicle, or
(2) Fail to leave premises when requested to do so by an owner or person in control of the premises or a law enforcement officer.
(h)“Reservation” means the area within the external boundaries of the Al’Maurii Khan Reservation.
(i) “Tribe” means the Al’Maurii Khan Tribal Nation of the Moors.
(j) “Law enforcement officer” means any officer of the Al’Maurii Khan Police Department and any Official within the Tribe.

**SECTION 134. 3 - PROHIBITED ACTIVITIES**

(a) It shall be unlawful for a minor to remain in any public place within the Reservation during curfew hours.

(b) It shall be lawful for a parent or guardian of a minor to knowingly person, or by in insufficient control allow, the minor to remain in any public place within the Reservation during curfew hours.

**SECTION 134.4 - EXCEPTIONS**

The activities prohibited by section 134.3 shall not be unlawful in the following circumstances:
(a) When the minor is accompanied by the minor’s parent or guardian.
(b) When the minor is engaged in an employment activity, or going to or returning home from an employment activity, without any detour or stop,
(c) When the minor is involved in an emergency, and
(d) When the minor is attending official school activities, activities sponsored by a religious or community organization or other cultural, educational or social events or is going to or returning home from, without any detour or stop, such activity.

**SECTION 134.5 - ENFORCEMENT AND PENALTIES**

(a) Enforcement Procedure. Before taking any enforcement action under this chapter, a law enforcement officer shall ask the apparent offender’s age and reason for being in the public place. The officer shall not issue a citation under section 134.3 unless the officer reasonably believes that an offense has occurred as provided in this chapter.
(b) Penalty for Violations. Any person found guilty of having violated section134.3 of this chapter shall be subject to a civil forfeiture of no more than one thousand dollars ($1,000) and may be required to perform community service. The period of community service shall not exceed ninety (90) hours.
(c) The (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER shall have jurisdiction over cases brought to enforce this chapter. Proceedings shall be

conducted in accordance with (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER Code.

# CHAPTER 135 - TRUANCY

## SECTION 135 - GENERAL PROVISIONS

(a) Purpose. The purpose of this code is to required the regular attendance at school of all school-age children living on the Al'Maurii Khan Reservation and all tribal children living off the reservation attending school within the Al'Maurii Khan Reservation. (b) Authority. This code is enacted pursuant to Article VI, Section 1(q) of the Al'Maurii Khan Tribal Constitution.

(c) Effective Date. This code shall take effect on the day following the date of approval of this code by the Al'Maurii Khan Tribal Council.

(d) Interpretation. In its interpretation and application, the provisions of this code shall be held to be minimum requirements and shall be liberally construed in favor of the tribe and shall not be deemed as a limitation upon, or a repeal of any other tribal power or authority. The Tribe by the adoption of this code does not waive its sovereign immunity in any respect.

(e) Severability. If any section, provision or portion of this code is adjudged to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this code shall not be affected thereby.

(f) Applicability. This code shall apply to all tribal children living on the Al'Maurii Khan Reservation and their parents or other persons having said tribal children in their care or custody or under their control.

(g) Consent to Tribal Jurisdiction. The (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER may also exercise its authority and impose penalties under this section where the provisions of subsection F do not apply provided that the person charged with the offense consents to the jurisdiction of the Tribal Court. Consent must be knowing, intentional and voluntary. This section shall apply only to: (1) Non-tribal children living on the Al'Maurii Khan Reservation and their parents or other persons having said children in their care or custody or under their control; and (2) Tribal children attending school within the Al'Maurii Khan Reservation living off the Al'Maurii Khan Reservation and their parents or other persons having said tribal children in their care or custody or under their control.

## SECTION 135.02 - DEFINITIONS

For the purpose of this code, the following terms shall have the meaning scribed below: (a) "Adult" means any person 18 years of age or older who is not enrolled in any school system.

(b) "Child" means any person who is less than 18 years of age, or any person who is less than 19 years of age if attending the Al'Maurii Khan Tribal School or homeschool.

(c) "Member" means a person enrolled in the Al'Maurii Khan Tribe.

(d) "Reservation" means the area within the external boundaries of the Al'Maurii Khan Reservation.

(e) "School" means the Al'Maurii Khan Tribal School or a homeschool.

(f) "School Attendance" means physical presence of a child in school, and includes attending scheduled classes during such hours and on such days as determined by the school or, for students enrolled in Alternative Education Programs, attendance the place and during hours scheduled by the school for the student, unless excused from such attendance by school policy or state law.

(g) “School Attendance Officer” means an official designated by a school board under the Al’Maurii Khan Tribal Constitution or local law to deal with matters relating to school attendance and truancy.
(h) “School Attendance Policy” means the current policy for school attendance duly adopted by the appropriate school board.
(i) “Tribal Child” means a child who is either (a) an enrolled member of the Tribe; or (b) eligible for enrollment in the Tribe.
(j) “Tribal Court” means the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER.
(k) “Truancy” means any absence of part or all one or more days from school during which the school attendance officer, or his agent, has not been notified of the legal cause of such absence by the person having the absent pupil under his or her control during non-school hours.

“Truancy” also means intermittent attendance carried on for the purpose of defeating the intent of the tribe’s and state’s attendance laws (Al’Maurii Khan Truancy section 135.3 and applicable local law).

(l) “Habitual Truancy” means truant for five (5) days within ten (10) truancies within any ninety (90) day school day period within a school year.
(m) “Student” means one who attends school in the Al’Maurii Khan Tribal School, or local school district.
(n) “Tribe” means the Al’Maurii Khan Tribal Nation of Moors.

**SECTION 135.3 - COMPULSORY SCHOOL ATTENDANCE**

(a) School Enrollment Required. Except as excused under a school policy governing school attendance or the state compulsory attendance law, any person having under their control a school aged child shall enroll the child in school.
(b) Requirement to Attend School. Except as excused under a school policy governing school attendance or the state compulsory attendance law, any person having under their control a school aged child shall enroll the child in school.
(c) Truancy Prohibited.
(1) Truancy is prohibited.
(2) It shall be unlawful for any person to cause, assist, or enable a child to be truant.

**SECTION 135.4 - ENFORCEMENT AND PENALTIES**

(a) The school attendance officer may contact the Home-School Coordinator, Indian Child Welfare Worker, or other appropriate party to assist in the enforcement of the provisions of this code.

(b) The school must document the following steps before the Tribal Court hears a truancy petition:

(1) First Incident: The School Attendance Officer shall give verbal warning and send a letter to the parent/legal guardian custodian and to the mentor (if appropriate).

(2) Second Incident: The School Attendance Officer is to contact the Home-School Coordinator, Indian Child Welfare Worker or other appropriate party to set up and document a meeting with the child and legal guardian/legal custodian. The purpose of the meeting shall be to identify and resolve behaviors that are in violation of the provisions of this code through an appropriate plan of action, which shall be agreed to and signed by all parties involved. The following steps shall be required in developing the action plan: (a) Provide an opportunity for

educational counseling to the child to determine whether a change in the child's curriculum would resolve the child's truancy and have considered curriculum modification.

(b) Evaluate the child's curriculum to determine whether learning problems may be a cause of the child's truancy and, if so, take appropriate action or make appropriate referrals.

(c) Conduct an evaluation to determine whether social problems may be the cause of the child's truancy and, if so, take appropriate action or make appropriate referrals.

(d) A copy of the plan of action shall be given to the parent/guardian and the principal of the child. Included in the action plan shall be a schedule for consistent, timely review to evaluate and monitor the effectiveness of said plan.

(3) Third Incident: Refer to Tribal Court. A checklist documenting evaluation of the steps required in section must be submitted to the court upon referral. Once referred to Tribal Court, the child's parent(s)/legal guardian(s)/legal custodian(s) shall be summoned in accordance with (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER Code. If summoned to Tribal Court, appearance is mandatory by both the child and the parent/legal guardian/legal custodian.

(4) The designated school official or their agent may issue citations to any child who violates the Al'Maurii Khan Truancy Code, to appear in the Tribal Court.

(5) Each incident of truancy may constitute a separate offense.

**SECTION 135.5 - PENALTIES**

(a) A child or adult who violates this Chapter shall be subject to the following:

(1) Any child convicted of truancy under section shall be subject to a minimum penalty of community service hours equal to the number of school hours truant, with a maximum civil money penalty of $25.00 and/or seven (7) community service hours per incident of truancy.

(2) Any child who is convicted of aiding a child's truancy shall be subject to a penalty of not more than $50.00.

(3) Any adult who is convicted of aiding a child's truancy shall be subject to a penalty of not less than $35.00, but not to exceed $500.00.

(4) In addition to the imposition of civil forfeitures and community services hours for violations of this chapter, the Tribal Court may impost other remedies, including but not limited to: alcohol assessment and counseling, home detention, limitations on the use of public facilities within the exterior boundaries of the Al'Maurii Khan Reservation. (b) If the Tribal Court determines a child is habitually truant, the court may order the Indian Child Welfare Department and/or Human Service Agencies to initiate an in-depth investigation into the child's background to determine if a child-in-need-of-care petition should be filed.

(c) Nothing herein shall prohibit the referral of a tribal child to the Child Welfare office for the filing of a child welfare petition under Chapter 125 of the Al'Maurii Khan Code of Laws. A child welfare petition may be filed regarding any tribal child who has been truant for five (5) days or more in any three (3) month period.

(d) The Tribal court shall have jurisdiction over case brought to enforce this code. Proceedings shall be conducted in accordance with the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER Code.

# CHAPTER 145- DOMESTIC AND FAMILY VIOLENCE CODE

**SECTION 145.01 - TITLE, STATEMENT OF PURPOSE AND DEFINITIONS.**

A Title. This Code may be cited as the “Domestic and Family Violence Code.” B. Statement of Purpose. The purpose of this Code is to:

1. Eliminate barriers to meeting the safety and other needs of victims of family violence;
2. To hold batterers accountable for their actions; and
3. To enhance the provision of services to victims and their batterers.

C. Construction. This Chapter shall be liberally construed to effect the purposes stated above and shall be interpreted to comport with the customs and traditions of this Tribe. If tribal law, customs and traditions are inconclusive in any matter arising under this chapter, then other tribal law, federal law and, as a last resort, the applicable law of the State of Florida, may be used for guidance.

D. Definitions. As used in this Chapter the following terms shall have the meanings given below:

Domestic and Family Violence

1. Domestic and family violence means:

a) intentional infliction of physical harm to a family or household member;
b) an act, word, gesture or any other behavior that places a family or household member in fear of imminent physical harm;
c) intentional use of force, coercion, threat, intimidation, humiliation, or confinement which results in mental or emotional harm to a family or household member; or
d) causing a family or household member to engage involuntarily in sexual activity by force, coercion, threat, intimidation, humiliation, confinement, or administering alcohol or drugs to the family or household member without their knowledge.

2. Imminent physical harm as used above refers to such physical harm that is close or near at hand, that is impending, perilous, or on the point of happening. It does not require that such physical harm be immediate or without delay after the behavior that places the victim in fear.

Family or household member means:

1. adults and/or minors who are current or former spouses;
2. adults and/or minors who are living together or have lived together and who have engaged in a sexual relationship;
3. adults and/or minors who are involved or have been involved in a sexual or otherwise intimate, ongoing relationship including persons who are identified in the community as boyfriend and girlfriend;
4. adult relatives who are living together or who have lived together;
5. adults and/or minors who have a child, including an unborn child, in common regardless of whether the parents of the child have married or have lived together at any time;

Exclusions. Domestic and family violence in the parent-minor child relationship is not covered in this Code. The occurrence of domestic and family violence in that relationship is covered in Chapter 125, the Children’s Code of this Tribe or through the juvenile and children's codes of the nearest State.

**SECTION 145.02 - JURISDICTION & CIVIL NATURE OF THIS CODE.**

A. Jurisdiction & Authority to Enact This Code. This Code is adopted pursuant to Article VI, section 1(q) of the Al’Maurii Khan Tribal Nation’s Constitution and pursuant to an exercise of this Tribe's inherent sovereign authority.

B. Jurisdiction of the Court & Civil Nature of This Code. The jurisdiction of the Tribal Court shall be civil in nature and shall include the power to issue all orders necessary to insure the

purposes and provisions of this Code are put into effect. This includes the power to enforce subpoenas, orders of contempt, and any other orders as appropriate. D. Availability of Criminal Penalties. The provisions of this Code do not replace the criminal penalties and procedures available under state law for an act of domestic and family violence.

**SECTION 145.03 - CIVIL ORDERS FOR PROTECTION.**

A. Who May Petition the Court. A petition to obtain an order for protection under this section may be filed by:

1. A person who is subject to the jurisdiction of this Tribe's Court and who has been a victim of domestic and family violence may file a Petition for an order for protection against a family or household member who commits an act of domestic and family violence.
2. A parent, guardian, or other representative may file a Petition for an order for Protection on behalf of a minor victim against the family or household member who commits an act of domestic violence.
3. No filing fee, bond, or other payment shall be required from the victim for the filing of a petition for an order for protection under this Code. If an alleged perpetrator has been arrested for the offense of domestic violence, the Court or arresting law enforcement officer shall advise the alleged victim of the right to file a petition under this section without cost.

B. Contents of the Petition.

1. The petition shall include membership status or any other information necessary to establish jurisdiction of the Court; the petitioner's name and address at the time of the incident of domestic and family violence; the name, address, and relationship of the family or household member who is the respondent; a description of the specific facts and circumstances justifying the relief requested; the relief requested; and the current location of the respondent, if known.
2. The current location of the petitioner shall not be released by the Court except on petitioner's written request.
3. The petition shall also state the nature of any other legal matter pending regarding the petitioner or the respondent; for example, criminal charges, child protection proceeding, and divorce.
4. The petition may include a request that the court arrange for law enforcement to be present at the time of the hearing.

C. Duty of Court Personnel to Provide Forms & Clerical Assistance.

1. The Clerk of Court or other designated person shall provide to a person requesting an Order for Protection;

a) a standard petition form with instructions for completion;
b) all other forms required to petition for an order for protection, such as those needed for service of process;
c) clerical assistance in filling out the forms and filing the petition for an order for protection; and
d) provide written notice to the victim identifying the nearest available provider of shelter and advocacy services.

2. In order to facilitate enforcement under full faith and credit provisions of state law the Clerk of Court or other designated person shall send an authenticated copy of the emergency order for protection and the order for protection to the local law enforcement agency or agencies and the circuit court clerk for the county where respondent is located within one business day of the issuance of the order. D. Emergency Orders for Protection.

1. The Court shall immediately grant an ex-parte emergency order for protection if, based on the specific facts stated in the petition, there is reasonable grounds to believe that the petitioner is in danger of domestic and family violence occurring prior to a hearing on the petition. An allegation of a recent incident of domestic and family violence constitutes reasonable grounds to believe the petitioner is in danger.
2. The emergency order for protection may include the following relief:
a) prohibit the respondent from committing or threatening to commit acts of domestic and family violence against the petitioner and the petitioner's family and household members; b) prohibiting the respondent from contacting or communicating with the petitioner directly or indirectly;
c) removing and excluding respondent from the petitioner's residence, regardless of ownership;
d) removing and excluding respondent from the petitioner's place of employment and other locations frequented by petitioner; and
e) such other relief as the Court deems necessary to protect and provide for the safety of the petitioner and any designated family or household member.
3. The emergency order for protection shall be served with the notice of hearing on the respondent and shall expire at the time of the hearing.
E. Notice to Respondent & Other Interested Parties. The Court shall cause an emergency order for protection, along with notice of hearing, notice of rights and a copy of the petition, to be served on the respondent immediately. Service must be made by posted notice if personal service cannot be completed within twenty four (24) hours. F. Hearing.
1. The Court shall hold a hearing on the petition for an order for protection within seven
(7) days of the filing date of the petition.
2. The Court may extend the time for a hearing once for up to fourteen (14) days upon consent of the parties or upon finding that respondent has not been timely served a notice of hearing.
G. Remedies Available in an Order for Protection.
1. The Court may grant the following relief in an order for protection if requested by the petitioner and after notice and hearing, whether or not the respondent appears:
a) prohibit the respondent from threatening to commit or committing acts of domestic or family violence against the petitioner;
b) prohibit the respondent from harassing, telephoning, contacting, or otherwise communicating with the petitioner directly or indirectly, or through others;
c) remove and exclude respondent from petitioner's residence, or if Respondent owns or leases the residence and the petitioner has no legal interest in the residence, then the Court may order the respondent to avoid the residence for a reasonable length of time until the petitioner relocates;
d) remove and exclude respondent from petitioner's place of employment at any time petitioner is present;
e) remove and exclude respondent from other specified locations frequented by petitioner;
f) remove and exclude respondent from specified public social events and activities; (g) award temporary custody or establish temporary visitation rights with regard to minor children of the respondent on a basis which gives primary consideration to the safety of the claimed victim of domestic violence and the minor children;
(h) provide for child support and temporary support for the person having custody of the children in any temporary custody order;

i) award temporary use and possession of property of the respondent;
j) restrain one or both parties from transferring, encumbering, concealing, or disposing of property except as authorized by the Court and require that an accounting shall be made to the Court of all such transfers, encumbrances, dispositions, and expenditures;
k)refer minors who are family or household members for assessments and services through the Indian Child Welfare Department, health services program, or other tribal program;
l) require respondent to participate in alcohol and other assessments and to participate in treatment where the treatment program meets the local State's batterer's treatment standards;
m) limit or prohibit respondent from using or possessing a firearm or other weapon as specified by the Court;
n)require respondent to reimburse the petitioner or any other person for any expenses associated with the domestic or family violence, including but not limited to medical expenses, counseling, shelter, and repair or replacement of damaged property;
o)require respondent participate in community service, such as cutting wood or providing other services for elderly members of the Tribe;
p)require that notice of respondent's act(s) of domestic and family violence be publicly posted;
q)notify the parties that willful violation of any provision of the order constitutes contempt of court punishable by a fine or imprisonment of both and constitutes a violation of this Chapter for which civil penalties may be assessed; and
r) any other relief as the Court deems necessary to protect and provide for the safety of the petitioner and any designated family or household member.
2. An order for protection shall not contain any provisions which impose requirements on a victim of domestic and family violence. The Court may recommend services for the victim and shall verify that the victim is aware of locally available shelter facilities.
3. The Court shall not grant a mutual order for protection to opposing parties.
4. The Court shall not deny a petitioner the relief requested solely because of a lapse of time between an act of domestic or family violence and the filing of the petition.
H. Service of Order for Protection. Orders for protection are to be served personally upon the respondent in Court or by a law enforcement officer. If the respondent cannot be located, the order will be mailed by certified mail to the respondent’s last known address, and upon application with the Court, notice will be posted.
I. Copy to Law Enforcement Agency. Each order for protection granted pursuant to Section 145.03(D) of this Chapter and each order issued under Section 145.03(G) of this Chapter shall be forwarded immediately to the local law enforcement agency or agencies and the circuit court clerk for the county where the respondent is located. J. Duration, Extension, and Modification of Orders for Protection.
1. The provisions of the order for protection shall remain in effect for the period of time stated in the order, not to exceed two (2) years, unless extended by the Court at the request of any party or the request of the Domestic Abuse Program.
2. An order for protection may be modified or withdrawn following notice and hearing, on the Court's own motion or upon the request of either petitioner or respondent if; a) assessments or treatments ordered by the Court have been completed;
b) respondent demonstrates behavioral changes which eliminate the risk of a recurrence of acts of domestic and family violence as verified by treatment providers or other independent sources identified by the Court; or the Court determines the safety needs of the petitioner and other family

or household members are provided for by the modification or withdrawal of the order for protection.

3. If respondent is excluded from petitioner's residence or ordered to stay away from petitioner, an invitation by the petitioner to do so does not waive or nullify an order for protection.

K. Enforcement and Penalties for Violation. Where respondent has violated an order for protection, the Court may order additional and other remedies as provided in Section G., above and may impose such penalties as are deemed necessary by the Court given the severity of the violation of the order. Penalties include, but are not limited to those available for contempt, fines, assessments of court costs and fees, and exclusion from tribal offices and businesses. L. Full Faith & Credit.

1. Any protection order that is consistent with subsection 2) of this section by the court of one state or Indian tribe (the issuing state or Indian tribe) shall be accorded full faith and credit by this Tribe and enforced as if it were the order of this Tribal Court.

2. A protection order issued by a state or tribal court is consistent with this subsection if:

a) such court has jurisdiction over the parties and matter under the law of such state or tribe; and

b) reasonable notice and opportunity to be heard is given to the person against whom the order is sought sufficient to protect that person's right to due process. In the case of ex parte orders, notice and opportunity to be heard must be provided within the time required by the issuing state's or tribe's law, and in any event within a reasonable time after the order is issued, sufficient to protect the respondent's due process rights.

3. A protection order issued by a state or tribal court against one who has petitioned, filed a complaint, or otherwise filed a written pleading for protection against abuse by a spouse or intimate partner is not entitled to full faith and credit if:

a) no cross or counter petition, complaint, or other written pleading was filed seeking such a protection order; or

b) a cross or counter petition has been filed and the court did not make specific findings that each party was entitled to such an order.

**SECTION 145.04 - INTERVENTION & REFERRALS.**

A. Confidentiality for Victims.

1. A victim of domestic abuse may refuse to disclose and may prevent any volunteer or employee of a program for victims of domestic abuse from disclosing, the content of oral communication and written records and reports concerning the victim.

2. This privilege may be waived only by the victim. It must be in writing and must identify what information may be disclosed, to whom, and for what purpose. Such a waiver is not valid after thirty (30) days or after the victim revokes the waiver. 3. This privilege does not relieve a person from a duty imposed under the Indian Child

Protection and Family Violence Act, codified as Title 18, United States Code § 1167, or Local laws or rules to report child abuse or neglect or from providing evidence about child abuse or neglect in State Court pursuant to proceedings under local statutes and in Tribal Court under Chapter 125, Children’s Code.

4. These provisions on confidentiality for victims shall not prevent the disclosure of information compiled about incidents of domestic and family violence which protects the identity of the victim and family or household members of the victim.

B. Intervention for Batterers. Where services are provided for batterers pursuant to an order for protection the batterer who is ordered into the program shall be required by the Court to sign the following releases:

1. allowing the provider of services to inform the victim and victim's advocate whether or not the batterer is in treatment pursuant to the order, whether or not the batterer is in compliance with treatment provisions, and whether or not the safety of the victim and family or household members of the victim is at risk;
2. allowing prior and current treating agencies to provide information about the batterer to the service provider; and
3. allowing the service provider to provide information about the batterer to relevant legal entities including courts, parole and probation officers and child protective services. Section 145.05 - Severability. If any part or parts, or the application of any part, of this chapter is held invalid, such holding shall not affect the validity of the remaining parts of this chapter. The Tribal Council hereby declares that it would have passed the remaining parts of this chapter even if it had known that such part or parts or the application of any part would be declared invalid.

# CHAPTER 150 - GENERAL RULES OF EVIDENCE

**SECTION 150.1 - SCOPE**

These rules shall apply to all proceedings in Tribal Court. The Tribal Court, subject to the decisions of the Court of Appeals, shall interpret and apply these rules. The policies and rationales underlying the Federal Rules of Evidence and any other local rules of evidence may be cited as persuasive authority, but the Federal Rules and Florida Rules shall not be controlling.

**SECTION 150.2 - RULINGS ON EVIDENCE**

No appeal may be predicated on an evidentiary ruling unless a substantial right of a party is affected and

(a) An objection or motion to strike is timely made, stating the specific ground of objection, unless the specific ground was clear from the context; and

(b) In the case of a ruling excluding evidence an offer of proof in the form prescribed by the court is made.

# CHAPTER 151 – RELEVANCY OF EVIDENCE

**SECTION 151.1 - DEFINITION**

"Relevant evidence" is any evidence tending to make the existence of any fact of consequence more or less probable.

**SECTION 151.2 - ADMISSIBILITY**

Only relevant evidence is admissible.

**SECTION 151.3 - EXCLUSION OF RELEVANT EVIDENCE - GENERAL RULE**

Relevant evidence may be excluded if its admission would violate any other section of this chapter, or if its probative value is substantially outweighed by the danger of unfair prejudice, or confusion of the issues, or if it would be cumulative, a waste of time, or cause undue delay.

**SECTION 151.4 - EXCLUSION OF RELEVANT EVIDENCE - SPECIFIC RULES**

Evidence of the following is not admissible, even if relevant:

(a) Statements made in settlement negotiations or mediation, compromises, or offers to compromise, when offered to prove liability or the lack thereof.

(b) Corrective measures taken after an event, which would have made the event less likely to occur, when offered to prove negligence or culpability.

(c) Payments, offers to pay, and promises to pay for medical, hospital, or disability expenses, when offered to prove liability.

(d) Pleas of no contest or subsequently withdrawn pleas of guilty, in any court, when offered against the person making the plea, to prove liability.

(e) Existence of insurance against liability, or lack thereof, when offered to prove negligence or culpability.

# CHAPTER 152 - PRIVILEGES

**SECTION 152.1 - GENERAL**

(a) Except as provided by this section, the Indian Civil Rights Act, or the United States constitution, as applicable, no person is privileged to refuse to be a witness, to refuse to disclose any matter, to refuse to produce any object or writing, or to prevent another from doing any of the above.

(b) A confidential communication is one not intended to be disclosed to any third party except the agents or colleagues of the person to whom the disclosure is made, in the course of furthering the purpose for which the disclosure was made.

(c) A privilege may be asserted by the person making the communication, or by the person making the communication, or by the person to whom the communication was made, on behalf of that person, unless the person making the communication has validly waived the privilege.

(d) Any person making a communication may waive the privilege by so testifying in open court.

(e) No inference shall be drawn from the assertion of a lawful privilege.

**SECTION 152.2 - ATTORNEY-CLIENT PRIVILEGE**

A client has a privilege to refuse to disclose and to prevent any other person from disclosing any confidential communication between the client and the attorney or attorney's agent, made for the purpose of obtaining legal assistance, except:

(a) When such communication was used to commit or plan a crime.

(b) When two or more parties claim some right through the same deceased client, and the communication is relevant to the claim.

(c) When the communication is relevant to a claim by the client against the attorney or by the attorney against the client.

(d) When the attorney attested to a document and a communication is relevant to an issue related to the attested document.

(e) When an issue exists between two or more joint clients, and a relevant communication to the attorney was made in their common interest by one of the clients.

**SECTION 152.3 - HEALTH CARE PROVIDER-PATIENT PRIVILEGE**

A patient has a privilege to refuse to disclose and to prevent any other person from disclosing a confidential communication between the patient and a physician, registered nurse, licensed psychologist, psychiatric social worker, or chiropractor, or any person reasonably believed by the patient to be one of the above, made for the purpose of obtaining diagnosis or treatment of the patient's physical, mental or emotional condition, except:

(a) When the physical, mental, or emotional health of a patient is relied on by the patient as an element of his claim or defense.

(b) When the court orders a physical, mental, or emotional examination of the patient, and the results of the examination, including any review of records conducted, are offered in the proceeding for which the examination was ordered.

(c) When an examination of a physically or emotionally abused or injured child creates a reasonable ground for an opinion that the condition was other than accidentally caused, or was inflicted by another.

(d) When the results of chemical tests for intoxication or blood alcohol concentration are offered.

**SECTION 152.4 - HUSBAND-WIFE PRIVILEGE**

A person has a privilege to prevent his or her spouse or former spouse from testifying against him or her as to any confidential communication made by him or her to the other during the marriage, except when both spouses are parties to the action.

**SECTION 152.5 - SPIRITUAL ADVISOR PRIVILEGE**

A person has a privilege to refuse to disclose and to prevent another from disclosing a confidential communication to his or her spiritual advisor in the advisor's capacity as such.

**SECTION 152.6 - HONESTY TESTING DEVICES**

A person has a privilege to refuse to disclose, and to prevent another from disclosing, any oral, written, or other communication made in the course of, and any results deriving from, any polygraph, voice stress analysis, psychological stress evaluator, or other test purporting to test honesty, in which the person was the test subject.

**SECTION 152.7 - BALLOT**

A person has a privilege to refuse to disclose and to prevent another person from disclosing his or her vote in any secret ballot, unless the ballot was cast illegally.

**SECTION 152.8 – INDIGENOUS IDENTITY**

All tribal nationals, denizens, and Moorish Americans have the privilege of being presumed indigenous and or aboriginal to the Americas under the laws of the tribe, until otherwise proven.

**SECTION 152.9 – TREATY RIGHTS**

All tribal nationals, denizens, and Moorish Americans have the privilege of enjoying protections of treaty rights through Al'Maurii Khan Nation tribal laws.

(a) Welfare, aid, employment, financial assistance guaranteed by and through most favored nation status and without waiving any tribal rights.

(b) Guarantee of the liberty to pass without inspection of our persons in the sea of commerce.

**SECTION 152.10 – RELIGIOUS MISSION**

All ministers and officials acting on behalf of the Tribe are privileged to be considered as part and parcel to the religious missions of the Al'Maurii Khan Nation to [a] Uplift Fallen Humanity, [b] teach our people to learn to love themselves, [c] promote industry, peace, and harmony based upon treaty rights and justice for all in a manner consistent with the principles of equity, tribal customs, codes and laws as prescribed by Our Constitution.

# CHAPTER 153 - WITNESSES

## SECTION 153.1 - OATH

Prior to testifying, every witness shall indicate by solemn oath or affirmation, in a form prescribed by the Tribal Court, that he or she shall testify truthfully. A child or other person who may not understand the significance of an oath or affirmation may be allowed to testify if the court is satisfied that the witness understands the difference between truth and falsity and understands that he or she must tell the truth.

## SECTION 153.2 - PERSONAL KNOWLEDGE

A witness may only testify as to those facts within his or her personal knowledge.

## SECTION 153.3 - OPINIONS

A witness may testify as to an opinion or inference only to the extent that the witness's observations, experience, education, and training qualify the witness to offer the opinion or inference.

## SECTION 153.4 - JUDGE AS WITNESS

The judge presiding at a trial may not testify as a witness.

## SECTION 153.5 - CHARACTER EVIDENCE

A witness's character for truthfulness may be attacked by evidence of reputation, opinion, or the testimony of the witness on direct or cross-examination, and if so attacked may be supported by evidence of the types listed above.

## SECTION 153.6 - IMPEACHMENT BY CONVICTION OF CRIME

The credibility of a witness may be impeached by evidence of the witness's conviction of a crime.

## SECTION 153.7 - PRIOR STATEMENTS

(a) A witness examined about a prior statement made by him or her need not be shown the statement during the examination, but the statement shall be shown to opposing counsel upon completion of that part of the examination.

(b) Extrinsic evidence of a witness's prior inconsistent statement is admissible only if the witness was examined so as to give him or her an opportunity to explain or deny the statement, or as the interests of justice require.

## SECTION 153.8 - COURT CONTROL

(a) The court shall exercise control over the mode and order of interrogating witnesses to avoid waste of time and to protect witnesses from harassment.

(b) The scope of cross-examination extends to all relevant matters. The court may limit cross examination to those matters inquired into upon direct examination.

(c) Leading questions may not be used on direct examination except in introductory matters, matters not in dispute, or as deemed necessary by the court to develop testimony.

A party may call an adverse party or a witness identified with him or her and interrogate him or her by leading questions.

(d) The court may call witnesses on its own motion, subject to cross-examination by the parties, and may interrogate witnesses.

## SECTION 153.9 - EXCLUSION OF WITNESSES

At the request of a party, the court shall order witnesses excluded from the courtroom except while testifying, shall order witnesses to be kept separate from each other, shall order witnesses not to communicate with each other, and shall order such other measures as in the court's discretion shall prevent undue influence or taint upon testimony.

# CHAPTER 154. WRITINGS

## SECTION 154.1 - WRITINGS USED TO REFRESH RECOLLECTION

(a) A witness may refer to any writing if necessary or helpful to refresh his or her recollection for the purpose of testifying, and any writing so referred to, either before or during testimony, shall be made available to an adverse party upon conclusion of that part of the examination.

(b) An adverse party may cross-examine the witness on the writing, and may introduce in evidence those portions of the writing that relate to the witness's testimony. (c) If a claim is made that for any reason the writing cannot be made available to an adverse party, the judge shall examine the writing in camera and shall make such orders as justice requires, including striking all testimony of the witness subsequent to the use of the writing.

## SECTION 154.2 - RECORDED RECOLLECTION

Any writing shown to have been made by the witness when the matter was fresh in his or her mind, and shown to reflect that knowledge correctly, concerning a matter about which the witness now has insufficient recollection to enable him or her to testify fully and accurately, is admissible.

## SECTION 154.3 - SPECIFIC WRITINGS

Writings of the character set forth in this section are admissible, subject to the authentication requirements of Section 154.4.

(a) Records of regularly conducted activity. A memorandum, report, record, or data compilation, in any form, of acts events, conditions, opinions, or diagnosis, made at or near the time by, or from information transmitted by, a person with knowledge, all in the course of a regularly conducted activity, as shown by the testimony of the custodian or other qualified witness, unless the sources of information or other circumstances indicate lack of trustworthiness.

(b) Health care records.

(1) "Health care records" are those records maintained by a hospital, physician, licensed psychologist, psychiatric social worker, or dentist.

(2) When witness unnecessary. A custodian or other qualified witness is unnecessary if the party who intends to offer hospital records into evidence at a trial or hearing files with the court at least 10 days before the trial or hearing an accurate, legible and complete duplicate of the hospital records for a stated period, certified by the record custodian, and notifies all appearing parties at least 10 days before the trial or hearing that such records for the stated period have been filed.

(3) Subpoena limitations. Hospital records are subject to subpoena only if the hospital is a party to the action, or if authorized by an ex parte order of a judge for cause shown and upon terms, of if upon a properly authorized request for an attorney, the hospital refuses, fails, or neglects to supply within 2 business days a legible certified duplicate of its records at a minimum charge of $5 per request. The rate shall be 10 cents per record page and $2 per x-ray copy.

(c) Public records and reports. Records, reports, statements, or data compilations, in any form, of public offices or agencies, setting forth (a) the activities of the office or agency, or (b) matters observed pursuant to duty imposed by law, or (c) in civil cases and against the state in criminal cases, factual findings resulting from an investigation made pursuant to authority granted by law, unless the sources of information or other circumstances indicate lack of trustworthiness.

(d) Records of vital statistics. Records or data compilations, in any form, of births, fetal deaths, deaths, or marriages, if the record thereof was made to a public office pursuant to requirements of law.

(e) Records of religious organizations. Statements of births, marriages, divorces, deaths, whether a child is marital or non-marital, ancestry, relationship by blood or marriage, or other

similar facts of personal or family history, contained in a regularly kept record of a religious organization.

(f) Marriage, baptismal, and similar certificates. Statements of fact contained in a certificate that the maker performed a marriage or other ceremony or administered a sacrament, made by a clergyman, public official, or other person authorized by the rules or practices of a religious organization or by law to perform the act certified, and purporting to have been issued at the time of the act or within a reasonable time thereafter.

(g) Family records. Statements of fact concerning personal or family history contained in family Bibles, genealogies, charts, engravings or rings, inscriptions on family portraits, engravings on urns, crypts, or tombstones, or the lime.

(h) Records of documents affecting an interest in property. The record of a document purporting to establish or affect an interest in property, as proof of the content of the original record document and its execution and delivery by each person by whom it purports to have been executed, if the record is a record of a public office and an applicable statute authorized the recording of documents of that kind in that office. (i) Statements in documents affecting an interest in property. A statement contained in a document purporting to establish or affect an interest in property if the matter stated was relevant to the purpose of the document, unless dealings with the property since the document was made have been inconsistent with the truth of the statement or the purport of the document.

(j) Statements in ancient documents. Statements in a document in existence 20 years or more whose authenticity is established.

(k) Market reports, commercial publications. Market quotations, tabulations, lists, directories, or other published compilations, generally used and relied upon by the public or by persons in particular occupations.

(l) Learned treatises. A published treatise, periodical or pamphlet on a subject of history, science or art is admissible as tending to prove the truth of a matter stated therein if the judge takes judicial notice, or a witness expert in the subject testifies, that the writer of the statement in the treatise, periodical or pamphlet is recognized in his profession or calling as an expert in the subject.

(1) No published treatise, periodical or pamphlet constituting a reliable authority on a subject of history, science or art may be received in evidence, except for impeachment on cross-examination, unless the party proposing to offer such document in evidence serves notice in writing upon opposing counsel at least 40 days before trial. The notice shall fully describe the document which the party proposes to offer, giving the name of such document, the name of the author, the date of publication, the name of the publisher, and specifically designating the portion thereof to be offered. The offering party shall deliver with the notice a copy of the document or of the portion thereof to be offered.

(2) No rebutting published treatise, periodical or pamphlet constituting a reliable authority on a subject of history, science or art shall be received in evidence unless the party proposing to offer the same shall, not later than 20 days after service of the notice described in par.

(a), serve notice similar to that provided in par. (a) upon counsel who has served the original notice. He shall deliver with the notice a copy of the document or of the portion thereof to be offered.

(3) The court may, for cause shown prior to or at the trial, relieve the party from the requirements of this section in order to prevent a manifest injustice.

(m) Judgment of previous conviction. Evidence of a final judgment, entered after a trial or upon a plea of guilty (but not upon a plea of no contest), adjudging a person guilty of a crime to prove

any fact essential to sustain judgment, or to impeach. The pendency of an appeal may be shown but does not affect admissibility.

(n) Judgment as to personal, family or general history, or boundaries. Judgments as proof of matters of personal, family or general history, or boundaries, essential to the judgment, if the same would be provable by evidence of reputation.

(o) Former testimony. Testimony given as a witness at another hearing of the same or a different proceeding, or in a deposition taken in compliance with law in the course of another proceeding, at the instance or against a party with an opportunity to develop the testimony by direct, cross-, or redirect examination, with motive and interest similar to those of the party against whom now offered, by a witness who is now physically unavailable to testify, refuses to testify, or lacks memory sufficient to testify on the subject.

**SECTION 154.4 - AUTHENTICATION**

(a) No writing, photograph, or other documentary evidence may be admitted unless evidence is supplied sufficient to prove that the matter in question is what it purports to be.

(b) No extrinsic evidence of authenticity is required for any of the following:

(1) Public documents under seal. A document bearing a seal purporting to be that of any tribe of or of the United States, or of any state, district, commonwealth, territory, or insular possession thereof, or the Panama Canal Zone, or the Trust Territory of the Pacific Islands, or of a political subdivision, department officer or agency thereof, and a signature purporting to be an attestation or execution.

(2) Public documents not under seal. A document purporting to bear the signature in his official capacity of an officer or employee of any entity included in sub. (1), having no seal, if the public officer having a seal and having official duties in the district or political subdivision of the officer or employee certifies under seal that the signer has the official capacity and that the signature is genuine.

(3) Public documents of foreign countries. A document purporting to be executed or attested in their official capacity by a person authorized by the law of a foreign country to make the execution or attestation, and accompanied by a final certification as to the genuineness of the signature and official position (a) of the executing or attesting person, or (b) of any foreign official whose certificate of genuineness of signature and official position relates to the execution or attestation or is in a chain of certificates of genuineness of signature and official position relating to the execution or attestation. A final certification may be made by a secretary of embassy or legation, consul general, consul, vice consul, or consular agent of the United States, or a diplomatic or consular official of the foreign country assigned or accredited or accredited to the United States. If reasonable opportunity has been given to all parties to investigate the authenticity and accuracy of official documents, the judge may, for good cause shown, order that they be treated as presumptively authentic without final certification or permit them to be evidenced by an attested summary with or without final certification.

(4) Certified copies of public records. A copy of an official record or report or entry therein, or of a document authorized by law to be recorded or filed and actually recorded or filed in a public office, including data compilations in any form, certified as correct by the custodian or other person authorized to make certification, by certificate complying with sub. (1), (2) or (3) or complying with any statute or rule adopted by the supreme court.

(5) Official publications. Books, pamphlets or other publications purporting to be issued by public authority.

(6) Newspapers and periodicals. Printed materials purporting to be newspapers or periodicals. (7) Trade inscriptions and the like Inscriptions, signs, tags or labels purporting to have been affixed in the course of business and indicating ownership, control of origin. (8) Acknowledged and authenticated documents. Documents accompanied by a certificate of acknowledgment under the hand and seal of rubber stamp of a notary public or other person authorized by law to take acknowledgments or any public officer entitled by virtue of their public office to administer oaths or authenticated or acknowledged as otherwise authorized by statute.
(9) Commercial paper and related documents. Commercial paper, signatures thereon, and documents relating thereto to the extent provided by the Uniform Commercial Code.
(10) Health care records. Records filed with the court pursuant to Section 154.3(b). (11) Subscribing witness's testimony The testimony of a subscribing witness is not necessary to authenticate a writing that is otherwise admissible.

# CHAPTER 155 - HEARSAY

## SECTION 155.1 - DEFINITIONS

(a) Statement. A "statement" is (a) an oral or written assertion or (b) nonverbal conduct of a person, if it is intended by him as an assertion.
(b) Declarant. A "declarant" is a person who makes a statement.
(c) Hearsay. "Hearsay" is a statement, other than one made by the declarant while testifying at the trial or hearing, offered in evidence to prove the truth of the matter asserted.
(d) Hearsay exclusions. A statement is not hearsay if:
(1) Prior statement by witness. The declarant testifies at the trial or hearing and is subject to cross-examination concerning the statement, and the statement is:
(i) Inconsistent with his testimony, or
(ii) Consistent with his testimony and is offered to rebut an express or implied charge against him of recent fabrication or improper influence or motive, or
(iii) One of identification of a person made soon after perceiving him; or
(2) Admission by party opponent. The statement is offered against a party and is:
(i) His own statement, in either his individual or a representative capacity, or
(ii) A statement of which he has manifested his adoption or belief in its truth, or (iii) A statement by a person authorized by him to make a statement concerning the subject, or
(iv) A statement by his agent or servant concerning a matter within the scope of his agency or employment, made during the existence of the relationship, or
(v) A statement by a coconspirator of a party during the course and in furtherance of the conspiracy.
(3) Any writing specified in Section 154.3.

## SECTION 155.2 - HEARSAY RULE

Hearsay is admissible only if facts and circumstances indicate that it has a sufficiently high degree of trustworthiness to justify its admission.

# CHAPTER 156 - JUDICIAL NOTICE

## SECTION 156.1 - ADJUDICATIVE FACTS

The court may at any time in a proceeding take judicial notice of an adjudicative fact that is not subject to reasonable dispute in that it is either generally known within the territorial jurisdiction

of the court or is capable of accurate and ready determination by resort to sources whose accuracy cannot reasonably be questions.

**SECTION 156.2 - FOREIGN LAW**

The court may take judicial notice of any foreign law properly authenticated.

**SECTION 156.3 - LEGISLATIVE FACTS**

This section does not control the taking of judicial notice of legislative facts.

# CHAPTER 201 - POWERS OF TRIBAL WARDENS AND MARSHALS

**SECTION 201.1 - WARRANTS AND PROCESS**

Any tribal warden may execute and serve warrants and processes issued by the tribal court in the same manner as any law enforcement officer of the State may serve and execute such state warrants and processes under state law.

**SECTION 201.2 - STOP AND SEARCH**

For the purpose of enforcing any tribal rights, treaty rights, or natural resource ordinances of the tribe or such other ordinance as the Tribal Council may direct, any tribal warden may stop and board any boat and stop any automobile, snowmobile, or other vehicle / vessel, if the tribal warden reasonably suspects there is a violation or breach of such ordinance. Any tribal warden may, with or without warrant, open, enter, and examine all buildings, camps, vessels or boats, wagons, trailers, automobiles or other vehicles snowmobiles, stages, tents, suit cases, valises, packages, and other receptacles and places where the tribal warden has probable cause to believe that game, fish, or other natural products of the Al'Maurii Khan Reservation taken or held in violation or breach of any tribal natural resource ordinance are to be found.

**SECTION 201.3 - ARREST OF MEMBERS**

(a) Any tribal warden may arrest, with or without a warrant, any tribal member detected in the actual violation, or whom such warden has probable cause to believe guilty of a violation of any tribal natural resource ordinance or such other tribal ordinance as the Tribal Council may direct, whether such violation is punishable by criminal penalties or civil remedial measures, and may take such member before the tribal court and make proper complaint.

(b) Any tribal warden may arrest, with or without a warrant, any non-tribal member detected in the actual violation, or whom such warden has probable cause to believe guilty of a violation of any tribal natural resource ordinance or such other tribal ordinance as the Tribal Council may direct, whether such violation is punishable by criminal penalties or civil remedial measures, and may take such member before the tribal court and make proper complaint in accordance with the provisions of the in force treaty agreement of 1787-1836 between the United States and the Sultan of Morocco or any other applicable treaties.

**SECTION 201.4 - CIVIL REMEDIAL ENFORCEMENT**

Any tribal warden may issue a citation to any member or non-member if the tribal warden reasonably believes that such person has breached a provision of any tribal natural resource ordinance or such other ordinance as the Tribal Council may direct, and may seize and hold any property authorized to be seized in such ordinance, pursuant to the civil remedial forfeiture provisions of the Tribal Court Code.

**SECTION 201.5 – TRIBAL MARSHALS SERVICE**

The Tribal Council shall appoint a Tribal Marshal for the Al'Maurii Khan Nation from

# CHAPTER 300 - CONSERVATION; GENERAL PROVISION

**SECTION 300.01 - WASTE**

No member shall unreasonably waste, injure destroy, or impair natural resources while engaging in the exercise of on-reservation hunting, fishing, trapping, or gathering rights, or in the disposition of any animal or plant taken in such exercise, whether such disposition is on-reservation or off-reservation, and whether such waste, injury, destruction or impairment is accomplished by act or by omission.

**SECTION 300.02 - TRESPASS**

(a) No member or non-member Indian shall trespass while hunting, fishing, or trapping, use recreational vehicles, or any other activity on land of another, after having been notified by the owner or occupant not to enter or remain on such land. Notification may be personal, either orally or in writing, or by posting. Posting is accomplished if the owner or occupant places a sign at least 11 inches square in at least two conspicuous places for every forty acres to be protected, including the appropriate notice, the name of the person giving notice, and title of "owner" or occupant: as appropriate. (b) No non-member shall trespass for the purpose of hunting, fishing, trapping or gathering, use recreational vehicles, or any other activity on lands owned either by the Tribe, a tribal member, or the United States in trust for the Tribe or a tribal member.

**SECTION 300.03 - TAMPERING WITH EQUIPMENT OF ANOTHER**

No member shall molest, disturb, tamper with or in any way otherwise interfere with any hunting, fishing, trapping or gathering equipment or bait, used, set, or placed by another member without that member's permission.

**SECTION 300.4. - ENDANGERED AND THREATENED SPECIES**

No member shall take, transport, possess, process, or sell any plant or animal species contained on either the federal (50 CFR Sections 17.11 and 17.12) or the local State endangered or threatened species list, as may be amended from time to time, or any species which the Tribal Council may declare as endangered or threatened, and no tag as provided for in Chapter 305 shall be issued or affixed to the carcass or part thereof of any such species.

**SECTION 300.50 - FORFEITURES**

(a) Except as specifically provided in this section, a civil remedial forfeiture not to exceed $1,000 may be assessed against any person for breach of any provision of this chapter.

(b) Except as specifically provided in this section, a civil remedial forfeiture not to exceed $2,000 may be assessed against any person for a breach of any provision of this chapter, who has been found to have breached the same provision at least once before in the five years proceeding the violation.

(c) In addition to any other penalty herein, the Court may order a suspension or revocation of any or all hunting, fishing and gathering rights.

# CHAPTER 301 - HUNTING OF DEER

**SECTION 301.1 - FINDINGS**

The Tribal Council finds that the lands now comprising the Al’Maurii Khan Reservation were traditional hunting grounds for the ancestors of the Tribe; that these lands were selected as a Reservation because of their wealth of fish, game, and wild rice; that deer have been a nutritional staple for members of the Tribe for generations beyond memory; that deer continue to provide a substantial portion of the protein and other nutritional needs of the Tribe's members; that high

unemployment and cash-poor local economy indicate that deer will remain critical as a food source for the Tribe's members; that pressure on the deer population by non-member sport hunting reduces the availability of deer as a food source for members; that non-members flaunting of tribal conservation laws has contributed to a decline in the reservation deer population; and that effective regulation of both member and non-member hunting of deer is essential for the preservation of the species in numbers sufficient to supply the economic and nutritional needs of the Tribe's members.

**SECTION 301.2 - DEFINITIONS**

(a) "Conservation Department" means the Conservation Department of the Tribe. (b) "Member" means any person who is enrolled or is eligible for enrollment in the Tribe, or who is recognized as a member of the Tribe by the Tribal Council.

(c) "Non-members" means any person who does not come within the definition of member.

(d) "Reservation" means the Al'Maurii Khan Reservation.

(e) "Tribal Council" means the Tribal Council of the Tribe.

(f) "Tribe" means the Al'Maurii Khan Tribal Nation of Moors.

**SECTION 301.3 - HUNTING PRESCRIBED**

(a) No person shall hunt or take any deer within the reservation except during the open season.

(b) No person shall hunt or take any deer within the reservation in excess of the limit allowed.

**SECTION 301.4 - SEASON, LIMITS**

Open seasons and limits are established as follows:

Open Season Limit

(a) Member July 1 - January 31 None

(b) Non-member none n/a

**SECTION 301.5 - REPORTING A KILL**

(a) No member who takes a deer shall fail to comply with reporting of kill regulations as established by the Conservation Department.

(b) No non-member who takes a deer shall fail to report the kill to the Conservation Department within 72 hours of the kill.

**SECTION 301.6 - EQUIPMENT AND METHODS**

(a) No person shall, while hunting deer:

(1) Hunt with any means other than the use of a gun discharged from the shoulder or a bow and arrow.

(2) Have in possession while hunting any poisoned, drugged, or explosive tipped arrow. (3) Have in possession while hunting any incendiary type ammunition, except hunter distress flares.

(4) Be in possession of handguns (any gun having a barrel less than 12 inches in length) if under the age of 18 years unless supervised by an adult 18 years of age or older.

(5) Hunt with the aid of a dog.

(6) Use arrows that are not well sharpened broad head blades. Broad head blades may not be less than seven-eights of an inch or more than one-half inches in width.

(b) No person shall, while hunting deer:

(1) Discharge a firearm on lands of another within 500 yards of a building devoted to human occupancy without permission of the owner or occupant.

(2) Appropriate, molest, or disturb any deer or the carcass or part thereof which has been lawfully reduced to possession by another without having that person's consent.

(3) Hunt with the use of an airplane, including the use of an airplane to spot, rally or drive deer for hunters on the ground.

(4) Put out bait containing poison where it might cause the destruction of wild animals or birds or possess poison while hunting or trapping.
(5) Place, operate, or attend, spread, or set any net, pitfall, spring gun, pivot gun, or any other contrivance for the purpose of catching or which catch or take deer.
(6) Take or attempt to take any deer with the aid of any explosives.
(7) Train dogs by pursuing deer.
(8) Fail to make every reasonable effort to retrieve all deer crippled or killed.

**SECTION 301.7 - LICENSING**

No person shall hunt or take deer who does not have in his or her possession a valid license issued to him or her by the Conservation Department, or who does not have or is not eligible to receive a membership or enrollment card of the Tribe.

**SECTION 301.8 - FORFEITURES**

(a) The following civil remedial forfeitures may be assessed against any person for a breach of the provisions of this chapter.
(1) For breach of any provision of Section 301.3, a forfeiture not greater than $100.00.
(2) For breach of Section 301.5, a forfeiture not greater than $100.00.
(3) For breach of any provision of Section 301.6, a forfeiture not greater than $100.00.
(4) For breach of Section 301.7, a forfeiture not greater than $100.00.
(b) The following civil remedial forfeitures may be assessed against any person for a breach of the provisions of the chapter, and against whom a breach of the same provision is found to have occurred at least once before:
(1) For breach of any breach any provision of Section 301.3, a forfeiture not greater than $500.00.
(2) For breach of any provision of Section 301.5, a forfeiture not greater than $500.00.
(3) For breach of any provision of Section 301.6, a forfeiture not greater than $500.00.
(4) For breach of Section 301.7, a forfeiture not greater than $500.00.

**SECTION 301.9 - SEIZURE AND FORFEITURE**

(a) Any deer taken in violation of this chapter may be seized by the Conservation Department and may be ordered forfeited.
(b) Any equipment used in the violation of this chapter maybe seized by the Conservation Department and ordered forfeited.

**SECTION 301.10. - SEVERABILITY**

Should any section of this chapter be held to exceed the regulatory authority of the Tribe the remainder hereof shall not affected thereby.

# CHAPTER 302 - TAKING OF BASS & OTHER FISH

**SECTION 302.1 - FINDINGS**

The Tribal Council finds that the lands now comprising the Al'Maurii Khan Reservation were traditional hunting and fishing grounds for our Timicuan-Eumassee-Cree-Choctaw ancestors; that these lands were selected as a Reservation because of their wealth of fish, certain game, fauna and beans, corn, & more; that Bass, or Fish in general, have been a nutritional staple for members of the Tribe for generations beyond memory; that fish continue to provide a substantial portion of the protein and other nutritional needs of the Tribe's members; that high unemployment and a cash-poor local economy indicate that fish will remain critical as a food source for the Tribe's members; that pressure on the Bass and other fish populations by non-member sport fishing reduces the availability as a food source for members; that the future stocking activities of the Tribe's fish

hatchery will contribute significantly over the next several years to the reservation Bass and other fish population; that non-member flaunting of tribal conservation laws could contribute to a decline in the reservation Bass and other fish populations and that effective regulation of both member and non-member fishing is essential for the preservation of the species in numbers sufficient to supply the economic and nutritional needs of the Tribe's members.

**SECTION 302.2 - DEFINITIONS**

*(a)* "Conservation Department" means the Conservation Department of the Tribe. *(b)* "Member" means any person who is enrolled or is eligible for enrollment in the Tribe, or who is recognized as member of the Tribe by the Tribal Council.

*(c)* "Non-member" means any person who does not come within the definition of member.

*(d)* "Reservation" means the Al'Maurii Khan Reservation.

*(e)* "To fish" means to use a hook and line, net, spear, or any other means to catch and take fish.

*(f)* "Tribal Council" means the Tribal Council of the Tribe and may include Support Council.

*(g)* "Tribe" means the Al'Maurii Khan Nation of Moors of the Al'Maurii Khan Reservation.

**SECTION 302.3. - FISHING PRESCRIBED**

(a) No person shall fish for or take any Bass within the reservation except during the open season.

(b) No person shall fish for or take any Bass within the reservation in excess of the limit allowed.

**SECTION 302.4 - SEASON, LIMITS**

Open seasons and limits are established as follows:

(a) Member. In the Mocoso River system [misnomered Hillsborough River] the open season shall be at all times other than those posted by the Conservation Department at spawning season. In the Al'Maurii Khan system the open season shall be year-round. There shall be no limit.

(b) Non-member. There shall be no open season on Mocoso River system [misnomered Hillsborough River] situated within the Al'Maurii Khan Reservation.

**SECTION 302.5. - REPORTING OF KILL**

No person who takes Bass shall fail to comply with reporting regulations as established by the Conservation Department.

**SECTION 302.6 - LICENSING**

No person shall fish for or take Bass who does not have in his or her possession a valid license issued to him or her by the Conservation Department, or who does not have or is not eligible to receive a membership or enrollment card of the Tribe.

**SECTION 302.7 - FORFEITURES**

(a) The following civil remedial forfeitures may be assessed against any person for a breach of the provisions of this chapter.

(1) For breach of any provision of Section 302.3, a forfeiture not greater than $100.00.

(2) For breach of Section 302.5, a forfeiture not greater than $100.00.

(3) For breach of Section 302.6, a forfeiture not greater than $100.00.

(b) The following civil remedial forfeitures may be assessed against any person for a breach of the provisions of the chapter, and against whom a breach of the same provision is found to have occurred at least once before:
(1) For breach of any provision of Section 302.3, a forfeiture not greater than $500.00.
(2) For breach of any provision of Section 302.5, a forfeiture not greater than $500.00.
(3) For breach of Section 302.6, a forfeiture not greater than $500.00.

**SECTION 302.8 - SEIZURE AND FORFEITURE**
(a) Any Bass taken in violation of this chapter may be seized by the Conservation Department and ordered forfeited.
(b) Any equipment used in violation of this chapter may be seized by the Conservation Department and ordered forfeited.

**SECTION 302.9 - SEVERABILITY**
Should any section of this chapter be held to exceed the regulatory authority of the Tribe, the remainder hereof shall not be affected thereby.

# CHAPTER 303 - HARVESTING OF NATIVE WILD PLANTS

**SECTION 303.1. FINDINGS**
The Tribal Council finds that the lands now comprising the Al'Maurii Khan Reservation were traditional hunting and fishing grounds for our Timicuan-Eumassee-Cree-Choctaw ancestors; that these lands were selected as a Reservation because of their wealth of fish, certain game, fauna and beans, corn, & more; that native wild plants has been a medicinal and nutritional staple for members of the Tribe for generations beyond memory; that wild plants continues to provide a substantial portion of the medicinal and other nutritional needs of the Tribe's members; that any annual or seasonal harvesting of wild plants is ceremonial and a traditional event of long-standing cultural importance; that high unemployment and cash-poor local economy indicate that wild plants will remain critical as a medicinal and food source for the Tribe's members; that some predictable sources of cash income for the Tribe's members is the sale of native wild plants to non-residents on or off the reservation; and that effective regulation of both member and non-member harvesting of wild plant life is essential for the preservation of these wild plants in amounts sufficient to supply the economic, nutritional, medicinal and cultural needs of the Tribe's members.

**SECTION 303.2. - DEFINITIONS**
*(a)* "Conservation Department" means the Conservation Department of the Tribe. (b) "Harvesting" means the operation of gathering or collecting the useful portions of any plant, may be considered illegal if done outside of the season, unless authorized by the Tribal Council for an essential governmental purpose and or future tribal member needs. (c)"Member" means any person who is enrolled or is eligible for enrollment in the Tribe, or who is recognized as a member of the Tribe by the Tribal Council.
*(d) "Native Wild Plants" means any plant life, fauna or vegetation that is indigenous to these lands / terrain of Al'Maurii Khan Reservation and or North American continent.*
*(e) "Non-member" means any person who does not come within the definition of member.*
*(f)*"Reservation" means the Al'Maurii Khan Reservation.
*(g) "Tribal Council" means the Tribal Council of the Tribe and may include Support Council.*

*(h)* "Tribe" means the Al'Maurii Khan Nation of Moors of the Al'Maurii Khan Reservation.

**SECTION 303.3. - HARVESTING PRESCRIBED**

No person shall engage in any harvesting activity within the boundaries of the reservation except during such times and except within such areas as the Conservation Department shall declare to be open to harvesting.

**SECTION 303.4 - LICENSING**

No person shall harvest wild plants who does not have in his or her possession a valid license issued to him or her by the Conservation Department, or who does not have or is not eligible to receive a membership or enrollment card of the Tribe.

**SECTION 303.5 - NOTICE AND POSTING**

*(a)* The Conservation Department shall monitor the ripening of all wild plant life, known for being harvested, within the reservation and shall give notice 24 hours before opening the first area of the season. Thereafter no notice need be given before opening additional areas.

*(b)* The Conservation Department shall post signs indicating the limits of open areas.

**SECTION 303.6. - MECHANIZATION PROHIBITED**

No person shall use any mechanical means to harvest wild plants at all, nor shall any person operate any boat motor or engine within a rice field or any field without approval by the Conservation Department.

**SECTION 303.7. - FORFEITURES**

*(a)* Any person violating Sections 303.3, 303.4, or 303.6 of this chapter for the first time shall be subject to a forfeiture of not more than $150.00.

*(b)* Any person violating Sections 303.3, 303.4, or 303.6 of this chapter who has been previously found to have violated either Sections 303.3, 303.4, or 303.6 of this chapter or who is subsequently found to have previously violated either Section 303.3, 303.4, or 303.6 of this chapter shall be subject to a forfeiture of not more than $250.00.

**SECTION 303.8. - SEIZURE AND FORFEITURE**

(a) Any rice or other wild plants harvested in violation of this chapter may be seized by the Conservation Department and ordered forfeited.

(b) Any equipment used in violation of this chapter may be seized by the Conservation Department and ordered forfeited.

**CHAPTER 304. -TRAPPING ORDINANCE**

**SECTION 304.1 -PURPOSE**

It is the purpose and intent of this ordinance to regulate the taking of fur bearers on the Al'Maurii Khan Reservation. The Tribe believes it is important to provide an opportunity for its trappers to take such animals as are necessary for cultural or economic purposes while still protecting the integrity of the species. The Tribe also believes it is important to provide for a system which protects its members from harassment and interference by non-Indians.

**SECTION 304.2 -JURISDICTION**

Any violation of this ordinance shall be referred to the Al'Maurii Khan Tribal Court.

**SECTION 304.3 -SALE OF FUR**

Any furs, either trapped or shot by a Al'Maurii Khan Tribal member on reservation, which shall be sold to an authorized fur dealer or individual shall be tagged with the Al'Maurii Khan registration tag.

**SECTION 304.4 -LIMITATION OF TAGS**

Such tribal trapper/hunter who traps or kills certain tribally designated protected species shall be limited to either one or two tags depending on the species. These species shall be established by the Al'Maurii Khan Conservation Department. Additional tags may be distributed if the individual meets the requirements set forth by the Conservation Department.

**SECTION 304.5 -PROHIBITIONS**

No member shall tag or sell any fur pursuant to this system which was not trapped/killed by a tribal member on the reservation. This shall not be construed to prohibit members from trapping/killing game off reservation pursuant to an off reservation system.

**SECTION 304.6. PENALTY**

**(a)** A violation of sections 304.3 and 304.4 shall result in a minimum forfeiture of no less than $50.00.

**(b)** A violation of section 304.5 shall result in a forfeiture of no less than $100.00.

(c)Community service may be assessed in addition to the penalties set forth in (b) or in lieu of the penalties assessed in (a).

(d)Tags for any species including fish may be withheld upon failure to pay the set forfeiture or with flagrant or multiple violations, tags will be withheld.

# CHAPTER 305 -TAGGING

**SECTION 305.1 -DEFINITIONS**

(a)"Office" means the Rights Protection Office of the Al'Maurii Khan Nation Conservation Department.

(b)"Reservation" means all lands within the exterior boundaries of the Al'Maurii Khan Reservation.

(c)"Warden" means the Chief Conservation Officer of the Al'Maurii Khan Nation or any of his deputies.

**SECTION 305.2 -TAGGING REQUIRED**

No person shall remove from the Reservation any fish or game that does not bear a tag issued in conformity with the procedures established by Sections 305.3 and 305.4 herein.

**SECTION 305.3 -ISSUANCE OF TAGS**

(a)Any person authorized by treaty, tribal ordinance, or tribal license to fish, hunt, or trap on Reservation lands may apply to the Warden for the issuance of tags.

(b)After inspection of the fish or game the applicant proposes to remove from the Reservation, and upon payment by the applicant of an issuance fee, the Warden shall issue, attach, and lock on each carcass or party thereof proposed for removal, a tag bearing a number and the words "Al'Maurii Khan Tribe'.

(c)No tags shall be issued to any applicant for a number of carcasses or parts thereof greater than the number the applicant is authorized to remove.

**SECTION 305.4 -ISSUANCE FEES**

(a)A schedule of issuance fees shall be compiled by the Office. Fees shall reflect the costs incurred by the Office in procuring and distributing the tags.

(b)Persons eligible to receive tags may pre-pay for the number of tags which they are authorized to receive or any portion thereof. The Warden may issue tags to an applicant who has so pre-paid by deducting from the applicant's account the number of tags issued.

**SECTION 305.5 -RECORDS**

(a)Upon issuance of a tag, the Warden shall record in a record book the following information:
(1)The date of issuance.
(2)The name and address of the person to whom issued.
(3)The species and a description of the fish or game tagged.
(4)The destination of the person to whom issued.
(5)The name of the issuing warden.
(b)There record book containing the information required by section 305.5(a) shall be available to the public during regular working hours for inspection and duplication.

**SECTION 305.6 -FISH TAGGING**

Any tribal member who, fishing under his rights as a Al'Maurii Khan member, catches fish is required to obtain a tag for each fish, under any procedures specified by this chapter, prior to his transportation of the fish off of the reservation, or his introduction of the fish into off-reservation commerce.

**SECTION 305.7. -FORFEITURES**

(a)Any person violating Section 305.2 or Section 305.6 for the first time shall be subject to a forfeiture of not more than $150.00.
(b)Any person violating Section 305.2 or Section 305.6 who has been previously found to have violated the same section or who is subsequently found have previously violated the same section shall be subject to a forfeiture of not more than $250.00.

# CHAPTER 310 -CLOSED FISHING SEASON

**SECTION 310.1 -PROHIBITING OF FISHING**

The taking of fish by any means during the spawning season from the waters of any river source used by or owned, or attached to the Al'Maurii Khan Reservation, by members and non-members, is banned, except for the fish needed by a Fish Hatchery located on the Al'Maurii Khan Reservation and other lawfully authorized personnel in the performance of their duties, i.e. U.S. Fish and Wildlife Service.

**SECTION 310.2 -POSTING**

The exterior boundaries of the Al'Maurii Khan Reservation and any acquired lands outside of the Reservation shall be posted as to the closure set forth in Section 310.1.

**SECTION 310.3 -PENALTIES**

(a)Any individual who violates this ordinance and does so for the first time shall be punished by a fine of not more than one hundred dollars ($100.00).
(b)An individual who violates this ordinance, who has previously been found guilty of violating this same ordinance, shall be punished by a fine of up to but not more than two hundred fifty dollars($250.00).

**SECTION 310.4 -RIGHT TO TRIAL**

Any person accused of violating this ordinance shall be entitled to a trial in the Al'Maurii Khan Tribal Court.

**SECTION 310.5 -GAME WARDENS**

This ordinance shall be enforced by Tribal Game Wardens to be appointed by the Tribal Council.

**SECTION310.6 -SEIZURE**

Game Wardens and other appointed officials are hereby authorized to seize and impound weapons, fishing, trapping, and wild plant harvesting gear and other implements used in such activities as evidence together with any fish, game or rice as found in the possession of a person violating this ordinance in order to utilize such in connection with prosecution.

**SECTION 310.7. -FORFEITURE**

The court may order all impounded weapons, gear, implements and fish, and rice or wild plants forfeited, as to any individual who does not appear in court at the time required or who is found by the court to have committed a breach of this ordinance.

# CHAPTER 315 -SETTING OF NETS

**SECTION 315.1**

Any nets set in any river, stream, or other navigable water within the boundaries of the Al'Maurii Khan Reservation shall be sunk so as not to impede navigation.

**SECTION 315.2**

Any net in river, stream, or other navigable water within the boundaries of the Al'Maurii Khan Reservation shall be marked with the name of the owner and the words "Al'Maurii Khan" or an abbreviation thereof, indicating the tribal membership of the owner. Such marking shall be of an indelible nature and shall be placed on a red or white buoy, jug or other floating device.

**SECTION 315.3**

Any person who sets a net in any river, stream, or other navigable water within the Al'Maurii Khan Reservation shall check the net and remove all fish therefrom at least once within each twenty-four hour period.

**SECTION 315.4**

Except as provided in Section 315.5, no person shall remove fish from the net of another without authorization by the owner of the net. Any owner giving authorization shall so notify the Al'Maurii Khan Conservation Office.

**SECTION 315.5**

Tribal conservation wardens may inspect any net found in any river, stream, or other navigable waters within the Al'Maurii Khan Reservation. Any net which a warden reasonably suspects to be in violation of Section 315.1, 315.2, or 315.3 of this ordinance may be immediately seized, including any fish therein.

**SECTION 315.6**

For a first violation of Sections 315.1, 315.2, or 315.3 of this ordinance, a civil forfeiture not to exceed $50.00 may be assessed, and the net used forfeited. For a second violation and any violation subsequent thereto of Sections 315.1, 2 or 3, a civil forfeiture not to exceed $100.00 may be assessed and the net used forfeited. For a violation of Section 315.4 of this ordinance a civil forfeiture not to exceed $100.00 may be assessed. For a second violation and any violation subsequent thereto of Section 315.4 a civil forfeiture of $200.00 may be assessed. In addition to the forfeiture assessed for a violation of Section 315.4, the court may order restitution made to the person whose net was subject to the unauthorized taking.

# CHAPTER 320 -CLOSED DEER SEASON

**SECTION 320.1 -PROHIBITION**

(a)No member of the Al'Maurii Khan shall take, catch, kill, hunt, pursue, shoot, or trap, by any means whatsoever, any deer within the boundaries of the Al'Maurii Khan Reservation during the closed season.
(b)The closed season shall extend from midnight of the night of January 31 to midnight of the night of June 30.

**SECTION 320.2. -PENALTIES**

(a)Any individual who violates this ordinance shall be assessed a civil forfeiture of not more than $100.00.
(b)Any individual who violates this ordinance and who has once previously been found in violation of this ordinance shall be assessed a civil forfeiture of not more than $250.00. (c)Any individual who violates this ordinance and who has more than once previously been found in violation of this ordinance shall be assessed a civil forfeiture of not more than $500.00.

**SECTION 320.3**

(a)Any weapons and other implements used in a commission of a breach of this ordinance, and any game found in the possession of a person believed to be violating this ordinance may be seized immediately and impounded.
(b)The court may order all impounded weapons, implements, and game forfeited as to any individual who does not appear in court at the time required or who is found by the court to have committed a breach of this ordinance.

**SECTION 320.4.**

This ordinance shall be posted for fifteen days at the Tribal Center and at the
Conservation Office and shall become effective by Sealing under the Sagamoor and Clan Mothers.

# CHAPTER 321 COMMERCIAL FISHING

**SECTION 321.1**

(a) No tribal member's fishing rights shall be infringed upon, whether for private commercial reasons, unless the weight of catch exceeds 5 lbs. or more per day, or for any other reasons established by the Conservation Departments or U.S. Fish and Wildlife. (b) No portions of this law shall be used against the tribe to limit its regulation of fishing for profit for the benefit of the tribe or to sustain the health of the tribe.

**SECTION 321.2 -JURISDICTION**

This tribal court shall have jurisdiction (a)to determine the validity of this chapter, and (b)over any action arising from the implementation of this chapter.

# CHAPTER 322 COMMERCIALAND PRIVATE FISHING VESSELS

**SECTION 322.1- RIGHTS.**

All fishing vessels shall be regulated according to treaty and applicable local laws notwithstanding any limitations established by the tribal laws and reclamation rights of indigenous peoples and their traditional waterways.

**SECTION 322.2 -JURISDICTION**

This tribal court shall have jurisdiction (a)to determine the validity of this chapter, and (b)over any action arising from the implementation of this chapter.

# CHAPTER 330 -REGULATING MEMBERS FROM ASSISTING NON-INDIANS ON THE RESERVATION WITH FISHING, HUNTING TRAPPING AND WILD PLANT HARVESTING

**SECTION 330.1 -TITLE**

This ordinance shall be known as the Al'Maurii Khan Members Assisting Non-Indians on the Reservation Ordinance.

**SECTION 330.2 -AUTHORITY**

This ordinance is enacted pursuant to Article IV, Section 1 (t) of the Al'Maurii Khan Tribal Constitution.

**SECTION 330.3 -EFFECTIVE DATE**

This ordinance shall be effective on the date adopted by the Al'Maurii Khan Tribal Council.

**SECTION 330.4 -DEFINITIONS**

(1)"Conservation Department" means the Conservation Department of the Tribe.
(2)"Fishing" means using a hook and line, net, spear, or any other means to catch and take fish.
(3)"Hunt" means to shoot, shoot at, pursue, take, catch, or kill, any animal on-reservation, but does not include the recovery of any animal which has already been lawfully reduced to possession.
(4)"Member" means any person who is enrolled or is eligible for enrollment in the Tribe, citizen, or denizen of the Tribe, or anyone who is recognized as a member of the Tribe by the Tribal Council.
(5)"Non-member" means any person who does not come within the definition of member. Includes Moors and Moorish-Americans whom are not authorized to enter Reservation.
(6)"Reservation" means the Al'Maurii Khan Reservation.
(7)"Trapping" includes the taking, or the attempting to take, of any wild animal by means of setting or operating any device, mechanism or contraption that is designed, built or made to close upon, hold fast, or otherwise capture a wild animal or animals.
(8)"Tribal Council" means the Tribal Council of the Tribe.
(9)"Tribe" means the Al'Maurii Khan Nation of Moors of North America.
(10)"Trust Land" means any land held in trust by the federal government for the use of the Al'Maurii Khan Tribe and its members. This does include individually owned fee land not in trust.

**SECTION 330.5 -PROHIBITION**

No member shall assist, encourage or accompany any non-Indian with hunting, fishing, wild plant harvesting or trapping on trust land within the exterior boundaries of the Al'Maurii Khan Reservation.

**SECTION 330.6 -PENALTY**

(1)The penalty for a violation of any provision of this ordinance shall be(a)a forfeiture not to exceed $500.00; or(b)community service to be set by the court; or(c)both (a) and (b) above.

# CHAPTER 331 -RESIDENT NON-MEMBER INDIAN PERMITS

**SECTION 331.1 -DEFINITIONS**

Terms used in this chapter shall have the same meaning as in Chapter 330.

**SECTION 331.2-PERMITS AUTHORIZED**

Upon application to the Conservation Department, a non-member Indian residing on the Reservation who is married to a member or who has a child who is a member and for whose support the non-member is obligated, may be issued a permit allowing the nonmember to hunt

deer on the reservation, for the consumption of the non-member and the non-member's immediate family. Such permit shall be valid only for the period July 1, through December 31 of the year in which the permit is issued.

**SECTION 331.3 -WAIVER AND CONSENT REQUIRED**

No permit shall be issued under Section 331.2 unless the applicant signs a statement irrevocably waiving any objection to the applicability of the Al'Maurii Khan Tribe's civil laws, and to the civil jurisdiction of the Al'Maurii Khan Tribal court over any violation the applicant may be alleged to commit. The applicant shall further affirmatively give his irrevocable consent to the civil jurisdiction of the Tribal Court over any offenses the applicant may be alleged to commit.

**SECTION 331.4 -AUTOMATIC LAPSE OF PERMIT**

Any permit issued under Section 331.2 shall automatically cease to have any force and effect upon any of the following conditions:

(1)The permittee removes from residence on the reservation.

(2)The permittee ceases to have a spouse or child who is a member and for whose support he/she is obligated.

(3)The permittee purports to revoke his waiver or consent as required by Section 331.1.

**SECTION 331.5 -PROHIBITIONS**

(a)No non-member resident Indian shall hunt, fish, trap, or gather on the Reservation without a permit as provided in Section 331.2.

(b)No non-member Indian shall hunt, fish, trap, or gather after any permit issued to him or her shall have lapsed pursuant to Section 331.4.

(c)No non-member Indian shall violate any terms of any permit issued to him or her pursuant to Section 331.2.

(d)No non-member shall make any false representation on his or her application for a permit under Section 331.2.

**SECTION 331.6 -FORFEITURES**

For any violation of this chapter, a non-member may be subject to a civil forfeiture not to exceed $500 and revocation of all hunting, fishing, trapping, and gathering privileges.

**SECTION 331.7. -NON-MEMBER ASSISTANCE**

The prohibition contained in Section 330.5 shall not apply to any non-member resident Indian possessing a permit issued under Section 331.2.

# CHAPTER 340 -WILDLIFE PROTECTION

**SECTION 340.1 -TITLE**

This ordinance shall be known as "The Al'Maurii Khan Wildlife Protection Ordinance"

**SECTION 340.2 -AUTHORITY**

This ordinance is enacted pursuant to Article VI, Section 1(t) of the Al'Maurii Khan Tribal Constitution.

**SECTION 340.3 -EFFECTIVE DATE**

This ordinance shall be effective as of the date on which it is adopted by the Al'Maurii Khan Tribal Council, and shall remain in effect unless and until superseded by future ordinance(s).

**SECTION 340.4 -DEFINITIONS**

(a)"Al'Maurii Khan NRD" means the Natural Resources Department of the Al'Maurii Khan Nation of Moors of North America and may at times be styled as the "Research and Reclamation Ministry".

(b)“Boat” or “Vessel” means every description of water craft used or capable of being used as a means of transportation on water, including but not limited to motorboats, canoes, jet-skis, seaplanes, and fishing rafts.
(c)“Fishing” means any activity the purpose or effect of which is to capture, kill or take fish. The term “fishing” includes but is not limited to activities involving the use of a hook and line, net, or spear.
(d)“Growing Season” means the period between the time that submergent vegetation begins to grow and the time in which it ceases to grow (generally May 15 through September 15, unless otherwise determined by the Al’Maurii Khan NRD).
(e)“Motorboat” means any boat or vessel equipped with propulsion machinery, whether or not the machinery is the principal source of propulsion. The term specifically includes, but is not limited to, watercraft such as jet skis, seaplanes, and similar craft. (f)“Person” means any natural or legal person, both members of the Al’Maurii Khan Nation and non-members.
(g)“Reservation” means all areas within the exterior boundaries of the Al’Maurii Khan Indian Reservation.
(h)“Respondent” means any person accused of violating the prohibitions described below.
(i)“Riparian Zone” means any area within the Wildlife and or Al’Maurii Khan wetland complex lying within the exterior boundaries of the Reservation.
(j)“Sensitive Vegetation Area” means any area within any slough in which submergent, floating leaf, or emergent vegetation is growing, or in which such vegetation is expected to grow.
(k)“Wildlife” means the animals living in their natural habitat and not within the possession or control of any person, natural or corporate, or animals protected by this Al’Maurii Khan Ordinance and any other Wildlife located within the exterior boundaries of the reservation.
(l)“Slow-No-Wake” means that speed at which a boat moves as slowly as possible while still maintaining steerage control.
(m)“Slow-No-Wake-Zone” means any area within the entire Wildlife and or Al’Maurii Khan wetland complex designated as such and identified by Slow-No-Wake buoys.
(n)“Tribal Court” means the Al’Maurii Khan Tribal Court.
(o)“Tribe” means the Al’Maurii Khan Nation of Moors of North America.
(p)“Warden” means any officer authorized to enforce the terms of this ordinance. (q)“Waters” means any waters within the exterior boundaries of the reservation, including but not limited to rivers, lakes, streams, creeks, ponds, wildlife and wetlands.

**SECTION 340.5 -APPLICABILITY**

This ordinance shall be applicable to all areas within the exterior boundaries of the reservation, and to all waters located within or traversing such areas. In addition, this ordinance shall be applicable to all waters in which the Tribe holds riparian rights.

**SECTION 340.6 -PROHIBITIONS AND REQUIREMENTS**

(a) Motorboats.
No person shall operate any motorboat within any sensitive vegetation area of any riparian zone during the growing season. Any boat located within any area of emergent aquatic vegetation shall have its motor lifted to its lock position. Inboard/outboard motors shall be lifted to their furthest lift position.
(b)Slow-No-Wake-Zone.
No person shall operate any boat or vessel at a speed in excess of Slow-No-Wake within any area designated as Slow-No-Wake Zone.

(c)Courtesy.
A slow No-Wake requirement shall be in effect at all times for all watercraft passing other watercraft.
(1) Paddles Prohibited in Emergent Vegetation. Propulsion through any area of emergent aquatic vegetation shall be done with a push-pole.
(2) Restriction on Bait. No person shall engage in any fishing activity unless the bait used in such activity is of a species indigenous to the basin of the body of water where said fishing activity will take place.

**SECTION 340.7-ENFORCEMENT.**

Enforcement of the prohibitions set forth above shall be performed exclusively by wardens of the Al'Maurii Khan NRD.

**SECTION 340.8 -JURISDICTION.**

The Al'Maurii Khan Tribal Court shall have exclusive jurisdiction over any alleged violation of this ordinance.

**SECTION 340.9 -PENALTIES.**

(a)The penalties for violations of any provision of this ordinance shall be as follows:
(1) a civil forfeiture not to exceed $500.00;
(2) performance of community service, as determined by the Tribal Court;(3) both (1) and (2) above.
(b) Any boat or other equipment used in violation of this chapter may be seized by the Conservation Department and ordered forfeited.

# CHAPTER 376 FIRE ORDINACE

**SECTION 376.1 OPEN BURNING, BURN BARREL AND FIRE PREVENTION ORDINANCE**

(a) Purpose. The burning of household and other waste can cause severe health problems, pollute the air, soil, and water, and pose a fire danger to the surrounding area. The purpose of this ordinance is to control and monitor the setting of fires and open or barrel burning within the exterior boundaries of the Al'Maurii Khan Reservation by any person in order to protect the welfare, peace, safety, environment, and property of the Al'Maurii Khan reservation and it's Tribal Membership.
(b) Scope. This ordinance applies to all open and burn barrel fires within the exterior boundaries of the Al'Maurii Khan Reservation.

**SECTION 376.2 DEFINITIONS.**

(a) "Acceptable Burn Barrel" shall mean a metal drum of at least 55 gallon volume, which:
(1) Has been placed upon blocks made of a material that will not cause the barrel to tip or cause the ground to burn.
(2) Has air vents of approximately "pea size" on the sides and bottom,
(3) Is covered by a screen of not to exceed 1/4 inch mesh, and
(4) Has been inspected by the Natural Resources Department or Fire Warden. (b) "Burning Barrel" shall mean any fire contained in a barrel or other type of containment where the products of combustion are emitted directly into the outdoor atmosphere and are not directed through a stack or chimney, incinerator or other similar device and the purpose of the fire is not for cooking or to provide heat to dwelling. (c) "Brush" shall mean woody debris commonly associated with land clearing of all types such as landscaping, trail clearing a and general yard

maintenance. Additional materials which may fall into this category are clean lumber from demolition (containing no paint, stain, or preservative), leaves, bark and other woody scraps from various activities. (d) "Construction/Demolition Material" shall mean wood and non-wood products commonly associated with the demolition of structures, including but not limited to; shingles of all types, insulation of all types, gypsum board, tar paper, metal plumbing, ductwork, wiring, and chemically-treated wood of all types.

(e) "Forest Fire" shall mean uncontrolled, wild, or running fires occurring on forest, marsh, field, cut-over, or other lands within the boundaries of the Al'Maurii Khan Reservation.

(f) "Hazardous Waste" shall mean any commercial chemical substance designed pursuant to the Federal Water Pollution Control Act, under 33 U.S.C. Section 1321(b)(2)(A); any hazardous air pollutant listed pursuant to the Clean Air Act, under 42 U.S.C. Section 7412; any hazardous waste defined under the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. As amended, and any other substance which constitutes a hazardous waste under tribal, state, or federal law.

(g) "Kitchen Garbage" shall mean animal and vegetable waste resulting from the handling, preparation, cooking, and/or consumption of foods.

(h) "Non-recyclable Material" shall mean Pyrex glass, window glass, light bulbs, mirrors, broken glass, china, Styrofoam and melamine type plastics, waxed paper, waxed cardboard, soiled paper, garbage, bottle or jar caps and any material for which there is no destination point for reclamation or processing.

(i) "Open Burning" shall mean any fire wherein the products of combustion are emitted directly into the outdoor atmosphere and are not directed through a stack or chimney, incinerator or other similar device. "Open Burning" includes, but is not limited to, brush burning.

(j) "Owner" shall mean the person(s) or entity(ies) which hold legal or beneficial title to a burn barrel or property and the person(s) or entity(ies) which have or exercise possession of a burn barrel or property. Owner also means landlord and lessee.

(k) "Recyclable Material" shall mean brown, clear, and green container glass, aluminum cans, steel containers, bi-metal containers, plastics containers with #1 thru #7 inside a triangle on the bottom, corrugated cardboard, newspaper, magazines, mixed paper, office paper, used motor oil, vehicle tires, and any other material for which there is a destination point named for reclamation or processing or listed as recyclable material in the Al'Maurii Khan Solid Waste Ordinance.

**SECTION 376.3 GENERAL PROVISIONS**

(a) Within the exterior boundaries of the Al'Maurii Khan Reservation, it shall be unlawful for any person to set any fire unless it shall be attended at all times and she or he has first obtained a Burning Permit from a Fire Warden duly appointed and designated by the Al'Maurii Khan Tribal Council, except for:

1. When a fire is set and designed solely for warming the person or cooking food;
2. When a fire is set for ceremonial purposes.

(b) Warming and Cooking Fires. Any person who sets a fire solely for warming the person or cooking food shall extinguish such fire before leaving it, and upon failure to do so will be in violation of this Ordinance.

(c) Ceremonial Fires. Any person who lights a fire for ceremonial purposes shall ensure that precautions are taken to prevent the spread of the fire outside the intended area and that the fire is attended at all times until it has extinguished itself.

(d) Windy Conditions. Except for ceremonial purposes where adequate fire safety precautions are taken, no burning shall occur when wind speeds exceed 10 miles per hour or when wind conditions are such that sparks or embers from the fire may be spread outside the parameters listed in subsection 376.6 for safe containment of the fire. (e) Adequate provision shall be made to prevent fire from spreading (garden hose or other sufficient source of water, shovels, dirt, etc.).

(f) Fires shall be constantly attended by a competent person until the fire is completely extinguished (fire remains are cold).

(g) Fires must be completely extinguished before you leave (fire remains must be cold).

**SECTION 376.4 PERMIT APPLICATION AND ISSUANCE.**

(a) Permit Application. Permits may be obtained from the Al'Maurii Khan Fire Warden during normal business hours after filing of an application which may be obtained from the Al'Maurii Khan Fire Warden. The application shall contain at least the following information:

1. Name, physical address, and phone number of person responsible for the burn.
2. Responsible persons who may be attending the burn.
3. Location of the burn (Fire warden may, at his or her option, require an inspection of the site by the Natural Resources Department of the Fire Department).
4. The signature of the applicant stating the following:

(A) that he or she has been given educational material regarding the environmental and health hazards of open burning,

(B) Has read and understood the material, and

(C) Has had an opportunity to ask questions of the Fire Warden about the burning regulations.

(b) Permit Issuance. Permits issued pursuant to this section shall include but not be limited to restrictions concerning: time of day, location, minimum required precautionary measures, and the length of the burning period of the permit.

(c) No fee shall be charged for a burn permit.

(d) If the permit is for a burn barrel, the burn barrel must be considered an acceptable burn barrel and inspected and approved by the Natural Resources Department or the Fire Warden prior to issuance of the permit.

(e) Burn permits for burn barrels shall expire upon on May 31 of each year.

(f) Burn permits for open burns expire upon competition of the open burn, but in no case beyond 30 days from the date of issuance of the permit. Subsequent burns at the same location require separate permits.

**SECTION 376.5 PERMIT CONSIDERATIONS**

Burning permits shall be issued only after a determination by the Fire Warden that the danger to the resources will be minimized by allowing the permittee to burn if he or she complies with the conditions of the permit and takes all reasonable precautions to prevent the escape of the fire.

**SECTION 376.6 PERMITTED BURNING**

(a) Open Burning

1. Brush burning shall be limited to wood products only, which includes only twigs, brush, leaves, grass, and untreated, unpainted sawn wood or those items defined as brush, above.
2. No construction/demolition materials or household garbage may be burned.
3. No chemically or creosote treated wood may be burned.
4. No woody materials which may be contaminated with other construction materials, including but not limited to: tar paper, insulations of all types, shingles, gypsum board, paint and other wall treatments, may be burned.

5. No recyclable materials as defined in this ordinance may be burned.
6. The burning of objectionable materials such as rubber, roofing, or any material which can damage the property of other is prohibited.
7. No open fires shall be kindled within fifty feet (50') of any property line, public right of way, building, fence, or combustible growth or material other than that intended to be burned.
8. Burn piles may be no larger than five feet by five feet five feet (5' by 5' by 5').
9. Burning of uncut grass, brush, or vegetation (running fire) is prohibited, except by special permit issued for exceptional circumstances only after inspection of the proposed burn site and agreement with the proposed burn by the Al'Maurii Khan Fire Warden and Natural Resources Department.
10. Burning after dusk or before dawn in prohibited. Open burning hours from May to October will be from 6:00 AM to 8:00 PM.
11. Burning is prohibited at all times when a general fire permit ban is in effect, as declared by the Al'Maurii Khan Fire Warden.

(b) Barrel Burning

1. Barrel burning shall be limited to burning in an acceptable burn barrel the burning of small woody debris and soiled or other non-recyclable paper.
2. No recyclable materials as defined may be burned.
3. No demolition materials as defined may be burned.
4. No material identified in376.6(a) 2-6 may be burned
5. Barrels must be covered while burning with a screen which will hold down flying ash. The screen must be in sound condition and have a mesh size no larger than one-quarter inch (1/4").
6. The barrel must not be contaminated with paint, oil, gasoline, or other potentially harmful or noxious substance.
7. Barrels must be continually observed by a responsible person during the burning process and completely extinguished before being left.
8. All barrel burning must be done after the hours 6:00 pm local time, except for when snow cover is sufficient, burning may be done at any time.
9. Burn barrels must be located in a ten foot (10') clear area, a minimum of twenty-five feet (25') from buildings and combustibles.

**SECTION 376.7 PROHIBITED BURN ITEMS.**

(a) Disposable Diapers
(b) Oil
(c) Gasoline
(d) Paint
(e) Plastics (including but not limited to Styrofoam and melamine type plastics)
(f) Household trash or garbage (including kitchen garbage) (g) Cardboard
(h) Non-recyclable paper containing plastic, paint, or other matter which is noxious when burned
(i) Dead animals not being processed or cooked as food products
(j) Any material that emits dense smoke or obnoxious odors
(k) Thermometers containing mercury
(l) Any item known to contain mercury or lead (including batteries) (m) Tires
(n) Construction/Demolition material, except for wood scraps with no paint, stain, chemical treatment or other contaminants (o) Hazardous Wastes

**SECTION 376.8 SPECIAL AUTHORITY TO RESTRICT BURNING**

This Chapter includes the authority for the Al'Maurii Khan Fire Warden to restrict and forbid the setting of any type of fire or burning within the exterior boundaries of the Al'Maurii Khan Reservation, by any person, when there is a dangerously dry season. Setting of fire or burning in this particular Section will include but will not be limited to the burning of paper or garbage, burning of leaves, campfires, outside cooking units, etc. The only exceptions will be those homes where a stove or appliance is located outside the home which is needed in the preparation of food or for heat and for ceremonial uses when the Fire Warden is notified of the general location of the fire and can assure that proper fire safety precautions have been met. Proper notice will be given to the public when this restriction goes into effect by the following notification:

(a) Posting of notices at the Tribal Offices, Fire Hall, Al'Maurii Khan Natural Resources Department and at least one tribal enterprise, and

(b) At the option of the Fire Warden, announcement on one or more local radio stations.

**SECTION 376.9 GENERAL RESPONSIBILITY AND LIABILITY/NEGLIGENT HANDLING OF ANT MATERIAL WHICH MIGHT CAUSE A FOREST FIRE.**

(a) General Responsibility and Liability. It is the responsibility of the owner of any land upon which a burn is conducted or the owner of a burn barrel in which burning is conducted, as well as any individual, with or without a permit issued under this chapter, to ensure that his or her fire is adequately contained and does not pose a threat to the safety of his or her own person and property and that of all others which may be harmed by the act of burning. Any private individual, including owners, with or without a permit issued pursuant to this chapter, shall be liable for any injury or property damaged by the act of burning or failure to take adequate precautions to prevent injury and damage due to his or her burning.

(b) Forest Fire. Any person who would start, kindle, or otherwise encourage a forest fire through the careless use of smoking materials, fireworks, campfires, motorized equipment, flammable substances, or any other material or item of equipment shall be in violation of the Section of the Ordinance.

**376.10 PUBLIC NUISANCE**

Any private individual affected by another private individual's burning is authorized by this Chapter to bring a private citizen suit under this section to abate damages due to smoke or fire conditions which create a nuisance, or visual, or odor problems or to recover damages for injury or property damage caused by another private individual's fire.

(a) Initiation of a citizen suit shall not prohibit or limit the right of the Tribe to initiate enforcement action under this section, nor shall it require the Tribe to take enforcement action.

(b) This chapter does not provide a right of action for a citizen suit against the Tribe or any Tribal entity for any reason.

**376.11 EFFECTIVE DATE AND SEVERABILITY**

(a) Effective Date. This ordinance shall be effective upon the date of adoption by resolution of the Al'Maurii Khan Tribal Council, until amended or otherwise expressly invalidated by the Tribal Council.

(b) Severability. If any section, provision, or portion of this Ordinance id judged unconstitutional or invalid by the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER, the remainder of this Ordinance shall not be affected.

**376.12 ENFORCEMENT/EVIDENCE**

(a) The Al'Maurii Khan Fire Warden and Fire Department, Conservation Wardens and the Al'Maurii Khan Tribal Police Department are authorized to issue citations for violation of this Chapter.

(b) The Al'Maurii Khan Fire Warden and Fire Department, the Al'Maurii Khan Conservation Wardens, and the Al'Maurii Khan Police Department may issue immediate cease and desist orders for suspected violations or when burning appears to create unsafe condition. Such cease and desist orders may be issued regardless of whether a permit has been issued or whether a citation has been issued. The cease and desist order shall expire within 36 hours of issuance if a citation is not issued.

(c) The Al'Maurii Khan Fire Warden, Fire Department, the Al'Maurii Khan Conservation Wardens, and the Al'Maurii Khan Police Department are authorized to enter private property, tribal, trust, allotted, or leased property at all times to inspect all outdoor fires.

(d) Citations for violations shall include, but not be limited to the following: an affidavit of a member of the Al'Maurii Khan Fire Wardens, or the Fire Department, the Al'Maurii Khan Conservation wardens, or the Al'Maurii Khan Police Department stating the conditions occurring during the burn or the manner of material being burned; or photographs of the burn site and material being burned when accomplished by an affidavit describing the date, time, location of the fire, the ownership, if known, of the barrel, and any other relevant conditions.

**376.12 JURISDICTION/PENALTIES**

(a) The (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER shall have jurisdiction to hear all matters prosecuted pursuant to this Chapter, including citizen suits.

(b) The (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER may impose any of the following penalties for violations of this Chapter, singly or in any combination:

1. Immediate injunction against burning;
2. Restitution for damages caused by violations, including damages for any harm to any tribal resources;
3. A civil forfeiture of not to exceed $1,000.00. Each day of any continuing violation may be charged as a separate violation and separate forfeiture may be imposed;
4. In addition to a civil forfeiture, any personal property, including vehicles and other equipment, which has been used connection with the violation of this chapter may be seized and forfeited pursuant to the appropriate sections of the Tribal Court Code. Seizure of burn barrels or other items which are too hot to move may be effected by posting a copy of the citation on or near the item seized until the item has cooled sufficiently for removal.

(c) Citizen suit damages are separate from and may be in addition to and may duplicate any damages requested by the tribe under this Section.

# CHAPTER 401 – LEGAL DESCRIPTION OF RESERVATION.

(a) The lands styled as "Al'Maurii Khan Reservation" in these Tribal Codes is legally described as "Lot 13, Block 56, St. Johns Riverside Estates, Highlands Section Unit 2, according to the Plat thereof, as recorded in Plat Book 5 Page 43, of the Public Records of Putnam County, Florida in the County of Putnam, Florida territory, North America / Northwest Amexem / Indian Country 18 USC 1151, on unincoporated lands catalogued under Township 39, Range 11, Section 26 East Surveyed & Approved by Benjamin A Putnam (Surveyor General) under the authority of the United States." And includes "That part of the South ½ of Section 17, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of Atlantic Coast Line Rail Road right-of-way; TOGETHER with that portion of the former railroad right-of-way lying between the West extensions of the North and South boundaries of the afore described premises; & that part of Section 19, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of U.S. Highway No. 301, all of Section 20, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of U.S. Highway No. 301 and all lots and blocks in KINGSTON CITY, as per map or plat thereof as recorded in Plat Book 23 on Page 60 of the Public Records of Hillsborough County, Florida and all lots and blocks in KENWOOD GARDENS, as per map or plat thereof as recorded in Plat Book 12 on Page 60 of the Public Records of Hillsborough County, Florida and a portion of Section 30, Township 27 South, Range 21 East, Hillsborough County, Florida, be more particularly described as follows: Commence at the Northwest corner of the Northeast ¼ of said Section 30; thence North 89 degrees 10 minutes 42 seconds East for a distance of 133.45 feet to the point of beginning; thence South 60 degrees 45 minutes 00 seconds East, for a distance of 119.74 feet to a point on the South line of the North 60 feet of the East ½ of said Section 30; thence South 89 degrees 10 minutes 41 seconds West, along the said South line for a distance of 138.37 feet, to a point on the Easterly right-of-way line of S.C.L. Railroad Right-of-way; thence North 29 degrees 15 minutes 00 seconds East, along the said Easterly right-of-way line of the S.C.L. Railroad, for a distance of 69.34 feet to the Point of Beginning."

(b) Any residence off reservation by a tribal member shall afford the same protections as having a residence on Reservation as reasonably applicable as possible, consistent with local laws, and with full consideration of the rights of all parties that may be affected by actions under this subsection.

**SECTION 401.1 – AUTHORITY AND PERMIT.**

(a) By Operation of Law through birthright and previous occupation by Our Mississippian ancestors that were Moors whom eventually became Creek, Seminole, Muscogee, Eumassee, Estelusti, Black Indians, Negro Indians, Freedmen, et al. misnomers.

(1) Said lands are described as vacant on Hillsborough County Records as of February 21st, 2021.

(2) Said titles and deeds attached to the land as described in Hillsborough County are not verifiable and warrant no evidence of transfer through a lawful chain of title, i.e. from a sovereign.

(3) Said titles and deeds are colored and evidence no appearance of attachment, homestead, and right of possession as a matter of tribal right which the laws of the United States is bound to protect.

(4) Said lands have been evidenced to make up part of Our ancestral inhabitation that extended from a Moorish Fort styled Fort King was constructed over an ancient mound near a seep spring and also very near to "Silver Springs" which is a first magnitude spring discharging hundreds of millions of gallons of fresh water per day, forming the Silver River which is a tributary to the 74 mile long Ocklawaha River in Florida History and we have returned for

resettlement as a matter of postliminy right and the obligations established upon receiving and recognizing Our natural persons as protected under State and Federal laws from alienation of the rights established by Our having national origins antecedent to the establishment of the contemporary Nation-States and municipalities that have found a home within Our ancestral lands.

(5) The Tribe is apprised of treaty rights restoring and protecting the effects [of their Moorish ancestors] lost during a war with a Foreign nation. See Article III of the 17871836 treaty between the United States of America and the Sultan of Morocco and 1866 Creek, et al. Indian Treaties.

(6) Presidents of the United States, William J. Clinton and Barrack H. Obama, have already extended more favorable treatment than provided under the Vienna Convention pursuant 22 U.S.C. §254c by signing onto the United Nations Human Rights agreements and Declaration on the Rights of Indigenous Peoples further evidencing a status of being Internationally protected persons under 18 U.S.C. §112.

(7) No evidence that Al'Maurii Khan Nation has made a special election or consented to any presumption of civil or criminal jurisdiction by the State or STATE OF FLORIDA pursuant title 25 U.S.C. §1321 - §1322(a) and §1326.

(8) The Al'Maurii Khan Nation is authorized to accept a retrocession by any State of all or any measure of the criminal or civil jurisdiction pursuant Article XX of treaty of peace between the United States and the Sultan of Morocco, the 1866 Creek, et al. Indian Treaties and title 25 U.S.C. §1323.

(9) Title 22 U.S.C. §141 - §143 and the Landmark Supreme Court Case McGirt v. Oklahoma, 591 U.S. further affirms cession of territorial jurisdiction of United States in Moorish lands [sic. Indian Country] establishing an abatement of any actions by your office [a United States court (State or Federal)] pursuant title 25 U.S.C. §1325.

(10) Pursuant title 26 U.S.C. 641 Imposition of taxes on a foreign trust or foreign estate shall be treated as a nonresident alien individual who is not present in the United States at any time.

(b) Heritage Sites Relating to the Al'Maurii Khan Reservation at Thonotosassa.

The three Aboriginal, Indigenous Mound locations closest to the Aboriginal Estate at Thonotosassa. It is important to remember that based on sound, thoroughly researched evidence that Thonotosassa is an important Moorish Legacy site unto itself for the following cultural and scientific reasons:

1) There are the skeletal remains of our Beloved Ancestors located along the terrain; including sand burial mounds documented to be located, excavated and later destroyed within close distances of Lake Tenotosassa (Seminole)/Thonotosassa extending into the Green Swamp Wetlands and beyond. The burial practices evaluated are yet another validation/ connection between the true People of the Land.

2) There are lithic and ceramic artifacts and more that go undisclosed to the "public" taken from the Thonotosassa Estate, even at the university level. Most of these artifacts landed into private collections and were moved out of the area according to a supervised report at the University of South Florida. These artifacts validate the ancient presence and confluence of Tribal unto National technologies.

3) There are numerous linguistic connections between the Tribes and Nation pertaining to the resources on location. The Indigenous term which describes the massive waterway which pours from the Green Swamp Wetlands along the floodplain into the Thonotosassa Territory is derived

from the Muskogee (Yamassee) language: Locktsapopka (lokchia: acorns / popka: eating place) is documented to mean, “Place where acorns are sourced and eaten.” The Tocobaga People (later termed the “Safety Harbor People”) occupied this area (as I am certain you already know based on a question you asked a few weeks ago) and the Mocoso Tribes along with the Pohoy, inhabited the area of the Locktsapopka (“Hillsborough”) in the 16th century. The very term and meaning of Tenotosassa / Thonotosassa is derived from the Creek and Seminole languages meaning (ronoto: flint and sasv: some) “place where valuable chert or flint is sourced.” The name “Hillsborough” is said to be in tribute to a British military “officer.”

4) The evidence clearly shows that there are botanical connections based on the specific plants shrubs and trees in the “region.” The Tocobaga Mound Site (Safety Harbor) is the largest mound site remaining in the Tanpa Territory. This Mound site has a connection with one of the first mound locations we ever traveled to on the Crystal River when considering lithic and ceramic artifacts and published archeological data. Information provided by Our Research and Reclamation Ministry. See also the website at www.diamondlegacyamerica.org for more information and research about our Mound Building ancient ancestors.

Image used for educational purposes only.

# CHAPTER 403 -TRIBAL LEASES

**SECTION 403.1 -PURPOSE**

The purpose of this chapter is to provide for the public health, safety, and welfare by establishing an orderly procedure for the residential leasing of tribal land to tribal members.

**SECTION 403.2 -AUTHORITY**

This chapter is adopted pursuant to Art. VI, sec. 1 (c) and (w),Al'Maurii Khan Nation Constitution.

**SECTION 403.3 -MAXIMUM LOT SIZE**

No lease of tribal land to a tribal member for residential purposes shall exceed three acres in size.

**SECTION 403.4 -PROCEDURE ESTABLISHED**

No agreement for the residential leasing of tribal land to a tribal member shall be entered into except as provided in this chapter.

**SECTION 403.5 -ADMINISTRATOR'S DUTIES**

The administrator of this chapter shall be responsible for assisting applicants with applications, for making all necessary inter-departmental and inter-agency contracts with regard to particular applications, for certifying to the Tribal Council or denying all lease applications based on the standards provided in this chapter, for maintaining the Official
Lease Map, and for executing all other tasks specifically assigned to him by this chapter.

**SECTION 403.6 -ADMINISTRATOR ESTABLISHED**

The Environmental Health Community Health Representative shall serve as the administrator of this chapter.

**SECTION 403.7 -PROCEDURE**

(a)Application. The administrator shall make lease site application forms available to any tribal member seeking a residential lease. An applicant seeking a residential lease site shall complete an application on the form provided him by the administrator. The applicant may list in order of priority up to three desired lease sites. The applicant shall describe the lease sites as completely as possible and shall include a legal description if available. If necessary for adequate identification the administrator shall make a visit with the applicant to the proposed lease sites.

(b)Legal Description. If the applicant is unable to supply a complete legal description of any proposed lease site, the administrator shall request one from the Bureau of Indian Affairs before proceeding further in the certification process for that site.

(c)Zoning. The administrator shall check the proposed lease site against the Official Zoning Map, the Official Lease Map, and the Official Forestry Map, and shall verify on the application that the site is tribal property, is not otherwise leased, is within a residential district, is independent of shoreland/wetland restrictions, and is outside the boundaries of any forestry development project. If the site is encroached by shoreland/wetland restrictions but is partially usable for residential site, the administrator shall so note on the application and inform the applicant. The applicant may then choose to have the administrator continue the certification process of the site so encroached, or may request the administrator to proceed with the certification process on an alternate site.

(d)Flood Plain. The administrator shall check the proposed site against the Official Flood Map. If the site is within a 100 year flood plain the administrator shall so note on the application and inform the applicant. The applicant may then choose to have the administer continue the certification process of the site or may request the administrator to proceed with the certification process on an alternate site. If the applicant directs the administrator to proceed with the certification process of the flood plain site, the applicant shall sign a statement declaring that he is aware that he will be ineligible for tribal or Indian Health Service assistance in the installation of sewer and water facilities. The site shall not, however, be denied certification solely because it is within a 100 year flood plain.

(e)Percolation. The administrator shall refer a site not within a flood plain and meeting the criteria specified in Section 403.7(c) to the Indian Health Service to perform a percolation test and to determine the feasibility of locating at the site a private sewer disposal system and well meeting the requirements of Chapter 402. Based on Indian Health Service reports and recommendations

the administrator shall determine if the site is suitable for an approved private sewer disposal system and well under Chapter 402. For sites within a flood plain, the applicant shall privately secure and convey to the administrator the information required by this subsection.
(f)Certification -Denial. If the proposed site fails to prove suitable under Section 403.7(e), the site shall be denied certification, the applicant shall be so informed, and the administrator shall commence the certification process for an alternative site listed on the applicant's application, or shall consult the applicant to determine his wishes. (g)Certification -Granted. If the proposed site is found suitable for a private sewer system and well under Section 403.7(e), the administrator shall instruct the Bureau of Indian Affairs to prepare a lease for the site. The lease shall specify the type of private sewer disposal system permitted at the site.
(h)Tribal Council Approval. The administrator shall submit to the tribal council for approval the completed lease application, the lease prepared by the Bureau of Indian Affairs, and a draft resolution approving the lease. If the Tribal Council approves the lease resolution, the administrator shall submit all necessary papers to the Bureau of Indian Affairs for execution and recording.
(i)Recording on Official Lease Map. Upon execution and recording of the lease, the administrator shall record on the Official Lease Map the approved lease site, and shall set down the verbal information as required by Section 403.8.
(j)Appeal of Administrator Denial. Any denial of lease-site certification made by the administrator may be appealed to the Tribal Council by submitting to the Council the lease application, the administrator's denial of certification and a statement of reasons why the denial should be overridden. The Council in determining any appeal shall apply the provisions of this chapter and any applicable chapters. For purposes of appeal any failure by the administrator to certify or to proceed further in the certification process because of a 403.7(c) conflict or 403.7(e) failure shall be construed as a denial.

**SECTION 403.8 -OFFICIAL LEASE MAP**

The administrator shall maintain the Official Lease Map of the Al'Maurii Khan Nation. The Map shall have no legal effect but shall be used as an administrative tool to locate, identify, and pictorially record lease sites. The Map shall not be altered except by the Administrator upon the execution or expiration of a lease. The Map shall contain, along with a pictorial representation of each site, the following information for each site: Name(s) of lessee(s); date of execution and term of each lease, legal description of each site, and yearly monetary consideration for each lease. The Map shall be available for inspection to Tribal members and the administrator's office, in his presence during regular business hours.

**SECTION 403.9 -FLOW CHART**

The flow chart attached to this chapter as Appendix A is intended to provide a graphic representation of the procedures prescribed herein. It is not a part of this chapter and is of no legal effect. In any case of conflict between the procedures as depicted on the flow chart and the procedures described in this chapter, the latter shall be controlling.

**SECTION 403.10 -APPLICATION FORM**

The application form attached to this chapter as Appendix B shall be the official application form for residential leases for tribal members. The application form may be modified by the administrator provided such modification is submitted to the Tribal Council for review at the next subsequent regular Tribal Council meeting.

Section 403.11 -Effective Date

This chapter shall be effective on the date following Tribal Council approval.
Section 403.12 -Termination of Leases
Any lease executed hereunder may be terminated for violation thereof, in accordance with 25 CFR Part 131. Without implying limitation by enumeration, it is expressly stated that ground for termination of any residential lease executed hereafter shall be lessees failure to construct and complete permanent residential improvements within a period of two years from the date of the lease.
**Appendix B** To be amended with Standard Application for Lease by Tribal Order on a later date.

# CHAPTER 404 – LAND ATTACHMENT, ESTATE REVRSION, POSTLIMINY RIGHTS.

**SECTION 404.1 DEFINITIONS.**

(a) See Al'Maurii Khan Nation Tribal Code Section 102.01, which maybe supplemented by definitions from other chapters of this tribal code or other jurisdictions, in interests of fairness to all parties.

(1) Any acts prohibiting the Tribe's continual occupation and or resettlement of ancestral lands as a matter of tribal right secured under treaty shall be considered an act of genocide.

(2) "abandonment" shall mean the surrender, relinquishment, disclaimer, or cession of property or of rights. Voluntary relinquishment of all right, title, claim and possession, with the intention of not reclaiming it. The giving up of a thing absolutely, without reference to any particular person or purpose, as vacating property with the intention of not returning, so that it may be appropriated by the next comer or finder. Intention to forsake or relinquish the thing is an essential element, to be proved by visible acts. The voluntary relinquishment of possession of a

thing by owner with intention of terminating his ownership, but without vesting it in any other person. The relinquishing of all title, possession, or claim, or a virtual, intentional throwing away of property.

Abandonment includes both intention to abandon and the external act by which the intentions carried into effect. In determining whether one has abandoned his property or rights, the intention is the first and paramount object of inquiry, for there can be no abandonment without the intention to abandon. Generally, "abandonment' can arise form a single act or form a series of acts.

Time is not an essential element of "abandonment", although the lapse of time may be evidence of an intention to abandon, and where it is accompanied by acts manifesting such an intention, it may be considered in determining whether there has been an abandonment.

"Abandonment" differs from surrender in that surrender requires an agreement, and from forfeiture, in that forfeiture may be against the intention of the party alleged to have forfeited

(3) "vacant" shall mean empty, unoccupied, absolutely free, unclaimed, and unoccupied. (4) "land" shall mean real property including real estates appurtenant to the Earth as an unalienable Divine Right and or Gift from the Most High by blood inheritance which remains unchanged by civil law; also the ground from which the tribe sprang up from and will return to by nature and the Will of Allah. It includes that portion of territories Granted to Our ancestors by the Pharaohs of Egypt as evidence by Our continued occupancy in said lands and the Holy Books of the Family of Nations.

(5) "land owner" any person(s) having de jure absolute rights of ownership of land evidenced by blood and kinship to original inhabitants in any form guaranteeing protection under the Supreme law.

(6) "color of title" shall mean any title to lands issued absent a sovereign authority, or without allodium.

(7) "postliminy" shall mean the right by which persons and property seized in war are restored to their former status on recovery.

(8) "reversion" shall mean the right, especially of the original owner or their heirs, to possess or succeed to property on the death of the present possessor or at the end of a lease.

(9) "res judicata" shall mean a matter adjudged; a thing judicially acted upon or decided; a thing or matter settled by judgment, or a phrase of the civil law, constantly quoted in the books. The Rules that final judgment or decree on merits by court of competent jurisdiction is conclusive of rights of parties or their privies in all later suits on points and matters determined in former suit. And to be applicable, requires identity in thing sued for as well as identity of cause of action, of persons and parties to action, and of quality in person for or against whom claim is made. The sum substance of the whole rule is that a matter once judicially decided is finally decided.

(10) "tribal claim" shall mean a claim of attachment to lands previously occupied and or owned by the Tribe's ancestors filed in the Tribal Court.

(b) No manner of wording originating from the laws of the Tribe shall be construed to deprive any person of life, liberty, or property absent due process in accordance with international and local law standards.

**SECTION 404.2 JURISDICTION.**

(a) All tribal claims and actions against land and or property shall be under the jurisdiction of the Tribe and administered by the Tribal Court.

(b) Waivers of jurisdiction over matters in this chapter shall be by Tribal Order only and expressly granting to another venue jurisdiction over the specific matter.

**SECTION 404.3 PROCEDURE.**

(a) Service of process upon a defendant(s) in a tribal claim in this matter shall be according to Al'Maurii Khan Tribal Code Chapter 111 or any other means that may be determined as satisfiable under any other administrative procedure.

(b) The claim and evidence of service must be filed with the Tribal Clerk immediately. (c) Judgements shall be administered according to the terms of the claim and consistent with A.K.N. Tribal Code Chapter 112.

(d) Briefs evidencing a foreign judgement will be provided to the relevant Federal and State agencies for proper filing and notice to the public.

**SECTION 404.4 DISCLAIMER.**

(a) No parts of this chapter or any laws of the Al'Maurii Khan Nation or any Federal or local State laws shall be construed to violate the property rights and interests in land of any tenants who may be resident within Tribal lands by any member or non-member. (b) Notwithstanding due process violations, deviations in administration of tribal claim under this chapter shall not bar the plaintiff from relief administered to the degree allowable by justice, equity, and fairness for all parties.

(c) The Al'Maurii Khan Tribal Trust shall be the listed owner of property controlled by Tribal members securing relief under this chapter, in accordance with the laws of the Tribe, unless expressly waived by an authorized representative for the Tribe and filed upon the Tribal court record before the issuance of a judgement.

**SECTION 404.5 PURPOSE:**

The purpose of this Ordinance is to evidence approval by the Tribal Council of the request for AL'MAURII KHAN NATION RESTORATION ACT OF 2021 and to streamline the protection of our tribal members rights and liberties as described in Our Tribal Constitution and Codes, established for the benefit of ourselves and our posterity in accordance with Our Customs and Traditions, the local laws, the Supreme laws of the land and International law doctrines in support of the same based upon treaty agreements and obligations inherited by the Congress of the United States (sic. U.S. Congress) through the AL'MAURII KHAN NATION RESTORATION ACT OF 2021.

**SECTION 404.5 "AL'MAURII KHAN NATION RESTORATION ACT OF 2021".**

(a) Definitions.

(1) Member.--The term "member" means an individual who is enrolled in the Tribe pursuant to section 6.

(2) Moor.—The term "Moor" means any "True American Citizen" owing allegiances to the American lands from Alaska to Canada and down to the Caribbean islands, inclusive of Central and South America as part and parcel of the Grand Maghrib; it includes the "Paleoamerican", "Indian", "Alaskan Natives", Indigenous peoples and or native Americans of the Eastern shores of North America and the "African-American", "LatinAmerican", "Black Indian", "Gullah-Geechee", "West Indian", "Puerto Rican", "Maroon (Jamaican-American)", "Haitian-American", "Dominican-American", "Cuban-American", "American aborigine", "Moorish-American", "Moroccan-American", "Moorish/Moroccan subjects", and the other ancient Berber descendants and those bearing their blood having the equal right and liberty of self-governance as matter of treaty rights with the United States.

(3) Secretary.--The term “Secretary” means the Secretary of the Interior.
(4) Tribe.--The term “Tribe” means the Al’Maurii Khan Nation.
(5) Tribal Property.—-The term “Tribal property” means Proclaimed Reservation Lands referred to in Article I, ss. b. of Al’Maurii Khan Nation Tribal Constitution, inclusive of lands claimed by the Al’Maurii Khan Nation in accordance with Al’Maurii Khan Nation Tribal Law Codes consistent with the Supreme law of the land and the guarantee of a republican form of government.
(6) Tribal Ordinance.—The term “Tribal Ordinance” shall embrace all Tribal Orders and Judgments issued under raised Seal of the Al’Maurii Khan Nation and be guaranteed the Full Faith and Credit in accordance with applicable United States laws and procedures. (7) United States.—-The term “United States” means the de jure Government of North America and or “United States of America” as an appendage of the Brit-Moor empires through the Jay Treaty and the Marrakesh Treaty, organized under the principles of isonomi as a foundation for the enforcement of the Supreme law of the land to protect the ancient Birthrights of the posterity of the First Nations (sic. Moors) that welcomed all others to these shores to establish the melting pot that exist today in North America and the adjoining islands, and those inheritors of the obligations and duties to perform as a result of presenting themselves before the world as servants of the true American citizens and the Public by Oath. The term “United States” shall also mean the American Republics as defined in 22 USC §611(l).
(b) Federal Recognition.
(1) In General.--Federal recognition is extended to the Tribe on the date of and by deposit of the Bill with the United States Legislature, whether received by the House or Senate.
(2) Effect of Federal Laws.--Except as otherwise provided in this Act, all Federal laws (including regulations) of general application to Indians and Indian tribes, including the Act of June 18, 1934 (25 U.S.C. 5101 et seq.) (commonly known as the “Indian Reorganization Act”), shall apply to the Tribe and members not withstanding any prohibitions established by treaty or previous agreement.
(c) Federal Services and Benefits.
(1) In General.--Beginning on the date of enactment of this Act, the Tribe and each member shall be eligible for all services and benefits provided by the United States to Indians and federally recognized Indian tribes, without regard to—
(aa) the existence of a reservation for the Tribe; or
(bb) the location of the residence of any member on or near an Indian reservation.
(2) Service Area.--For purposes of the delivery of services and benefits to members, the service area of the Tribe shall be considered to be the area comprised of Hillsborough, Osceola, Orange, Pasco, and Hernando Counties in the State of Florida.
Reaffirmation of Rights.
(1) In General.--Nothing in this Act diminishes any right or privilege of the Tribe or any member that existed before the date of enactment of this Act by treaty or other agreement.
(2) Claims of Tribe.--Except as otherwise provided in this Act, nothing in this Act alters or affects any legal or equitable claim of the Tribe to enforce any right or privilege reserved by, or granted to, the Tribe that was wrongfully denied to, or taken from, the Tribe before the date of enactment of this Act.
A. The Moors of the Tribe, by their own confession of the same liberties asserted herein and with the authority of this Act, shall be considered as being, themselves, verifiable proof of their

peoples (1) acceptance of the Divine Birthright Granted to all by their Creator and (2) confessed freedom from slavery, oppression, and tyranny under the laws of the United States or any other foreign or domestic agents, nunc pro tunc.

B. The Land claims and attachments thereto, as stated herein shall stand as valid and be protected by the Laws of this United States of America and the laws of the State of Florida for the benefit of the Tribe, withstanding any failure or passage of this bill.

§404.5(d) Membership Roll.

(1) In General.--As a condition of receiving recognition, services, and benefits pursuant to this Act, the Tribe shall provide to the Secretary, by not later than 18 months after the date of enactment of this Act, a membership roll consisting of the name of each individual enrolled as a member of the Tribe.

(2) Determination of Membership.--The qualifications for inclusion on the membership roll of the Tribe shall be determined in accordance with Al'Maurii Khan Nation Tribal Constitution Article 2 (Revised 2021). (including amendments to the constitution).

(3) Maintenance of Roll.--The Tribe shall maintain the membership roll under this section and relevant sections of the tribal code.

(e) Transfer of Land.

(1) Homeland.--The Secretary shall aid the Al'Maurii Khan Nation, consistent with the various limitations and provisions of the 1794 Jay Treaty affirming amity with Moors [sic. Indians] in North America and the 1836 United States – Morocco Treaty regarding access to aid and assistance, as follows:

A. With the Tribe's current and future Tribal Claims against their ancestral American lands which upon the date of claim and or application to the Bureau of Land Management were / are vacant or abandoned and described as follows, i.e. having no bona fide owner, securing title by any sovereign recognized under international law:

(aa) Being Pleasant Hill Lakes Unit 7 PB 6 PG 92 LOT 5 in the Public Records of Osceola County, Florida.

(bb) Being the Lot 370, Block Q, Pinecrest Villa Addition No. 1, according to the Plat thereof, as recorded in Plat Book 14 Page 40, of the Public Records of Hillsborough County, Florida.

(cc) Being Lot 20 and West ½ of Lot 21,Block 32, of Temple Crest Unit No. 2, according to the plat thereof, as recorded in Plat Book 10 Page 62, of the Public Records of Hillsborough County, Florida, North America; and together with any unidentifiable or identifiable fixtures located thereon as a fixture and appurtenance thereto and being a lessor portion of Our ancestral lands NOT surveyed and unlawfully sold by the United States to Bunten, Addie in 1887 under alleged authority of 3 Stat. 566 and identified / documented in the United States Bureau of Land Management records as Document No. 9065 and described as follows: MERIDIAN: Tallahassee, TOWNSHIP-RANGE: 028S - 019E, SECTION: 28, ALIQUOTS: N½ NW¼.

(dd) Being that part of the South ½ of Section 17, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of Atlantic Coast Line Rail Road right-of-way; TOGETHER with that portion of the former railroad right-of-way lying between the West extensions of the North and South boundaries of the afore described premises; & that part of Section 19, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of U.S. Highway No. 301, all of Section 20, Township 27 South, Range 21 East, Hillsborough County, Florida, lying East of U.S. Highway No. 301 and all lots and blocks in KINGSTON CITY, as per map or plat thereof as recorded in Plat Book 23 on Page 60 of the Public Records of Hillsborough

County, Florida and all lots and blocks in KENWOOD GARDENS, as per map or plat thereof as recorded in Plat Book 12 on Page 60 of the Public Records of Hillsborough County, Florida and a portion of Section 30, Township 27 South, Range 21 East, Hillsborough County, Florida, be more particularly described as follows:

Commence at the Northwest corner of the Northeast ¼ of said Section 30; thence North 89 degrees 10 minutes 42 seconds East for a distance of 133.45 feet to the point of beginning; thence South 60 degrees 45 minutes 00 seconds East, for a distance of 119.74 feet to a point on the South line of the North 60 feet of the East ½ of said Section 30; thence South 89 degrees 10 minutes 41 seconds West, along the said South line for a distance of 138.37 feet, to a point on the Easterly right-of-way line of S.C.L. Railroad Right-of-way; thence North 29 degrees 15 minutes 00 seconds East, along the said Easterly right-of-way line of the S.C.L. Railroad, for a distance of 69.34 feet to the Point of Beginning." LESS AND EXCEPT those parcels occupied lawfully by any natural persons resident in the territory and or whom are de jure Citizens of the State of Florida.;

B. With acquisitions of lands available under the laws of the United States of America, for the benefit of the Tribe;

C. With securing trust title to Tribal property to be used for a tribal land base and service area to Tribal members.

(2) Additional Land.--The Secretary may acquire additional land for the benefit of the Tribe pursuant to section 5 of the Act of June 18, 1934 (25 U.S.C. 5108) (commonly known as the "Indian Reorganization Act").

# CHAPTER 406 -PRIVATE ON-SITE WASTEWATER TREATMENT AND DISPOSAL SYSTEMS ORDINANCE/POWTS/OWTS.

An ordinance regulating the design, location, installation, renovation, operation, maintenance, and inspection of individual, cluster, commercial and institutional wastewater treatment and disposal systems; requiring permits therefore; and prescribing penalties.

**SECTION 406.1-INTRODUCTION AND AUTHORITY**

(a)Title. This Ordinance shall be known as the Al'Maurii Khan Nation (the "Band" or the "Tribe") Private On-Site Wastewater Treatment and Disposal Systems Ordinance. (b)Authority. The Al'Maurii Khan Nation Tribal Council is authorized by Article VI of the Al'Maurii Khan Nation Constitution to adopt regulations governing the use and management of the private lands and other resources located within the exterior boundaries of the Al'Maurii Khan Nation Trust Lands and or Reservations in accordance with self-governance rights protected since 1491 under Granada treaty and further extended by the 1787 – 1836 treaty between the United States – Sultan of Morocco, and the Transcontinental Agreement / 1819 Florida Purchase.

(c)Purpose and Intent. The purpose of this Ordinance is to develop a Tribal code for individual septic systems and other types of individual wastewater treatment and disposal systems in order to protect the health, safety and welfare of the people of the Al'Maurii Khan Nation Reservation and other affected communities by improving the groundwater and surface water quality on the Al'Maurii Khan Nation through regulation of individual wastewater systems and preventing future negative impacts on the groundwater and surface water quality. Furthermore, the development of this Ordinance will help protect wildlife, fish and aquatic organisms in the streams, rivers, lakes and wetlands within the Al'Maurii Khan Nation Reservation.

(d)Scope and Date of Applicability. This Ordinance shall govern within the boundaries of the Al'Maurii Khan Nation Reservation and apply immediately upon enactment to any new installation or any renovation of private on-site wastewater treatment and disposal systems (POWTS) and the operation, maintenance, correction and inspection of such systems, as well as holding tanks, engineered systems, experimental systems, privies and other non-plumbing systems. Existing systems shall have one (1) year from the date of enactment of this chapter to come into compliance with its terms evidenced through acquisition of an Inspection Certificate for an adequate system or repair, upgrade, or replacement of a failing or inadequate system. POWTS owners who anticipate not being able to bring their system into compliance within one year of the date of enactment to enter into a compliance schedule agreement with the POWTS Inspector. Systems subject to such a compliance schedule agreement shall have three years from the date of enactment to come into full compliance.

(e)Interpretation. In the interpretation and application of this Ordinance, its provisions shall be held to be the minimum requirements and shall be construed so as to fully effect its purpose and shall not be deemed a limitation or repeal of any other power by law or Ordinance except as specifically provided herein. In the event conflicting requirements are imposed by this Ordinance or by other Ordinances of the Tribe, the most restrictive provisions shall apply. The POWTS/OWTS Inspector shall rule on what is more restrictive, and appeals from such decisions, as well as other interpretations, may be made in accordance with Section 406.10E herein.

(f)Reference and Inclusion of Florida Administrative Code, Department of Commerce and Florida Department of Environmental Protection, applicable provisions of the Florida

Administrative Code, Fla. Department of Commerce Regulations, including Chapter 381 Florida Statutes Annotated, and relevant Statutes are hereby incorporated into this Ordinance as tribal law. The most recent version of such provisions in effect on the date action is taken pursuant to this Ordinance shall apply. In the event such provisions are no longer the applicable regulations for the State of Florida, this Ordinance shall adopt the regulations then in place for the State of Florida, or, if none exists, the most recent version of such provisions prior to deregulation. Inclusion of Florida Administrative Code and Florida Statutes provisions by reference shall not serve to submit the Tribe or its members to the jurisdiction of the State of Florida.

(g)Construction. Words used in the present tense include the past and future tense; the singular includes the plural and the plural includes the singular; the word "shall" is mandatory, and the word "may" is permissive; the masculine gender includes the feminine gender.

(h)Federal Law. Nothing in this Ordinance is intended to modify or supersede requirements of federal law. Permits will not be issued under this Ordinance until all required federal approvals and permits have been obtained.

**SECTION 406.2 -DEFINITIONS**

(a)"Applicant" shall mean a person who submits an application for a permit for the installation or renovation of a POWTS.

(b)"Board" shall mean the POWTS Board or a OWTS authority under applicable Florida Administrative Code, et al. laws as referenced by Section 406.1(f), above..

(c)"Compliance Order" shall mean an order issued by the POWTS Inspector, which shall provide in detail remedial measures, including a sequence of interim requirements and target dates (for instance actions, operations, or milestone events) that lead to compliance with this Ordinance of a Court Order.

(d)Compliance schedule" shall mean that schedule for meeting interim and final requirements agreed to with the POWTS Inspector or issued through a Court order. (e)"Department" shall mean the Al'Maurii Khan Nation Natural Resources Department. (f)"Engineered System" shall mean a system designed outside the defined parameters of this Ordinance. The engineered system design plans and calculations must demonstrate equivalency to this Ordinance. An engineered system shall require a variance. (g)"Experimental System" shall have the same meaning as in applicable Florida Administrative Code, et al. laws as referenced by Section 406.1(f), above. (h)"Failing System" shall have the same meaning specified in applicable Florida Administrative Code, et al. laws as referenced by Section 406.1(f), above..

(i)"Human Habitation" shall mean the occupying of a structure as a dwelling or sleeping place, whether intermittently or as a principal residence.

(j)"Imminent Threat to Public Health or Safety" shall mean situations that pose an immediate or potential threat to public health or safety. Such situations include, but are not limited to: discharge of sewage to the ground surface, surface water or a groundwater source; any system causing sewage backup into a dwelling, or other establishment; or other situation that prohibits the system from functioning as intended and which poses an immediate or potential threat to public health or safety.

(k)"Inspection Certificate" shall mean a certificate issued by the POWTS Inspector, pursuant to Section 406.4, below, for the use of a system that has passed an inspection ensuring the POWTS is of adequate size for the premises being served and is functioning properly, and which includes performance standards, time limitations, maintenance requirements, and other conditions as may be required by the POWTS Inspector to evaluate and assure adequate system performance.

(l)“Installation” shall mean the construction or placement of a sewage treatment system on real property.
(m)“Journeyman Plumber” shall mean any person licensed and registered as a Journeyman Plumber in accordance with the Florida Department of Business and Professional Regulation.
(n)“Maintenance” shall mean such regular inspection and care for the system as may be determined by the POWTS Inspector in order to ensure safe, healthful operation consistent with the intent of this Ordinance.
(o)“Master Plumber” shall mean any person licensed and registered as a Master Plumber in accordance with the Florida Department of Business and Professional Regulation. (p)“Non-plumbing Sanitation System” shall mean sanitation systems and devices within the scope of Florida Administrative Code and USEPA Onsite Wastewater Treatment Systems Manuals, which provides alternatives to water carrying waste plumbing fixtures and drain systems; including, but not limited to, incinerating toilets, composting toilets and privies.
(q)“Non-Tribal member” shall mean someone whose name does not appear on the membership rolls of the Al’Maurii Khan Nation and who is not eligible for membership in the Al’Maurii Khan Nation.
(r)“Performance Standards” shall mean requirements and conditions applied to the issuance of an Inspection Certificate or Sanitary Permit for the purpose of evaluating system performance. Performance factors may include, but are not necessarily limited to fecal coliform, BOD, flow rates and other related factors designated in the operating permit.
(s)“Performance System” shall mean any individual wastewater treatment system to which performance standards are applied to used to evaluate performance as a condition of an Inspection Certificate or Sanitary Permit.
(t)“Person” shall mean an individual, partnership, firm, corporation, or association, or other legal entity, the state, or any other political subdivision thereof or governmental entity, but not including the Al’Maurii Khan Nation Moors of North America. (u)“POWTS Board” shall mean that board appointed by the Tribal Council to initially recommend fees and rates to the Tribal Council, amend and set fees and rates following the initial schedule adoption, establish a Policies and Procedures Manual, and hear appeals of decisions of the POWTS Inspector.
(v)“Plumbing Apprentice” shall mean any person other than a journeyman or master plumber who is engaged in learning and assisting in the installation of plumbing and drainage.
(w)“Private On-Site Wastewater Treatment System” or “Onsite Wastewater Treatment Systems” or” POWTS” shall mean a sewage treatment and disposal system serving a single structure with a septic tank and soil absorption field located on the same parcel as the structure (a cluster system), a system serving more than one structure or a system located on a different parcel than the structure. This term also means an alternate sewage system approved by the Department including a substitute for the septic tank or soil absorption field, or a holding tank. A POWTS may be owned by the property owner or by a special purpose district or management entity.
(x)“Privy” shall mean an enclosed nonportable toilet into which non water-carried human wastes are deposited.
(y)“Privy-pit” shall mean a privy with a subsurface storage chamber which is not watertight.
(z)“Privy-vault” shall mean a privy with a subsurface storage chamber which is watertight.
(aa)“Privy Permit” shall mean a permit that is issued by the POWTS Inspector for the use of a privy system that includes performance standards, time limitations, maintenance requirements,

and other conditions as may be required by the POWTS Inspector to evaluate and assure adequate system performance.
(bb)“Property Owner” shall mean any person who has an ownership interest in the premises upon which the system is located and shall include leaseholders and tenants if such leaseholder or tenant is responsible for home maintenance or construction, and shall also include any person in possession of the premises or who holds an ownership interest in any structures served by the system.
(cc)“Rebuilt” shall mean the construction which takes place after a structure being served by the POWTS is demolished or damaged to the extent of fifty percent (50%)or greater of its current equalized assessed value.
(dd)“Registered Learner” shall mean a person, other than a Restricted Plumber Licensee, who is learning a limited type of plumbing and is engaged in assisting a Restricted Plumber Licensee.
(ee)“Renovation” shall mean activity involving the extension, alteration, reconstruction, or repair of a sewage disposal system in whole or in part.
(ff)“Repair” shall mean the repair or replacement of damaged or faulty component part of a POWTS such that completion of such repair will return the system to its original operable condition.
(gg)“Residential System” shall mean any POWTS serving a private residence.
(hh)“Restricted Plumber Licensee” shall mean any person licensed as a master plumber(restricted) or a journeyman plumber (restricted) under WSA Section 145.14. (ii)“Sanitary Permit” shall mean a permit issued for the construction, installation repair or modification of an individual septic system by the POWTS Inspector under authority of the Tribe.
(jj)“Site Evaluator” shall mean any person who conducts an evaluation of a site proposed for a POWTS and who meets the requirements of licensing and certification set forth in Section 406.6 of this Ordinance.
(kk)“Soil and Site Evaluation Application” shall mean an application submitted for the purpose of requesting POWTS Inspector verification of a Soil and Site Evaluation Report.
(ll)“Standards” shall mean any POWTS standards as adopted and amended from time to time by the Tribe.
(mm)“Standard System” shall mean any POWTS which utilizes at least thirty-six inches(36") of soil, natural or imported, and is constructed and sized in accordance with recognized prescriptive standards and Department recommendations.
(nn)“Transfer, sale, or conveyance” shall mean all transfers, sales, or conveyance’s of the original owner’s or lessee’s interest in the buildings, structures or land which is served by a POWTS or upon which a POWTS is located, regardless of form, so long as the owner or lessee is divested of all rights of ownership or leasehold interest, or as exempted by Section 406.4.J.5, below.
(oo)“Variance” shall mean any modification or relief from this Ordinance where it is determined that, by reason of exceptional circumstances, the strict enforcement of the provisions of this Ordinance would cause unnecessary hardship as defined in Section 406.7 of this Ordinance.
(pp)“Wetlands” shall mean the presence of hydric soils, surface and subsurface hydrology, and hydrophytic vegetation.

**SECTION 406.3 -GENERAL REQUIREMENTS.**

(a)Structure Applicability. All structures or premises within the exterior boundaries of the Al’Maurii Khan Nation Reservation that are permanently or intermittently intended for human habitation or occupancy, whether private residential, institutional, or commercial, which are not

serviced by a public wastewater treatment system, shall have a system for holding or treatment and dispersal of sewage and wastewater which complies with the provisions of this Ordinance.
(b)Treatment. No building structures, area or premises shall be constructed or maintained for human occupancy, use or assembly without adequate facilities for sanitary and safe treatment and disposal of all human excreta, sewage and all liquid waste that could offer a hazard to the public or create objectionable nuisance conditions.
(c)Dispersal. Regardless of the type of treatment technology used, all sewage must be dispersed below grade in such a matter as to allow no sewage discharge to the ground surface or otherwise create an imminent health threat.
(d)Capacity. POWTS shall be designed to receive all sewage from the dwelling(s) or other establishment(s) served by the system, including laundry waste and basement floor drainage. Surface water, roof drainage, water softener, back flush water, spa/swimming pool water, foundation drainage, and other storm water shall not be allowed to enter any part of the system.
(e)Applicability. The requirements of this Ordinance shall apply to all land within the exterior boundaries of the Al'Maurii Khan Nation Reservation.
(f)Limitations.
(1)All commercial, institutional, and domestic wastewater shall enter a private or public sewage system unless otherwise exempted by the Tribe through this Ordinance.
(2) A non-plumbing sanitation system may be permitted when the structure or premises served by the non-plumbing sanitation system is not provided with an indoor plumbing system. If plumbing is installed in the structure or water under pressure is supplied to the structure, an acceptable method of sewage disposal other than, or in addition to, a nonplumbing sanitation system must be provided.
(3) A holding tank may be used as a POWTS unless soil and site conditions allow the installation of any of the following POWTS components:
(a) At Grade
(b)In ground non-pressurized system
(c)In ground pressure
(d)Mound system
(e)Pretreatment Systems
(f)Alternative Systems
(g)Variance Systems
(h)Engineered Systems.
(4)A thorough soil and site evaluation shall be completed in all areas in order tocomply with Section 406.4.C.
(g)Expansion. Where it can reasonably be anticipated that the construction of additional structures, dwellings, or bedrooms, or the installation of additional equipment or services will affect the operation of the existing system, a new system shall be installed or a renovation of the existing system shall comply with the applicable requirements for such additional needs.
(h)Replacement Area. All occupied properties shall provide and maintain sufficient undisturbed land area to allow for the replacement of a wastewater treatment system serving any structures, dwellings, or premises on the parcel. This area must meet, or exceed, the minimum site requirements for the treatment and disposal of the wastewater generated. A mound and an at grade system may be considered their own replacement area if no other area is available on the parcel to retain for future use.

(i)Proximity to Public Sewer. No POWTS or other means of sewage or excreta disposal shall be maintained or used on property located adjacent to a sewer main for a public wastewater treatment system or in a block through which such system is extended. Exception to this prohibition shall only be granted in accordance with Chapter 405, Al'Maurii Khan Nation Utilities Ordinance.
(j)Location. All on-site sewage systems shall be located wholly upon the property served, except as specifically approved by the POWTS Inspector and included as a condition of the permit. A valid recorded easement shall exist for any part of the system not wholly located upon the property served. Such easement shall allow for access by the POWTS Inspector and other enforcement and maintenance personnel.
(k)Maintenance. It shall be the responsibility of the owner of any premises using a POWTS, Engineered or Experimental System, holding tank, privy or non-plumbing system to provide for the periodic maintenance of such system as necessary to assure adequate function. See Section 406.9 for Maintenance Program Requirements. Failure to maintain shall result in civil fine or forfeiture.
(l)Correction: Ineffective Systems. When the POWTS Inspector, based upon inspection, determines any individual sewage treatment system, whether a POWTS, Engineered or Experimental System, holding tank, privy or non-plumbing system, is not operating in an approved manner and is in need of correction, he/she shall notify the owner in writing, through issuance of a compliance order, that the problem shall be corrected within a period of time as defined by the POWTS Inspector. Further, the POWTS Inspector may, upon failure of an individual to follow the compliance order, enter such property, upon authority of the Tribe, for the purpose of proper closure, restoration or cleanup of pollution as stated in the compliance order.
(m)New Systems in Conjunction with Old Systems. A new code compliant POWTS may be used in conjunction with an existing POWTS in an alternating configuration if the existing POWTS is code compliant and if the piping configuration is such that each system may be used independently and the homeowner is able to alternate between each system.
(n)Repair of POWTS. No permit is required for system repair if the repair does not alter the original are, dimensions, or concept of the system. However, written notice of any repair is required to be sent to the POWTS Inspector within ten (10) days of the repair completion.
(o)Failing Systems. Failing systems shall be brought into compliance within the period of time required by the POWTS Inspector's order. In the case of an imminent public health threat, abatement of the threat must be accomplished within ten (10) days of notification. Pump and haul may be required at the discretion of the POWTS Inspector, including in cases of ponding.
(p)Provisional Permit. Where weather or other conditions prevent permanent correction of an imminent public health threat within 60 days or abatement within 10 days, a provisional permit for a temporary holding tank or other method of treatment may be issued, including the use of an existing tank if such tank is in sound condition. The length of the provisional permit shall not exceed 150 days.
(q)Abandonment of Private Sewage Systems.(1)When public sewers approved by the
Tribe become available to the structure or premises served, in accordance with Chapter 405 of the Tribal Code, the private sewage system shall be disconnected within one year and a connection made to the public sewer. The POWTS Inspector shall determine whether the sewer is available. Abandonment of the disconnected private sewage system shall be done in accordance with this Ordinance and the provisions of CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE.(2)The components of an existing private sewage system that are not part of the approved

design of a replacement system shall be abandoned at the time of installation of the replacement system by the plumber installing the new system. The abandonment shall comply with this Ordinance and provisions of CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE . (3)The POWTS Inspector may impose additional requirements for individual sites which may not be abandoned satisfactorily under the provisions of CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE . (4)Previously abandoned POWTS shall be confirmed by the POWTS Inspector to have been abandoned in conformance with this Ordinance, or, if not in conformance, shall be properly abandoned within one of the enactment of this Ordinance. Owners shall bear all costs of abandonment.

(r)Privy Permits and Abandonment of Privies. It is the policy of the Al'Maurii Khan Nation to discourage the use of privies, whether pit or vault privies.

(1)A privy shall be permitted only when the structure or premises served by the privy is not served by an indoor plumbing system and electricity. If plumbing is installed in the structure or water under pressure is supplied to the structure, an acceptable method of sewage disposal other than a privy must be provided. All privies must meet the requirements of CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE.

(2)Existing and new privies must be permitted by the POWTS Inspector. Owners of privies in existence at the time of enactment of this Ordinance must apply for, comply with all requirements of this Ordinance for privies, and receive a privy permit within one year of the date of enactment of this Ordinance. Owners intending to construct a privy must obtain a permit prior to beginning any construction.

(3)Applications for privy permits shall be on forms supplied by the POWTS Inspector and shall contain all information required by the POWTS Inspector, including, but not limited to, a Soil and Site Evaluation Report and an abandonment plan. Permits and applications shall generally follow the requirements for POWTS permits in this Ordinance. Applicants must pay a permit application fee, as stated in Exhibit A, at the time of submission of the application. There shall be no refunds of application fees for retracted, deficient, or denied applications.

(4)Permits shall be valid for a period of one (1) year from the date of issuance. Permit holders must renew privy permits yearly and pay a yearly privy fee, allow for yearly inspection of the privy by the POWTS Inspector or his or her designee, and provide such tests as are required by the POWTS Inspector to ensure the health and safety of the Reservation residents and resources are protected. The POWTS Inspector may refuse to renew a permit and require proper abandonment or repair of a privy where the system does not meet minimum requirements for the protection of health and safety and the environment.

(5)Abandonment. Privies shall be abandoned in accordance with CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE.

**SECTION 406.4 -INSPECTION CERTIFICATES, PERMITS AND APPLICATIONS.**

(a)Inspection Certificate. All private wastewater treatments systems, whether a POWTS, Engineered or Experimental system, holding tank, privy or non-plumbing system, whether newly constructed or existing, must have a current Inspection Certificate issued by the POWTS Inspector pursuant Chapter 64E-6 of Fla. Administrative Code Procedure for Voluntary Inspection and Assessment of Existing Systems, consistent with the Supreme law doctrine as it relates to the Tribe.

(1)Inspection Certificates shall be issued to owners of POWTS and other systems which have been inspected by the POWTS Inspector and have been found to be of adequate size, meet all Performance Standards, and function properly.

(2)POWTS and other systems not meeting such criteria shall not receive an Inspection Certificate and are subject to a Compliance Schedule Agreement or Compliance Order.
(3)Inspection Certificates shall initially be valid for a period of one (1) to three(3) years based upon an inspection schedule determined by the POWTS Inspector and POWTS Board, to allow for a rotating schedule of inspection. Thereafter, Inspection Certificates shall be valid for a period of three (3) years from the date of renewal if the system passes inspection and the Inspection Certificate is not suspended or revoked.
(4)The POWTS Inspector may enter the property at any reasonable time to inspect the system to ensure the POWTS is functioning properly or to investigate the adequacy of the system.
(5)The POWTS Inspector may suspend or revoke any Inspection Certificate upon a finding of system failure or inadequacy, and after obvious demonstration of refusal to adhere to safety standards which would prevent system failure or inadequacy.
(b)Requirement. No person shall construct, install, renovate or use any type of individual sewage treatment system within the Al'Maurii Khan Nation Reservation without first obtaining the required permit or permits from the POWTS Inspector applicable to the specific activity to be undertaken. All construction permits issued shall expire within 24 months after the date of issue. Permits are not transferable from one site to another. No system permit of any type shall be issued except following compliance with the provisions contained herein. (c)Soil and Site Evaluation.
(1)Soil, site evaluations and design plans shall be complete prior to the issuance of permits as specified in this Ordinance, in compliance with Constitutional legislation which protects and preserves both the land and the Tribe's rights and long-term interests. (2)Soil test pits shall be constructed which allow adequate visual observation, in the opinion of the POWTS Inspector, of the soil profile in place.
(3)There must be verification of the Soil and Site Evaluation Report by the POWTS Inspector. This will be done prior to the issuance of a sanitary permit. Verification may result in the following:(a)Issuance of the permit, provided all information on the application, plans and calculations are correct and complete and the site otherwise meets all provisions of this Ordinance;(b)Establishment of a file indicating site suitability; (c)Holding the application pending clarification of information or new information by the owner, the plumber, or the certified soil tester; or (d)Denial of the permit if the site does not meet all the provisions of this Ordinance.
(4)The POWTS Inspector may request verification of a Soil and Site Evaluation Report by a certified soil tester before a complete sanitary permit application is submitted. Application for this verification shall contain all information required in section 406.4.H and 406.4.I on forms provided by the POWTS Inspector, the original copy of the Soil and Site Evaluation Report and as many copies as are required by the POWTS Inspector.
(d)Sanitary Permits.
(1)Every instance of construction, installation, repair or modification of a private sewage system shall require a separate application and sanitary permit immediately upon enactment of this Ordinance, unless otherwise exempted by this Ordinance. A sanitary permit shall be obtained by the property owner, prior to the installation, establishment or construction of any structure which requires a private sewage system. Any property owner, his agent or contractor, who starts construction prior to obtaining a sanitary permit is in violation and may be subject to citation or other enforcement action.

(2)A sanitary permit shall be obtained by the property owner, except as permitted in section 406.3.N, before any private sewage system or part thereof may be installed, replaced, repaired, reconnected or modified.
(3)If any part of a private sewage system has failed or requires replacement or modification, the entire system shall be evaluated for compliance with existing Codes and Ordinances prior to sanitary permit issuance.
(4)If any part of the system is found to be defective or not in conformance with the applicable provisions of this Ordinance, the sanitary permit application shall include specifications for the repair, renovation, replacement or removal of that part, except as exempted by Section 406.3.N.
(5)All sanitary applications and soil and site evaluations must be submitted to the
POWTS Inspector's office. The applications must be original documents and written in ink.
(e)Permit Expiration.
(1)A sanitary permit for a private sewage or non-plumbing sanitation system which has not been installed, modified, or reconnected and approved shall expire two years after the date of issuance. Permits may be renewed following written application to the POWTS Inspector by the property owner, his agent or contractor, prior to the expiration date of the original permit.
(2)There shall be a fee for renewal of a sanitary permit.
(3)The renewal shall be based on Ordinance requirements in force at the time of renewal.
(4)Changed Ordinance requirements may impede or prohibit the renewal.
(5)The property owner shall return the original permit prior to receiving a renewal permit. (6)All sanitary permits issued prior to the effective date of this Ordinance shall expire two years from the date of issuance unless renewed.
(7)A new sanitary permit shall be obtained by the owner or his agent prior to beginning construction if a sanitary permit has expired.
(f)Permit Denial. When applicable provisions of this Ordinance have not been complied with when applying for a sanitary permit, or if the system will not meet the standards of this Ordinance, the permit shall be denied. Reasons for the denial shall be forwarded to the plumber, landowner and when appropriate the POWTS Board or Al'Maurii Khan Nation Tribal Council. The POWTS Inspector must approve or deny a permit, or request additional information or clarification, within thirty (30) days of receipt of the permit application.
(g)Permit Fees. The Fee Schedule shall be set initially by the Al'Maurii Khan Nation Tribal Council upon enactment of this Ordinance. Thereafter, the POWTS Board shall have the sole authority to amend rates and fees. The Fee Schedule shall be attached to this Chapter as Exhibit A. There shall be no refunds of application fees for retracted, deficient, or denied applications.
(h)Application Requirements.
(1)A Soil and Site Evaluation Report.
(2)Work on existing systems shall require a report by a licensed plumber relative to the condition and capacities of all other system components, and other systems on the parcel.
(3)Work on existing systems shall require a report by POWTS Inspector stating that the new system will relieve the problems of the old, now failing, system.
(4)The application shall also include the following:(a)Legal description, lot dimensions and driving directions to the proposed site;(b)Name and address of property owners and of persons performing the permit activity;(c)System plan (see Section 406.4.I);(d)Sketch of the proposed system;(e)Description of water supply, well depth, proximal location of bedrock and water table

when available.(f)Building use (single family, duplex, etc.); and(g)Any other information required by the POWTS Inspector.
(5)Each permit application shall be kept on file with any permit issued pursuant to this Ordinance.
(6)The POWTS Inspector shall, at his/her discretion, perform site visits or require additional information as necessary to evaluate or clarify information contained in the permit application with regard to the requirements contained herein.
(i)System Plans. System plans shall be submitted for approval of the POWTS Inspector in accordance with this Ordinance. Plans shall comply with the requirements of this Ordinance, except as otherwise provided.
(1)Plans submitted to the POWTS Inspector shall include the original and as many copies as are required by the POWTS Inspector.
(2)Plans submitted shall be clear, legible and permanent copies.
(3)Plans submitted shall comply with this Ordinance and include the following:(a)The name of the property owner and the legal description of the site;(b)Estimated daily wastewater flow and design wastewater flow; (c)A detailed plot plan (site plan), dimensional or drawn to scale on no smaller than 8 ½ by 11 inch paper;(d)Details and configuration layouts depicting how the system is to be constructed;(e)Provide a contingency plan in the event that the proposed plan fails and cannot be repaired or an alternate area may be provided; and(f)Sufficient supporting information to ensure the proposed private sewage system or modification complies with the Ordinance.
(4) A copy of the approved plan shall be available at the construction site until completion of the private sewage system.
(5) A final "as built" copy of the plans shall be submitted to the POWTS Inspector and kept in a permanent file for the system.
(6) A modification to the design of the private sewage system which has previously been approved shall be submitted to the POWTS Inspector. Plan revisions must be approved before revision construction begins. Only modifications which affect the treatment of the sewage/effluent (such as downsizing the mound, change in loading rate, any additional pretreatment such as an aerator in the tank) shall require plan revision. Revision is not required for modifications that do not alter the original area, dimensions or concept of the system.
(j)Transfer of Ownership. In order to ensure the provisions of this Ordinance are complied with, upon transfer of ownership of a property for which a valid sanitary permit exists, the following shall apply:
(1)Any person transferring, selling, or conveying a building or dwelling, or land upon which a building or dwelling is located, shall report such transfer, sale, or conveyance fifteen (15) days prior to said transfer, sale or conveyance to the POWTS Inspector.
Reporting shall be by such person, such person's agent, or any real estate agent.
(2)Prior to such transfer, sale or conveyance of any building or dwelling, the transfer or, seller or conveyer shall have conducted an evaluation of the existing private waste disposal system, if said structure is served by the same. An evaluation of the private waste disposal system shall be done by the POWTS Inspector or any other person certified as a POWTS maintainer, inspector, and soil tester (all inclusive). Evaluation shall be conducted in accordance with and on forms furnished by the POWTS Inspector. All evaluations shall be submitted to the POWTS Inspector for review. The POWTS Inspector is empowered to investigate any system so evaluated.
(3)If, upon inspection, the existing system meets the criteria of a "failing private sewage system" as defined in this Ordinance or WSA Sec. 145.245(4), an order for replacement is issued under

this Ordinance or WSA Sec. 145.20(2)(e), (f), and (g), said new system shall be installed within one year of the sale or conveyance date by the transferee unless by written agreement the transferor has retained the obligation to replace the system. Any such agreement shall be filed with the POWTS Inspector and shall be enforceable by the POWTS Inspector against the transferor.
(4)The following changes in ownership shall require an inspection: Gifts through addition of another person to ownership, unless the last inspection was completed within twentyfour (24) months of the transaction; addition of children to a deed; transfer to an irrevocable trust; land contracts; addition of a name to property owners, except between spouses; proposed transfers which fall through, dating from the original transfer notification requirement.
(5)The following changes in interest shall not require an inspection at the time of transfer: life estates until the transferor is divested of all rights of ownership; transfer of marital estate between spouse, except transfer of individually classified property from one spouse to another; transfer of property to or from a revocable living trust; a lease-option until the option is exercised; subtraction of a name from ownership; as transfer within twenty-four (24) months of a passing inspection, at the discretion of the POWTS Inspector.
(6)The sanitary permit shall be returned to the POWTS Inspector so that a new permit may be issued noting the new property holder;
(7)Because the permit runs with the property, transfer of property shall not affect the expiration date unless a renewal is also requested; and
(8)A transfer filing fee of the correct amount as listed in Exhibit A shall be paid at the time of filing.
(k)Change of Plumbers.
(1)When an owner wishes to change plumbers during construction, it will be necessary for him to furnish the POWTS Inspector with the applicable change form signed by the new plumber. New plans must also be submitted by the plumber, designer, or engineer.
(2)The transfer of a sanitary permit shall take place prior to the installation of the private sewage system.
(3)A transfer filing fee of the correct amount as listed in Exhibit A shall be paid at the time filing.

**SECTION 406.5 -RECONNECTION AND CONSTRUCTION.**

(a)Reconnection and Construction.
(1)A reconnection permit shall be obtained prior to:(a)Construction of a structure to be connected to an existing private sewage system;(b)Disconnection of a structure from an existing private sewage system and connection of another structure to the system; or(c)Rebuilding a structure that is connected to a private sewage system.
(2)Prior to issuance of a reconnection permit, the existing private sewage system shall be examined, including soil, tanks, and components to:(a)Determine if it is functioning properly and whether it is a failing system; and(b)Determine if it will be capable of handling the proposed wastewater flow and contaminant load from the building to be served.
(3)Application for a reconnection permit shall include the following:(a)All items in Sections 406.4.H and I.(b)For all systems that utilize soil for treatment or disposal, a Soil and Site Evaluation Report verifying that the vertical separation distance between the infiltrative surface of the existing treatment or dispersal component and estimated high groundwater elevation and bedrock complies with applicable provisions of this Ordinance, unless a valid report meeting these criteria is on file with the POWTS Inspector; (c)A report provided by a licensed plumber, certified septage servicing operator or a POWTS Inspector relative to the condition, capacities, baffles,

RISERS and manhole covers for any existing treatment or holding tanks;(d)A report provided by a licensed plumber or POWTS Inspector relative to the condition and capacities of all other components and verifying that the system is not a failing system;(e)A plot plan prepared by a plumber including information specified in Section 406.4.H and I; and(f)Complete plans, as specified in Sections 406.4.H and I for any system components which will be modified or replaced.
(4)In addition, the following may also be required:(a)Reconnection to existing holding tanks may require a new servicing contract and an updated holding tank agreement which meets the requirements of this Ordinance; and/or(b)Reconnection to an existing system other than a holding tank may require a new maintenance agreement or contract.
(5)Replacing a structure with a new or different structure within two years of the date of permit issuance will only require a statement that the system has not been altered, a statement that a modification in a wastewater flow or contamination load will not occur, and a plot plan that documents all setbacks between the structure and system components.
(6)When reconnection to an undersized system is permitted by Chapter 64E-6, Florida Administrative Code Standards for Onsite Sewage Treatment And Disposal Systems, an affidavit for the use of the undersized system must be recorded in the POWTS Inspector's office.
(7)Systems may be inspected at the time of reconnection, prior to backfilling, at the discretion of the POWTS Inspector to insure that proper materials and methods are being used.
(b)Construction Affecting Wastewater Flow or Contaminant Load. Prior to commencing the construction of an addition to or modification of a structure which will affect the wastewater flow and/or contaminant load to an existing private sewage system, the owner(s) of the property shall:(1)Possess a sanitary permit to construct a new private sewage system or modify an existing private sewage system to accommodate the modification in wastewater flow or contaminant load; or(2)Provide the following to the POWTS Inspector:(a)Documentation that a private sewage system of adequate capability and capacity to accommodate the wastewater flow and contaminant load already exists to serve the structure, as specified in this Ordinance;(b)Documentation showing that the location of the proposed structure conforms to the applicable setback distances for the existing private sewage system components. (See Fla. Admin. Code as it applies to OWTS); and(c)Documentation specified in Section 406.5.A.3.(3)If the existing private sewage system is found to be undersized, construction of the building addition or modification shall be allowed only if it could be permitted by local law or applicable statute and an affidavit for the use of the undersized system is recorded in the Tribe's Records or the local (Hillsborough, Pasco, Polk, Putnam, Hernando, Citrus, El Paso, Marion, Orange and Osceola) County Register of Deeds if non-trust property. An affidavit for the use of the undersized system must also be recorded with the POWTS Inspector. (4) Any installation, addition or modification of a system must be completed and accepted before the addition or modified area of the structure may be occupied.
(c)Construction Not Affecting Wastewater Flow or Contaminant Load. Prior to commencing construction of any structure or addition to a structure on a site where there exists a private sewage system when such will not affect the wastewater flow or contaminant load, the owner or his agent shall still determine that the proposed structure conforms with applicable setback limitations of Comm 83, as adopted by Tribal law.
Documentation shall be submitted to the POWTS Inspector.
(d)Permit Fees. Reconnection permit fees shall apply as established by Exhibit A.

**SECTION 406.6 -LICENSING REQUIREMENT.**

(a) No person shall engage in or perform any aspects of the business or perform for others the service of site evaluation, design, installation, pumping, maintenance, or renovation of individual sewage treatment systems within the exterior boundaries of the Al'Maurii Khan Nation Reservation without first obtaining a Master Plumber or the appropriate classification of Master Plumber-Restricted, as defined as Restricted Plumber Licensee, license under WSA Chapter 145 from the State of Florida and submitting a copy of the license to the POWTS Inspector. Installer licensees shall be authorized to construct, install, renovate, and repair individual sewage treatment systems only as their license permits. Licensed Journeyman Plumbers may install a system without continual supervision, subject to a Master Plumber or Master Plumber-Restricted Licensee inspecting and approving, signing-off in writing, and taking responsibility for all of the work. Plumbing Apprentices and Registered Learners shall at all times be supervised by a Master Plumber.

**SECTION 406.7 -VARIANCES.**

(a)The POWTS Inspector shall consider and may grant a variance to a provision of this Ordinance only upon applicant demonstrating equivalency of the proposed varying system to a qualifying system.

(b)The POWTS Inspector may not approve a petition for variance for an existing POWTS which is determined to be a failing system.

(c)A property owner may apply to the POWTS Inspector for a variance. The applicant shall have the burden of establishing a hardship that is unique to the land in question. An unnecessary hardship may exist when compliance with the strict letter of the Ordinance would unreasonably prevent the applicant from using the property for an allowable purpose or would render compliance with such restrictions unnecessarily burdensome. Financial impact is not considered for a hardship variance. Any hardship shall be weighted against the danger to the health and safety of the environment and the Tribal membership.

**SECTION 406.8 -INSPECTIONS.**

(a)Inspections: General An inspection schedule shall be developed within the Policies and Procedures Manual, which may provide for more frequent inspections. The following shall serve as a minimum inspection schedule.

(1)All systems must be inspected at least once during construction.

(2)Notice for final inspection shall be given to the POWTS Inspector for all POWTS when installation, modification, or reconnection are complete.

(3)These POWTS shall be inspected by the POWTS Inspector, or another approved licensed inspector with prior notice to the POWTS Inspector, for compliance with this Ordinance. If inspection is conducted by anyone other than the POWTS Inspector, a copy of the inspection results must be filed with the POWTS Inspector within ten (10) days of the inspection.

(4)Notification for final inspection shall be given in accordance with the requirements of CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE , as adopted by this Ordinance.

(5)When a private sewage system is ready for inspection, the plumber in charge shall make arrangements to enable the inspector to inspect all parts of the systems. The plumber shall provide the proper apparatus, equipment, and necessary assistance to make a proper inspection.

(6)Private sewage systems shall be inspected periodically, but not less than one (1) time every three years, after the initi8al installation inspection(s) and/or after the system is operative, as deemed necessary by the POWTS Inspector.

(b)Inspections: Site Constructed Holding Tanks.

(1)All site constructed holding tanks shall be inspected after the floor is poured and the keyway and water stop are installed or after the forms for the tank walls have been set but in all instances before any concrete for the walls has been poured.
(2)Concrete walls may be poured only after it has been determined that the tank, as formed, complies with the approved plans.
(3)This inspection shall not eliminate the need for an inspection after the installation has been completed.
(c)Inspections: Mounds.
(1)The plumber installing the mound shall notify the POWTS Inspector the working day prior to the installation, excluding Saturdays, Sundays and holidays.
(2)Mound systems may be inspected at the time the ground surface is plowed, before aggregate is placed in the distribution cell, at the time the distribution piping installation has been completed and after all work has been completed. At least one inspection prior to completion is required.
(d)Inspections: At-Grade Systems.
(1)The plumber installing the at-grade for the owner shall notify the POWTS Inspector the working day prior to installation, excluding Saturdays, Sundays and holidays.
(2)At-grade systems may be inspected at the time the ground surface is plowed, at the time the distribution piping installation has been completed and after all work has been completed. At least one inspection prior to completion is required.
(e)Re-inspection.
(1)Re-inspection may cause the assessment of a fee when a system fails the initial inspection or is incomplete. Additional re-inspections of the system shall require a fee.
(2)The re-inspection fee shall be due within ten (10) working days of written notification by the POWTS Inspection. Failure to pay this fee within that period shall constitute a violation of this Ordinance.
(f)Testing.
(1)If testing of new systems or new system components is required by this Ordinance, or as a condition of a plan approval, notice shall be given to the POWTS Inspector as specified in 406.8 so that the Inspector may make an inspection during the test.
(2)The Inspector shall verify that required testing has been completed by: (a)Performing an inspection during the test; (b)Requiring written verification from the responsible person; or (c) Both (a) and (b).

**SECTION 406.9 -SYSTEM MANAGEMENT AND MAINTENANCE.**

(a)Maintenance and Management.
(1)All POWTS shall be managed and maintained in accordance with this Ordinance and the standards of CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE .
(2)The property owner shall report to the POWTS Inspector each inspection, maintenance or servicing event, in accordance with this Ordinance and CHAPTER 64E-6, FLORIDA ADMINISTRATIVE CODE .
(3)The property owner shall submit a copy of an appropriate maintenance agreement and/or servicing contract to the POWTS Inspector prior to sanitary permit issuance. (4)The property owner shall submit a new maintenance agreement and/or servicing contract to the POWTS Inspector whenever there is a change to such document(s).

(5)The property owner shall submit a new maintenance agreement and/or servicing contract to the POWTS Inspector prior to expiration of any existing maintenance agreement and/or servicing contract.
(b)Holding Tank Maintenance Agreement.
(1)The owner of the holding tank shall enter into a Maintenance Agreement with the POWTS Inspector guaranteeing that a private contractor, who has also signed the agreement, will service the holding tank if the owner fails to have the holding tank properly serviced in response to orders issued by the POWTS Inspector. The Maintenance Agreement shall be binding upon the owner, the heirs of the owner, and assignees of the owner. The Maintenance Agreement shall be filed with the POWTS Inspector and shall be recorded in a manner which will permit the existence of the agreement to be determined by reference to the property where the holding tank is installed.
(2)The owner or agent shall submit a copy of the holding tank Maintenance Agreement when plans are submitted to the POWTS Inspector for review.
(3)Pumping records shall be filed at least quarterly with the POWTS Inspector.
(4)The POWTS Inspector may inspect pumping records and the site for compliance and overflow at all reasonable times.
(5)The POWTS Inspector may require a pumping schedule and/or a metering or monitoring device on the system.
(6)Holding tanks which are connected to public sewer systems and which serve individual premises and not the entire system are considered to be owned by the individual served by the holding tank and fall within the requirements of this Ordinance. Therefore, servicing requirements and Maintenance Agreements are required for owners of such holding tanks connected to public sewer systems.

**SECTION 406.10 -ADMINISTRATION AND ENFORCEMENT.**

(a)Administration. The POWTS Inspector shall be responsible for the administration and enforcement of this Ordinance. The POWTS Inspector may delegate his/her responsibilities to personnel employed by the Department. The POWTS Inspector shall follow the provisions below, as well as those provided in a Policies and Procedures Manual, to be developed and approved by the POWTS Board, or developed by the POWTS Inspector and approved by the Tribal Council in the event no POWTS Board is in place.
(b)Powers and Duties. In the administration of this Ordinance, the POWTS Inspector shall have the following powers and duties:
(1)Delegate duties to and supervise clerical staff and other employees to ensure full and complete compliance with this Ordinance;
(2)Prepare reports and recommendations regarding any additional sanitary measures he/she deems necessary to implement the purpose of this Ordinance.
(3)Obtain assistance and cooperation from other Al'Maurii Khan Nation Tribal departments and committees, and other federal, state and local health, legal and policy officials in the administration and enforcement of this Ordinance.
(4)Cooperate with federal, state, tribal and local personnel in the enforcement of this Ordinance and state regulations, rules and requirements relating to sewage treatment. (5)Arrange for the enforcement of any and all rules, orders, permits and other requirements established herein or issued pursuant to this Ordinance.
(6)Interpret the provisions of this Ordinance as provided in Section 406.1.E.

(7)Advise applicants concerning the provisions of this Ordinance and assist them in preparing permit applications;
(8)Review and approve or disapprove all plans for private sewage systems;
(9)Issue sanitary permits and inspect properties for compliance with this Ordinance; (10)Keep records of all sanitary permits issued, inspections made, work approved and other official actions;
(11)Issue compliance orders and report continuing violations of this Ordinance to Tribal Conservation Wardens and Law Enforcement and the Office of the Tribal Prosecutor;
(12)Enter into compliance schedule agreements with POWTS owners, pursuant to Section 406.1.D., above, and enforce the terms of such agreement to ensure compliance schedule milestones are adhered to.
(13)Have access to any premises for the purpose of performing official duties between 8 a.m. and 8 p.m. or at other times set by mutual agreement between the property owner or his agent and the POWTS Inspector or upon issuance of a special inspection warrant. Application for any permit or inspection certificate under this Ordinance is considered for the purposes of this Ordinance as the owner's consent to enter the premises;
(14)Upon receipt of reliable evidence of a real or potential threat to the environment or public health, the POWTS Inspector may enter upon any premises within the boundary of the Al'Maurii Khan Nation Reservation to inspect the property for violation of this Ordinance. Tribal law enforcement personnel may accompany the POWTS Inspector or enter unaccompanied upon request of the POWTS Inspector to enforce the terms of this Ordinance;
(15)Upon reasonable cause or question as to proper compliance, revoke or suspend any sanitary permit and issue cease and desist orders requiring the cessation of any construction, alteration or use of a building which is in violation of the provisions of this Ordinance until compliance with this Ordinance is obtained;
(16)Issue and enforce orders to plumbers, pumpers, property owners, their agents or contractors or the responsible party, to assure proper compliance with all provisions of this Ordinance;
(17)Withhold permit(s) or approval(s) pursuant to this Ordinance where the applicant, owner or licensed contractor is in violation of this or any Ordinance administered by the Tribe and for any parcel(s) of land which have an outstanding violation until the violation(s) have been corrected.
(18)Cooperate with the Office of the Tribal Attorney to commence actions on behalf of the Tribe seeking legal and/or equitable relief.
(19)Perform other duties regarding private sewage systems as considered appropriate by the POWTS Inspector, POWTS Board, or the Tribal Council.
(c)POWTS Board.
(1)The Al'Maurii Khan Nation Tribal Council shall, at its discretion, establish a POWTS Board and policies governing such Board, with the following general duties and authority, which shall be more specifically described and governed by By-Laws adopted by the POWTS Board and approved by the Tribal Council;
(2)Recommend rates and fees under this Ordinance to the Tribal Council for the initial Fee Schedule, and thereafter amend and set fees and rates;
(3)Recommend Ordinance amendments/revisions to the Tribal Council;
(4)Establish a Policies and Procedures Manual with such provisions as are necessary to meet the requirements of this Ordinance and to allow the POWTS Inspector to operate on a day to day basis under approved guidelines.

(5)Hear appeals from administrative decisions of the POWTS Inspector and determine whether to uphold or overturn the decision of the POWTS Inspector; and
(6)Incorporate as necessary to acquire grant funding to accomplish the purpose of this Ordinance.
(d)The POWTS Board shall not have the authority to:
(1)Oversee the day-to-day operations of the POWTS Inspector;
(2)Alter decisions of the POWTS Inspector without an opportunity for a hearing on the matter;
(3)Create permit conditions or issue permits;
(4)Impose monetary penalties upon persons in violation of this Ordinance. (e)Requests for Reconsideration and Appeals.
(1)Any person who alleges that there is an error in any order, requirement or decision made in the administration and enforcement of this Ordinance may request reconsideration and appeal the decision. Any request for reconsideration or appeal shall begin by filing a notice of reconsideration or appeal on forms furnished by the POWTS Inspector within 30 days of the date of the administrative action in question or the date of the written decision of the POWTS Inspector on a request for reconsideration.
(2)The timely filed request for reconsideration must specify the reasons for the request and the administrative remedy requested. The POWTS Inspector shall issue a written decision within forty-five (45) days of the request for reconsideration. Parties dissatisfied with the reconsideration decision of the POWTS Inspector may request an appeal as specified in this Section.
(3)The timely filed notice of appeal must specify the reasons for the appeal and the administrative remedy requested. Upon receipt of a notice of the appeal, the POWTS Board shall provide notice, opportunity for a hearing, and a timely decision, which shall include the following:(a) Notice (1) Fix a reasonable time for the hearing; (2) Publish a notice, posted in at least three public places, specifying the date, time, place and subject of the hearing; (3) Ensure that the notice shall be mailed certified mail to parties in interest and the POWTS Inspector at least ten (10) days in advance of the hearing. (b)Hearing (1) Any party may appear in person or by agent or attorney; (2) Decide appeals of the decisions of the POWTS Inspector. (c) Decision (1) Be made within reasonable time; (2) Be sent to the POWTS Inspector and Appellant within ten (10) days of the decision; (3) Be a written determination signed by the chairperson or secretary of the POWTS Board; (4) State the specific facts which are the basis for the POWTS Board's decision; (5) Either affirm, reverse, vary or modify the order requirement, decision or determination appealed, in whole or in part, or dismiss the appeal; (6) Include the reasons or justifications for granting an appeal, with a description of the hardship or practical difficulty demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.
(4)Appeal to Tribal Court: Any party wishing to appeal decisions of the POWTS Board must file a claim with the Al'Maurii Khan Nation Tribal Court in accordance with the Rules and Procedures of the Al'Maurii Khan Nation Tribal Court.(5)Each party shall bear their own costs of appeal unless the POWTS Board or Tribal Court determines a party's actions to be frivolous or abusive of the process, in which case the POWTS Board or Court may award costs and attorney fees to the other party.
(f)Jurisdiction/Enforcement.
(1)The Al'Maurii Khan Nation Tribal shall have jurisdiction to hear all matters brought pursuant to this Ordinance, including citizen suits.
(2)The POWTS Inspector and all Tribal law enforcement and conservation enforcement personnel, shall be empowered to enforce this Ordinance.

(3)The POWTS Inspector shall issue compliance orders. Failure to comply with such an order shall constitute a separate violation of this ordinance in addition to any other violations of this ordinance. Failure to comply will result in the matter being referred to the Tribal Conservation Officers and Law Enforcement for enforcement of the terms of this Ordinance and the Compliance Order.
(4)Actions for violations of this chapter may be commenced in Tribal Court by conservation citation or by summons and complaint.
(5)Violations of this Ordinance shall be prosecuted by the Office of the Tribal Attorney.
(6)Any person may bring suit in Tribal Court to enjoin a violation of this chapter.

**SECTION 406.11 -VIOLATIONS.**

(a)Any person who fails to comply with the provisions of this Ordinance, or any order of the POWTS Inspector or Tribal Court issued in accordance with this Ordinance, or resists enforcement, shall be subject to the penalties and forfeitures herein.
(b)Any construction which is in violation of this Ordinance shall cease upon written orders from the POWTS Inspector, Tribal Court or the placement of notification of violation at the site by authorized persons in the event of imminent threat. (c)All construction shall remain stopped until the order is removed by the POWTS Inspector or Tribal Court.
(d)Each day of any continuing violation may be charged as a separate violation and a separate forfeiture may be imposed.

**SECTION 406.12 -INJUNCTIONS, CIVIL DAMAGES, CIVIL FORFEITURES, AND OTHER REMEDIES.**

(a)Injunctions, Civil Damages, Civil Forfeiture, Other Remedies The Al'Maurii Khan Nation Tribal Court may impose any of the following for violations of this Chapter, singly or in any combination:

(1) Immediate injunction;
(2) Restitution for damages caused by violations, including civil damages for any harm to any Tribal resource;
(3) Civil forfeiture not exceeding $5,000. Each day of any continuing violation may be charged as a separate violation, and a separate forfeiture may be imposed.
(4) In addition to a civil forfeiture, any personal property, including vehicles and other equipment, which has been used in connection with the violation of this Ordinance, may be seized and forfeited pursuant to the appropriate sections of the Tribal Court Code. Seizure of tanks installed equipment and materials or other items which are too impracticable to move may be effected by posting a copy of the citation on or near the item seized until an appropriate remedy or practicable removal method is determined.
(5) Restitution for costs of enforcement incurred by the POWTS Inspector, Conservation Wardens, Tribal Law Enforcement and the Tribal Court.

(b)Citizen Suit Damages.
(1)The Al'Maurii Khan Nation Tribal Court may award damages to individuals who successfully bring suit demonstrating harm from the actions of any person found in violation of this chapter.
(2)Citizen suit damages are separate from and may be in addition to and may duplicate any damages requested by the Tribe under this Section.
(c)Abatement of Imminent Threat/Emergencies. In the event of imminent threat to persons or the environment, the POWTS Inspector, or other authorized persons may issue immediate cease and desist orders, injunctions, and closures and may post premises with such orders. Administrative review of such action shall be held within ten (10) days of the action. The POWTS Inspector or

other authorized persons and the Tribe shall not be liable for damages incurred by good faith action on their part in addressing real or perceived imminent threats or harm.

**SECTION 406.13 – EXEMPTIONS.**

(a) No parts of this chapter shall be applicable to any privately maintained indigenous system that is sustainable and provides an effective means of waste disposal and sewage treatment to the benefit of the Tribe, the surrounding habitats and communities.

# CHAPTER 421 -RIGHT-OF-WAY MAINTENANCE METHOD ORDINANCE

**SECTION 421.1 -PURPOSE AND POLICY STATEMENT**

The Right-of-Way Maintenance Method Ordinance establishes guidelines for clearing right-of-way vegetation on the Reservation. This ordinance prohibits the use of chemical treatments to clear vegetation from right-of-ways without expressed Tribal permission through a permit. This ordinance is enacted to preserve the health of water, wildlife, and plant resources of the Al'Maurii Khan Nation as well as the health of tribal members.

**SECTION 421.2 -AUTHORITY.**

This chapter is promulgated pursuant to Article VI, sections 1(j), (n), (q) and (w) of the Al'Maurii Khan Nation Constitution.

**SECTION 421.3 -APPLICABILITY.**

This Chapter shall apply to all right-of-way maintenance activities of members, nonmembers, residents and non-residents undertaken within the exterior boundaries of the Al'Maurii Khan Nation Reservation.

**SECTION 421.4 -NON-CHEMICAL TREATMENT ALTERNATIVES TO MAINTAIN RIGHT-OF-WAYS: ALL RIGHT-OF-WAY MAINTENANCE ACTIVITIES SHALL UTILIZE NON-CHEMICAL TREATMENT ALTERNATIVES.**

Such non-chemical alternatives shall adhere to the following guidelines:

(a)Roadsides, Roadside Appurtenances, Pipelines, Utility Lines: (1)Mowing: Mowers may be used to reduce brush and herbaceous weeds. Cut no shorter than 6 inches to prevent bare ground resulting in erosion.(1)Trimming: Use of hand labor or gas-powered devices to trim brush woody vegetation in right-of-way area. Adequate stumpage shall be left to prevent erosion.(2)Planting of native grasses and flowers: Native species should be introduced to discourage undesirable woody vegetation and other species that require high-maintenance. The planting or seeding of invasive exotic species is prohibited. (b)Railroads: (1)Mowing and hand and power trimming shall be the first alternatives pursued.(2)Controlled burns may be used to eliminate vegetation around railways provided that:(A)The Tribe is informed prior to the burn.(B)The burn must be supervised at all times.(C)Special permission must be obtained during dry seasons and burning is banned during the Tribal burn bans under the Tribe's burning ordinance.(3)Mowing and trimming should be used for maintaining visibility and at crossings and any additional areas that are not suitable for controlled burning.

**SECTION 421.5 -PROHIBITION AND EXCEPTIONS.**

In the event that a non-chemical treatment maintenance alternative is not feasible:(a)The use of herbicides on non-designated right-of-way areas is prohibited.(b)A Person shall be permitted to use chemical treatment for maintenance of right-of-ways on the Al'Maurii Khan Nation Reservation only upon issuance of a permit for such application by the Al'Maurii Khan Nation Tribal Council.(c)Upon receipt of permit applicators must follow guidelines set forth in Section 421.7of this Chapter.(d)Al'Maurii Khan Nation Natural Resources Department and Florida Fish and Wildlife Department programs may utilize chemical treatments for control of exotic invasive species when such use is part of an overall control plan approved by the Al'Maurii Khan Nation Tribal Council.

**SECTION 421.6 -OBTAINING A PERMIT.**

(a)Any person requesting to use chemicals to maintain a right-of-way must first obtain written permission from the Tribal Council by:
(1)Submitting a written proposal to the Natural Resources Department requesting permission to use chemical treatment to maintain the right-of-way which provides the following information:(A)Area to be treated, including a map, acreage and description of right-of-way;(B)Time period of treatment, including start and finish dates, days of week, and times during the day treatment is proposed;(C)A description of what chemicals will be used and in what quantities, and whether requesting party has certification to use such chemicals;(D)Evidence demonstrating why non-chemical treatment alternatives are not available or feasible;(E)The name, address, and phone number of the individual responsible for the request, his or her employer, and his or her title; and(F)A notarized statement that the requesting party at all times claims ownership of any and all chemicals used, through proper disposal; that the requesting party shall has all required certifications and licensing for application of the chemical and provide records of transportation, storage and proper disposal of the chemical; and that the Tribe, Tribal employees, and the landowner(s), if different than requesting party, shall at no time be considered or alleged by the requesting party to be the owner or applicator of the chemicals used.
(2)The written proposal must be submitted to the Natural Resources Department at least two weeks prior to the next regularly scheduled Tribal Council meeting. Requesting parties may be required to attend the Tribal Council meeting.
(3)The Natural Resources Department shall recommend a grant or denial of the request to the Tribal Council.
(4)The Natural Resources Department or Tribal Council may request additional information prior to making a recommendation or approving a request, including, but not limited to information on environmental impacts of the application.
(5)A vote of approval of the Tribal Council is necessary for a permit to be granted.
(6)The Tribal Council may condition the approval of a request for a permit upon the receipt of proof of adequate insurance and certifications as it deems necessary for the protection of the health of the Tribe's resources and members.
(7)An approval in the form of a letter permit or written denial will be provided to the requesting party by the Natural Resources Department following Tribal Council action.
(8)Appeals must be in writing and presented to the Tribal Council within 10business days of notification of the initial Tribal Council decision. The Tribal Council will address the appeal at its next regularly scheduled meeting or at prior scheduled special meeting at the Council's option.
(b)Each permit is valid only for each approved chemical treatment application. Each additional application requires a new proposal, Tribal Council approval, and permit. (c)No permit shall be granted within 3000 feet of an open water source or within one mile of residential areas, tribal communities, farms, or fish hatcheries. In addition, an environmental assessment will be required for any proposed spraying in all watershed areas.

**SECTION 421.7 -RULES OF CHEMICAL APPLICATION.**

Upon written permission from the Tribal Council and under tribal supervision the following will apply:
(a)Workers applying the herbicides must possess a current license or equivalent certification in worker protection training and relevant chemical application. (b)All areas to be treated must be marked at least once every quarter-mile with appropriate signage to warn the public of the

application of chemicals and such signage shall be left in place for an appropriate time period to prevent contact of the public with herbicides.
(c)No herbicides shall be applied which are not approved by the USEPA for such application and all application shall be in compliance with applicable Tribal, State, and Federal regulations or guidelines.
(d)All spray records must be kept on file and sent to Al'Maurii Khan Nation Natural Resources Department.
(e)All herbicides shall be applied in the fall.
(f)Applicators must spray in the morning before the wind exceeds five miles per hour to prevent drift. The applicator must contact the Al'Maurii Khan Nation Natural Resources Department the morning of application to assure the wind speed.
(g)All remaining chemicals, contaminated materials, and contaminated materials, and contaminated water must be disposed of in compliance with applicable Tribal, State and Federal regulations. Proof of proper disposal of the above shall be provided to the Natural Resources Department within thirty (30) days of the completion of the application of the herbicide.

**SECTION 421.8 -EFFECTIVE DATE AND SEVERABILITY**

(a)Effective Date. This Ordinance shall be effective upon the ate of adoption by resolution of the Al'Maurii Khan Tribal Council, until amended or otherwise expressly invalidated by the Tribal Council.
(b)Severability. If the Al'Maurii Khan Tribal Court judges any section, provision, or portion of this Ordinance unconstitutional or invalid, the remainder of this Ordinance shall not affected.

**SECTION 421.9 -ENFORCEMENT/EVIDENCE**

(a)The Al'Maurii Khan Conservation Wardens and the Al'Maurii Khan Police Department are authorized to enforce the provisions of the Chapter.
(c)The Al'Maurii Khan Conservation Wardens and the Al'Maurii Khan Police Department are authorized to enter all right-of-ways upon private property, Tribal, trust, allotted, or leased property at all reasonable times to inspect for use of chemical maintenance methods.

**SECTION 421.10 -JURISDICTION/PENALTIES**

(a)The Al'Maurii Khan Tribal Court shall have jurisdiction to hear all matters prosecuted pursuant to this Chapter.
(b)The Al'Maurii Khan Tribal Court may impose any of the following penalties for violations of this Chapter, singly or in any combination:(1)Immediate injunction against the use of chemical treatment for right-of-way maintenance;(2)A civil forfeiture not to exceed $1,000.00. Each day of any continuing violation may be charged as a separate violation and a separate forfeiture may be impose;(3)In addition to a civil forfeiture, any personal property, including vehicles and other equipment, which has been used in connection with the violation of this chapter may be seized and forfeited pursuant to the appropriate sections of the Tribal Court Code.(4)The court may order restitution for damage to personal health or to natural resources caused by the use of chemical treatment for right-of-way maintenance.

**SECTION 421.11 -DEFINITIONS**

(a)Applicator: Any permitted party, including an individual or entity which contracts with or employs another to apply the chemical treatment to the right-of-way.
(b)Natural Resources Department: Shall mean the Al'Maurii Khan Natural Resources Department.

(c)Brush: Woody species of shrubs, trees, vines, and brambles generally not exceeding ten feet in height.
(d)Chemical treatment of right-of-way: The use of herbicides to reduce herbaceous weeds, brush, and trees within right-of-ways.
(e)Hand labor: The use of shovels, saws and axes to cut back vegetation or remove it completely, including grubbing and girdling.
(f)Herbaceous weeds: Plants or plant parts that are fleshy and wither after each growing season, as opposed to plants such as trees that grow woody stems and are persistent.
(g)Herbicides: Chemicals that kill plants or inhibit their growth.
(h)Member: An enrolled member of the Al'Maurii Khan Tribe, including those eligible for enrollment.
(i)Open Water Source: Any river, lake, stream, marsh, bog, slough, or any other area with exposed water.
(j)Particle drift: The particulate matter released when spraying that is distributed beyond the target area by wind.
(k)Reservation: All lands and waters within the exterior boundaries of the Al'Maurii Khan Reservation.
(l)Right-of-way: An easement or servitude over Tribal land conferring a right of passage, including, but not limited to: the strip of land over which is built a public road; the land occupied by a railroad; the land used by a public utility.
(m)Trees: Woody plants, including brush and shrubs, that exceed 10 feet in height.
(n)Tribal Council: The elected body governing the Al'Maurii Khan Tribe.
(o)Support Council: The elected body governing the Al'Maurii Khan Tribe.
(p)Vegetation: Refers to herbaceous plants, brush, and trees.
(q)USEPA: The United States Environmental Protection Agency
(r)Watershed: The land area that drains into a stream; the watershed for a major river may encompass a number of smaller watersheds that ultimately combine at a common point.
(s)Wetland: An area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which has soils indicative of wet conditions.

# CHAPTER 433 -AL'MAURII KHAN LOW FLOW ORDINANCE

**SECTION 433.1 -PURPOSE**

(a)The idea of water conservation ordinance focusing on low-flow plumbing fixtures is to encourage water conservation at the tap by requiring all new construction and repair or renovation of existing building to utilize low-flow plumbing fixtures, such as low-flow faucets, washing machines and dishwashers, and toilets.

(b)Water quality is of paramount concern to the Tribe. Reduction in water use is necessary to ensure that the Tribe's wastewater treatment facilities are able to function without threat of overload and to prevent overloads of private or individual sewerage systems such as septic systems and holding tanks. Most water coming from the tap goes directly down the drain. Because no distinction can be made between clean, "gray" or "black" water, all of the water becomes "black" and must be treated. Although the water meets strict effluent standards, it is not as "pure" as the water originally came out of the tap. The Tribe's wastewater treatment facilities are also limited in the amount of flow they can adequately treat, as are septic systems. Too much water can cause these systems to fail to meet effluent standards. Holding tanks are limited in capacity and must be pumped out. The material pumped out must then be treated in some system. By reducing the amount of water coming out of the faucet, individuals can reduce the amount of clean water entering the waste treatment system, and, consequently, help maintain or improve the quality of the Tribe's water system.

**SECTION 433.2 -POLICY** (a)Minimum low-flow requirements

(1)Residential minimum low-flow compliance requirements.

(a)All mixing faucets shall be designed to deliver a maximum of 1.5gallons per minute or equipped with low flow control devices that deliver a maximum of two gallons per minute;

(b)All shower heads shall be of a type that deliver a maximum of three gallons per minute or equipped with low flow devices that deliver a maximum of three gallons per minute; (c)All water closets shall be designed to use a maximum of 1.6 gallons per flush;

(d)Evaporative cooling systems shall be equipped with water recycling or re-use systems; (e)All water fountains, waterfalls and other decorative, water-using facilities shall be equipped with water recycling or reusable systems.

(2)Commercial minimum low-flow compliance requirements.

(a)All shower heads shall be of a type that delivers a maximum of 2.5gallons per minute;

(b)All water closets shall be designed to use a maximum of 1.6 gallons per minute; (c)All public-use lavatories shall be equipped with either spring loaded faucets that are equipped with metering valves that closes automatically after delivering a maximum of one gallon, except public rest rooms may be equipped with faucets designed for use by the physically handicapped.

(d)All mixing faucets shall be designed to deliver a maximum of 1.5 gallons per minute or must be equipped with flow control devices that deliver a maximum of 1.5 gallons per minute;

(e)All fountains, waterfalls, and other decorative, water-using facilities shall be equipped with water recycling or re-use systems;

(f)All urinals designs shall use a maximum of one gallon per flush. No urinals shall be installed which use a timing device to flush periodically, irrespective of demand.

(3)Governmental minimum low-flow compliance requirements.

(a)All shower heads shall be of a type that delivers a maximum of 2.5gallons per minute;

(b)All water closets shall be designed to use a maximum of 1.6 gallons per minute; (c)All public-use lavatories shall be equipped with either spring loaded faucets that are equipped with metering valves that closes automatically after delivering a maximum of one gallon, except public rest rooms that may be equipped with faucets designed for use by the physically handicapped.
(d)All mixing faucets shall be designed to deliver a maximum of 1.5 gallons per minute or must be equipped with flow control devices that deliver a maximum of 1.5 gallons per minute;
(e)All fountains, waterfalls, and other decorative, water-using facilities shall be equipped with water recycling or re-use systems;
(f)All urinals designs shall use a maximum of one gallon per flush. No urinals shall be installed which use a timing device to flush periodically, irrespective of demand.
(b)Time Frame for meeting requirements.
(1)Owners or managers of property shall install or require the installation of low-flow devices.
(2)All contractors and sub-contractors shall install low-flow devices where required.
(3)Low-flow fixtures are required in all new construction of structures.
(4)Low-flow fixtures shall be installed with renovations of structure's plumbing, septic and/or heating systems where total project costs exceed $100.
(5)Replacement of failed current fixtures must be done with fixtures that meet low-flow standards as aforementioned.
(6)Low-flow fixtures shall be installed prior to the time of sale of a structure.

**SECTION 433.3 -APPLICABILITY**

This chapter shall apply to all new construction, repair, renovation of commercial and residential structures owned by members, non-members, residents and non-residents undertaken within the boundaries of the Al'Maurii Khan Reservation and shall apply to all contractors and subcontractors undertaking the installation or replacement or repair of plumbing fixtures as prescribed in 433.2.B.

**SECTION 433.4 -EFFECTIVE DATE, SEVERABILITY AND INCENTIVES**

(a)Effective Date: This ordinance shall be effective upon the date of adoption by resolution of the Al'Maurii Khan Tribal Council, until amended or otherwise expressly invalidated by the Tribal Council.
(b)Severability: If the Al'Maurii Khan Tribal Court judges any section, provision or portion of this ordinance unconstitutional or invalid, the remainder of this ordinance shall not be affected.
(c)Incentives: The Tribal Council may enact incentives for free or low cost fixtures or issue a rebates for water savings at the end of the utility year.

**SECTION 433.5 -ENFORCEMENT/EVIDENCE**

(a)The Al'Maurii Khan Construction Projects Manager, Conservation Wardens and the Al'Maurii Khan Tribal Environmental Systems Coordinator are authorized to issue citations for violations of this chapter.
(b)The Al'Maurii Khan Construction Projects Manager, Conservation Wardens and the Al'Maurii Khan Tribal Environmental Management Systems Coordinator are authorized to enter private property, tribal, trust, allotted, or leased property at all reasonable times; after a twenty-four hour notice has been given; to inspect new construction, repair, and replacement work.

**SECTION 433.6 -JURISDICTION/PENALTIES**

(a)The Al'Maurii Khan Tribal Court shall have jurisdiction to hear all matters prosecuted pursuant to this chapter.
(b)The Al'Maurii Khan Tribal Court may impose any of the following penalties for violations of this chapter, singly or in any combination:

(1)Immediate mandate requiring installation of low-flow plumbing fixtures;
(2)A civil forfeiture of not to exceed $1,000.00. Each day of any continuing violation may be charged as a separate violation and a separate forfeiture may be imposed; (3)In addition to a civil forfeiture, any personal property, including vehicles and other equipment, which has been used in connection with the violation of this chapter may be seized and forfeited pursuant to the appropriate sections of the Tribal Court Code.

**SECTION 433.7 -AUTHORITY**

This chapter is promulgated pursuant to Article VI, sections 1 (j), (n), (q) and (w) of the Al'Maurii Khan Constitution.

**SECTION 433.8 -DEFINITIONS**

(a)Al'Maurii Khan NRD: The Natural Resources Department of the Al'Maurii Khan Nation.
(b)Black water: Wastewater from toilets, garbage disposals, and industrial processes.
(c)Commercial Structures: Any building engaged in Commerce, for example, in interchange of goods or commodities, lodging and/or entertainment.
(d)Contractor: A person who contracts to furnish, supply, or perform work at a certain price or rate.
(e)Evaporative Cooling System: System that cools by means of high velocity air and evaporation.
(f)Faucet aerator: Device that can be installed in a sink to reduce water use (Jensen,1991). (g)Gray Water: Domestic wastewater composed of wash water from kitchen sinks, bathroom sinks and tubs, clothes, washers, and laundry tubs (USEPA, 1989). (h)Low-flow plumbing: Plumbing equipment that uses less water than was considered standard prior to Dec. 1, 2001.
(i)Low-flow showerhead: A showerhead that requires 3 gallons of water per minute or less.
(j)Low-flush toilet: A toilet that requires 1.6 gallons of water per flush or less.
(k)Members: The Al'Maurii Khan Nation of Moors of North America. Any person who is enrolled or is eligible for enrollment in the Tribe, or who is recognized as a member of the Tribe by the Tribal Council.
(l)Mixing Faucet: A single outlet for water from separately control hot water and cold water taps.
(m)Non-members: Any person who does not come within the definition of member. (n)Non-residents: Any person who does not have a permanent place of abode on the Reservation, except as hereafter provided. Non-resident does mean any temporary or seasonal resident, and does mean any place of business.
(o)Person: Means any natural or legal person, both members of the Al'Maurii Khan Nation of Moors and non-members.
(p)Reservation: Refers to all areas within the exterior boundaries of the Al'Maurii Khan Indian Reservation.
(q)Residential Structures: Building suited for or characterized by private residence, a place in which a person lives or resides.
(r)Residents: A person who resides on or in the boundaries of the Al'Maurii Khan Reservation.
(s)Respondent: Refers to any person accused of violating the prohibitions described below.
(t)Retrofit: Replacement of existing equipment with equipment that uses less water
(Jensen, 1991)
(u)Sub-contractor: A person or a business firm contracted to do part of another's work. (v)Toilet displacement device: Object placed in a toilet tank to reduce the amount of water per flush; for example, weighted plastic jugs filled with water or toilet dams that hold back a reservoir of water when a toilet is flushing (USEPA, 199lb).
(w)Tribal Court: Refers to the Al'Maurii Khan Tribal Court and its appellate court.

(x)Tribe: Refers to the Al'Maurii Khan Nation.
(y)Warden: Refers to any officer authorized to enforce the terms of this ordinance. (z)Wastewater: Spent or used water from individual homes, a community, a farm, or an industry that contains dissolved or suspended matter.
(aa)Waters: Refers to any waters within the exterior boundaries of the reservation, including but not limited to rivers, lakes, streams, creeks, ponds, sloughs, and wetlands. (bb)Water Closet: An enclosed room or compartment containing a toilet bowl fitted with a mechanism for flushing.
(cc)Water use efficiency: Employing water-saving practices to reduce costs to slow the depletion of water supply to ensure future water quality (Kromm and White, 1990).

# CHAPTER 450 -LEASEHOLD MORTGAGE REGULATIONS.

**SECTION 450.1 – MORTGAGES.**

(a) All mortgages against tribal trust lands and property are prohibited.

(b) Trust lands previously entered into mortgage agreements by tribal members before the adoption of this chapter of the tribal code or at any date after will only be accepted as valid and binding within tribal jurisdiction after verification of the debt according to guidelines established by the tribal council and consistent with the Federal standards regarding securities, credit, debt collection, and the like.

**SECTION 450.2 – WAIVERS.**

(a) All waivers to this chapter will be supplemented with regulations approved by Tribal Order upon request through Notice only to either the Support Council or Clan Mothers.

# CHAPTER 501 NATIONAL STANDING

**SEC. 501.00. LIMITATIONS.**

(a) Chapter 501 shall not be construed to be superior to Article II of Constitution of the Al'Maurii Khan.

**SEC. 501.01. DEFINITIONS.**

(a) "Application" means the original application filed with the Enrollment Office, including a carbonless copy which will be deemed the receipt.

(b) "Certified copy" means a copy of an Al'Maurii Khan official records or reports or entry therein, or of a document authorized by law to be recorded or filed and actually recorded or filed in a public office (including federal, tribal, state, and local government agencies), and certified as correct by the custodian or other person authorized to make the certification.

(c) "Committee" means the Membership Committee created by this chapter.

(1) In times of emergency at least three (3) members of the Al'Maurii Khan Tribal Council may act as the Membership Committee created by this chapter.

(d) "Enrollment Clerk" means the employee or employees of the Tribe, whatever their current job title, designated to maintain the Tribe's membership records and to provide staff support to the Committee.

(e) "Member" means a member of the Committee, unless the context indicates that the reference is to a member or tribal national of the Al'Maurii Khan.

(f) "Tribal Council" means the Tribal Council of the Al'Maurii Khan Tribal Nation.

(g) "Tribe" or "Nation" means the Al'Maurii Khan Tribal Nation.

(h) "Tribal National" means any persons owing allegiance to the Al'Maurii Khan Tribal Nation.

(i) "Minister Plenipotentiary" means any member of the Al'Maurii Khan Tribal Nation authorized to speak on behalf of the tribe.

**SEC. 501.02. QUALIFICATIONS FOR MEMBERSHIP COMMITTEE MEMBERS.**

**Committee members shall meet the following qualifications:**

(a) Member of Al'Maurii Khan Tribal Nation of Moors;

(b) At least 21 years of age;

(c) Be birthed within the Moorish dominions of the Northwest Amexem / Turtle Island, commercially called North America and or be a resident herein for at least 1 year prior to Committee membership and knowledge of the history of the Al'Maurii Khan Tribal Nation as it relates to the ancient Americas;

(d) Committee members shall not be Tribal Council members, (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER judges, employees of the Enrollment Office, Legal Department or Tribal Court, unless in times of emergency.

**SEC. 501.023. POWERS AND DUTIES OF THE COMMITTEE.**

The Committee shall have the following powers and duties:

(a) To maintain custody of all membership applications and supporting evidence, and all related documentation, correspondence and collateral records related to membership. (b) To review applications for membership in the Tribe, and to make recommendations to the Tribal Council on such applications.

(c) To request and receive records of the Bureau of Indian Affairs to determine eligibility for membership.

(d) To recommend to the Tribal Council disenrollment as provided by this chapter. (e) To advise the Tribal Council on matters related to membership and enrollment. (f) To delegate to

the enrollment clerk the ministerial duties of the Committee as the Committee chooses to delegate.

(g) All actions of the Committee are subject to review by the Tribal Council as provided herein; the decision of the Tribal Council shall in all matters be final and conclusive.

**SEC. 501.034. POWERS AND DUTIES OF ENROLLMENT CLERK AND ASSISTANT.**

The enrollment clerk and assistant shall have the following powers and duties:

(a) To protect and maintain the records that are in the custody of the Committee.

(b) To accept and process applications for enrollment in the Tribe.

(c) To certify eligibility for entitlements and benefits based on tribal membership.

(d) To perform the ministerial duties of the Committee as delegated.

(e) To advise the Committee and the Tribal Council on matters related to membership and enrollment.

(f) Such other duties as assigned by this chapter or by job description.

(g) The acts of the enrollment clerk shall be reviewable as provided by the Tribe's Personnel Policies.

(h) The names of all applicants whose applications have been processed and the disposition thereof shall be entered on a master log, which shall be typed up on the first regular working day following Committee screening session and which shall be kept by the Enrollment Clerk who shall keep the master log locked in the file cabinet when not in use.

**SEC. 501.05. COMMITTEE STRUCTURE.**

(a) The Committee shall be composed of seven members appointed by the Tribal Council, each of whom shall serve a term of two years, and be eligible for reappointment. (b) The Tribal Council shall appoint from the seven members a Chairperson. The members among themselves shall select a vice-chairperson, who shall have all of the powers and duties of the chairperson in his or her absence and a secretary, who shall keep the minutes of all committee meetings.

All Committee members shall be deemed researchers.

(c) Each Committee member shall take an oath of office, which shall include an oath to keep all information he or she obtains by virtue of the office confidential.

(d) The Committee shall meet regularly on the first Tuesday of each month, or such other day as established by the Committee, but no less frequently than once per month. The Committee may also hold special meetings as required. A quorum of four shall be necessary for the transaction of business.

(e) Any member who is absent, without excuse, from two consecutive regular Committee meetings will be deemed to have resigned and will be considered automatically removed. No further action will be required to treat the seat of such member as vacant. The Committee, or a member designated by those remaining on the Committee, shall report such vacancy to the Tribal Chairman within five days of its occurrence.

(f) Any member who is convicted of a felony or misdemeanor involving dishonesty in any state, federal or tribal court shall be subject to removal from the Committee by a vote of four members. The Committee, or a member designated by those remaining on the Committee, shall report such removal to the Tribal Chairman within five days of the removal.

(g) Any member who has violated his or her oath of office may be removed by the Committee by a vote of four members. Upon an allegation of such breach being lodged with the Committee, the chairperson shall call a meeting of the Committee to be held within five days to determine if

the evidence warrants removal. If the chairperson is alleged to have violated the oath, the vice-chairperson shall call the meeting. If both the chairperson and the vice-chairperson are alleged to have violated the oath, or if the vicechairperson is unavailable, any member may call the meeting. The challenged member shall have the opportunity to be heard. If the challenged member does not contest the allegations, or if he or she does not appear at the meeting, he or she shall be considered automatically removed. The Committee, or a member designated by the remaining members of the Committee, shall report any removal under this section to the Tribal Chairman within five days of such removal.

(h) Any decision on removal of a Committee member taken under subsection (f) or (g) may be appealed to the Tribal Council by an aggrieved party. "Aggrieved party" in this section shall mean, in the case of a vote to remove, the member so removed; in the case of a vote not to remove, shall mean the person or persons instituting the complaint against the member. Any such appeal must be filed by providing written notice thereof to the Tribal Chairperson and to the Committee within five days of the action appealed from.

(i) Except in times of emergency, each Committee member shall receive a stipend of $25.00 for each Committee meeting attended and the Committee secretary shall receive a stipend of $35.00.

**SEC. 501.06. APPLICATIONS AND SCREENING OF APPLICATIONS.**

(a) All persons applying for membership in the Tribe must complete an "Application for Enrollment" and on the form provided by their Enrollment Clerk, must attach to such form all documentary evidence offered as proof of eligibility for enrollment. The original of the application for enrollment must be submitted in person by the applicant to the Enrollment Clerk's office, and must be signed and dated in the presence of the Enrollment Clerk. In the case of an applicant who is under the age of eighteen (18), the application for enrollment must be submitted and signed by the applicant's parent or legal guardian, who must display proof of parenthood or legal guardianship at the time the application is submitted to the Enrollment Clerk.

(b) All applications for enrollment must include the social security number of the applicant, with the exception of newborns.

(c) Each application submitted in compliance with this Chapter shall be stamped by the Enrollment

Clerk to reflect the date of submittal. The date indicated by the Enrollment Clerk's stamp will serve as the official date of the application, regardless of any other date(s) which may otherwise appear on the application. An individual may request a copy of their application at this time.

(d) Screening of applications shall be done only when the Committee is in session at which a quorum is present, and for the express purpose of processing applications and confirming those lineal descendants who meet the requirements for membership under the Tribal Constitution.

(e) To ensure that uniform action is taken on all applications, each application shall be screened personally by each member seated present. To prevent any dispute from arising at a later date, each member present shall initial each application after screening. To further insure accuracy in the screening of applications, each member shall enter the name of the applicant and the disposition of his or her application on a personal log which the member shall keep at all times. Dispositions shall be "recommended for inclusion on the adoption ballot" or

"not recommended for inclusion on the adoption ballot."

(f) The names of all applicants whose applications have been processed, and the disposition of each such application, shall be entered by the Enrollment Clerk on a master log which shall be

typed on the first regular working day following a Committee screening session, and which shall be kept by the Enrollment Clerk, who shall keep the master log locked in the file cabinet when not in use.

(g) To insure continued accuracy, the master log shall be compared to each member's private log periodically, and any discrepancies shall be resolved when discovered.

(h) When an application is complete and accurate and meets the requirements for adoption, the applicant's name shall be included on the list of those individuals recommended to the Tribal Council for inclusion on the adoption ballot.

(i) Deadlines. The following deadlines shall be observed in the processing of applications for adoption to membership under Art. II, sec. (4), Al'Maurii Khan Constitution:

1. All applications for adoption to be considered at the regular election of any year must be submitted and complete no later than the date in May six months before the first Tuesday following the first Monday of November of that year.

2. The Committee shall report to the Tribal Council at its regular meeting in June of each year the number of applications that were submitted and complete by the deadline set forth in subsection (i)(1) for that year.

3. The Committee shall report to the Tribal Council at its regular meeting in August the list of names of individuals recommended for inclusion on the adoption ballot at the regular election for that year. At the same time, the Committee shall report to the Tribal Council the list of names of

individuals not recommended for inclusion on the ballot. The two lists shall together include the names of all individuals who submitted completed applications by the deadline stated in subsection (i)(1) for that year.

4. The Enrollment Clerk shall post the list of names approved by the Tribal Council for inclusion on the election ballot no less than sixty days prior to the election.

5. Prior to February 1 of each year the Committee shall post the calendar dates for that year that correspond to the deadlines set by subsections (i)(1) through (4).

(j) The Enrollment Clerk shall notify, by certified mail addressed to the individual's last known address, each individual whose name appears on the list submitted to the Tribal Council of names not recommended for inclusion on the adoption ballot. Such notification shall be mailed no later than the date specified in subsection (i) (3). Any individual may appeal the Committee's recommendation, and seek Tribal Council inclusion on the adoption ballot, by filing a written notice of such appeal with both the Membership Committee and the Tribal Council. The individual shall be allowed to appear at any Tribal Council meeting scheduled prior to the deadline specified in subsection (i) (4) and present his or her case for Tribal Council decision. If no Tribal Council meeting is scheduled prior to the deadline specified in subsection (i) (4), the individual may demand the scheduling of a meeting upon payment of a meeting fee equal to the sum of the meeting stipends to which the Council members would be entitled for attending the meeting. The individual may, in the alternative, demand to be heard at a later scheduled meeting, in which case if the Tribal Council finds in the individual's favor his or her name will be placed on the adoption ballot for the subsequent year. (k) The purpose of this section is to regularize the processing of applications for adoption. It does not confer upon any applicant for adoption any rights or expectation of membership.

(l) Applicants who are not voted into membership through the election process must reapply in order to be considered for membership on a subsequent election ballot.

**SEC. 501.07. PROOF OF ELIGIBILITY.**

(a) Any individual who demonstrates to the satisfaction of the Committee lineal descent to the Americas through certifiable documentation or Ancient DNA and or from a tribal member whose name appears on the Basic Membership Roll, as provided in Art. II of the Tribal Constitution, shall be eligible for recommendation for inclusion on an adoption ballot for purposes of enrollment into the Al'Maurii Khan Tribal Nation.

(b) The burden of proof rests upon the applicant to establish his or her eligibility for inclusion on an adoption ballot. Documentary evidence of eligibility includes, but is not limited to, birth certificates, death certificates, baptismal records, copies of probate findings, affidavits and records of the Bureau of Indian Affairs. The Committee shall determine the weight and sufficiency of any documentary evidence used to establish eligibility and may require the production of additional evidence if the Committee determines that the evidence submitted is insufficient to establish eligibility. If an applicant fails to respond to the Committee's request for additional evidence within thirty

(30) days, the Committee may refuse to recommend the application for approval to the Tribal Council. In addition, where the Committee determines that the documentary evidence provided in support of an application for enrollment is insufficient to establish eligibility for enrollment, the Committee may require an evidentiary hearing on the issue of eligibility. The Enrollment Clerk shall inform the applicant of the need for an evidentiary hearing by written notice, which notice shall also inform the applicant of the date, time and location of the hearing. The applicant may request that the hearing be rescheduled; any such request must be made within two weeks of the applicant's receipt of the notice of hearing. The applicant and all witnesses in support of the application for enrollment must appear in person at any such evidentiary hearing. All testimony given shall be sworn. The Committee shall determine the weight and sufficiency of all evidence offered by the applicant to establish eligibility for enrollment and may require as evidence of lineal descent that the applicant submit to blood or Deoxyribonucleic acid [DNA] testing. DNA testing shall only be recognized if performed at a bona fide laboratory employing current standards satisfactory to the committee. Applicants shall pay for any and all testing required. Submission of DNA evidence of lineal decent shall occur by the following manner and method:

i.) A DNA sample of a known living Al'Maurii Khan Tribal Member purported to be a blood relative shall be compared to that of the applicant using the Restriction Fragment Length Polymorphism [RFLP] and or any other method of DNA analysis satisfactory to the Committee. Compared subjects may be considered of the same lineal decent of a person appearing on the basic membership roll of the Al'Maurii Khan Tribe, if the compared DNA samples of the applicant and known member are of such similar genotype that the scientific community generally accepts the comparison to be so unique that the applicant is of the direct issue of the known member; i.e., either mother/father and child, or grandmother/grandfather and grandchild, etc. Comparisons which indicate that a known member is a collateral relative such as an aunt, uncle, brother or sister, etc., is not in and of itself evidence of lineal decent from a person appearing on the basic membership roll of the Al'Maurii Khan Tribe.

ii.) In no case shall a known member be compelled to submit a DNA sample or be otherwise ordered to submit a sample under this ordinance. iii.) Notwithstanding DNA evidence submissions, all other requirements of this chapter shall be met when determining eligibility for membership.

(c) The applicant shall complete a family tree showing lineal descent from a member whose name appears on the Basic Membership Roll. If the applicant is unable to complete the family tree, the applicant may request the Enrollment Clerk to do so, in which case the applicant shall pay for the actual time and costs incurred by the Enrollment Clerk in completing the family tree. The applicant shall make advance payment of $25.00 to the Enrollment Clerk for the estimated total expenses of completing the family tree, prior to the Enrollment Clerk undertaking any work thereon. The Enrollment Clerk shall keep accurate contemporaneous time and expense records for all work undertaken on each family tree, and shall prepare a regular statement for the applicant thereon. Upon exhaustion of the initial payment, the Enrollment Clerk shall require additional payment to continue work.

(d) Only originals or certified copies of documents submitted as proof of eligibility will be accepted as evidence by the Enrollment Office.

(e) The Enrollment Office shall retain all documents that are submitted, unless the applicant requests that the documents be returned to applicant, in which event a copy of the submitted documents shall be retained by the Enrollment Office.

(f) The Tribe shall have sole ownership of all Tribal Membership documents retained by and in the custody of the Committee.

(g) Individuals of Indian blood of other tribes, and of no Indian blood, who claim lineal descendancy through a person who has been legally adopted by a lineal descendant, are not eligible for enrollment, except that individuals of Al'Maurii Khan Indian / Moorish blood shall be eligible for adoption to membership under Article II, Section (4) of the Al'Maurii Khan Constitution.

(h) Each applicant shall be required to disclose whether he or she claims descendancy through any person who has been legally adopted. Applicants who so claim must indicate whether their biological descent is of Al'Maurii Khan blood, blood of another Moorish tribe, or no Indian blood.

**SEC. 501.08. NEWBORNS.**

Newborns, one or both of whose parents are tribal members, may be enrolled by a parent or legal guardian by completing an application form provided for that purpose and filing it with the Committee no later than sixty (60) days after the date of birth of the newborn.

**SEC. 501.09. RECORDS AND FILES.**

(a) Membership applications and supporting evidence, and all related documentation, correspondence, and collateral records related to membership shall be kept secure at all times, except when necessary for the conduct of business of the Committee or of the Enrollment Clerk.

(b) No person other than the Committee and Enrollment Clerk in the course of their official business shall have access to any membership file other than his or her own and that of his or her minor children or wards, except that a member may authorize in writing another person to have access to his or her file and that of any of his or her minor children or wards.

(c) Any person may obtain a copy of documents in his or her file, or that of his or her minor child or ward, at a charge of twenty-five (.25) cents per page to cover the cost of copying documents.

(d) The following information shall be deemed public information: the names of members, their sex, date of birth, date of death, roll number, allotment number though which member is enrolled and last known address. Upon request, membership lists showing this information may be made available to candidates for tribal political office upon payment of a charge set to reflect the cost of preparing and copying the list.

**SEC. 501.10. DISENROLLMENT.**

(a) Grounds for Disenrollment. Any tribal member may be disenrolled from membership in the Tribe upon proof of the following, and in accordance with the procedures for disenrollment set forth below:

1. Any person whose membership is based on false material information contained in his or her application, or who withheld material information in making his or her application for enrollment, shall be removed from the membership rolls.
2. Any person whose membership is based on false material information submitted by another person, or whose membership is based on another person's withholding of material information in making the application for enrollment, shall be removed from the rolls.
3. No member may be enrolled in the Tribe who is also enrolled in another tribe. Any member who is alleged to be enrolled in another tribe may be required to furnish proof that he is not so enrolled.

Any person who fails to furnish such proof shall be removed from the membership rolls. (b) Disenrollment Proceedings. Disenrollment proceedings shall be governed by the following procedures:

1. Upon receipt of any evidence that a tribal member should be subjected to disenrollment proceedings, the Committee shall discuss the matter at the next scheduled meeting, and shall vote on whether to initiate disenrollment proceedings against such tribal member. No proceeding for disenrollment of a tribal member shall be initiated unless at least four (4) members of the Committee vote to initiate such proceedings. If a majority of the fails to vote in favor of initiating disenrollment proceedings, the matter shall be deemed closed.
2. If the Committee decides to initiate disenrollment proceedings against a tribal member, the Enrollment Clerk shall send a "Notice of Disenrollment Proceedings" by certified letter to the last known address of such tribal member. The letter shall specify the grounds for initiating such disenrollment proceedings, and shall explain the disenrollment procedures and the rights and remedies available to the tribal member. The date stamped by the U.S. Post Office on the Domestic Return Receipt shall be deemed to be the date on which the tribal member was served with the "Notice of Disenrollment Proceedings." 3. In the event that the "Notice of Disenrollment Proceedings" is returned undelivered by the United States Post Office, the Enrollment Clerk shall publish the "Notice of Disenrollment Proceedings" in the local newspaper in the county of the last known address of the tribal member against whom disenrollment proceedings have been initiated. At the expiration of sixty (60) days from the date such notice first appears in the local newspaper, the tribal member shall be deemed to have been served with the "Notice of Disenrollment Proceedings."
4. Any tribal member against whom disenrollment proceedings have been initiated must file a written response challenging such proceedings within thirty (30) days of receipt of the "Notice of Disenrollment Proceedings." Such a response can be mailed by certified or regular mail, and will be deemed filed on the date the response is post-marked by the U.S. Post Office. Failure to file a written response to the "Notice of Disenrollment Proceedings" within the thirty day time period shall waive the tribal members rights to an informal hearing before the Committee and a formal hearing before the Tribal Council.
5. Any tribal member against whom disenrollment proceedings have been initiated shall have a right to appear and testify in an informal hearing before the Committee. At such hearing, the Committee shall determine if sufficient evidence exists to support a finding that the tribal member should be disenrolled. If a majority of the members of the Committee decide that the tribal member

should remain on the membership rolls, the disenrollment proceedings shall be deemed closed. If a majority of the members of the Committee find that sufficient evidence exists to support disenrollment, the Committee shall submit a written recommendation to the Tribal Council that the tribal member be disenrolled. The recommendation of the Committee shall include all evidence compiled in the disenrollment proceeding. Upon receipt of such recommendation, the Tribal Council shall schedule a hearing to decide whether the tribal member shall be disenrolled, unless the tribal member has waived his/her right to a hearing by failure to respond to the "Notice of Disenrollment Proceedings," in which event the Tribal Council will make its decision based on the recommendation and evidence furnished by the Committee.

6. Any tribal member subject to a disenrollment proceeding, who has filed a written response to the "Notice of Disenrollment Proceedings" with the Enrollment Clerk, shall have the right to be represented by counsel at his or her own expense at all stages of the proceeding, the right to inspect and copy all documents which purportedly support disenrollment, the right to inspect and copy all documents in the custody of the

Committee which support the member's claim to continued eligibility for enrollment, the right to inspect and copy all documents in the member's application file, the right to cross-examine all adverse witnesses, the right to present testimony and documentary evidence on his or her own behalf, the right to adequate notice of all proceedings, and the right to a written decision in which the facts relied upon and the conclusions made by the Tribal Council are given. All disenrollment proceedings shall be conducted as closed hearings in Executive Session.

7. In any disenrollment proceeding, the Committee shall have the burden of proving by clear and convincing evidence that the tribal member is not eligible for enrollment.

8. A decision to disenroll a tribal member shall be made by vote of the members of the Tribal Council. No less than five (5) members of the Tribal Council must vote to disenroll the tribal member before such member shall be disenrolled. The decision of the Tribal Council in any disenrollment proceeding shall be final and non-appealable.

9. If the Tribal Council votes to disenroll a tribal member, the Enrollment Clerk shall strike the name of such tribal member from the membership rolls of the Tribe. Any tribal member who has been disenrolled shall be prohibited from thereafter seeking enrollment in the Tribe.

(c) Voluntary Disenrollment. Any tribal member may request that his/her name be stricken from the membership rolls. Such voluntary disenrollment must be carried out in accordance with the procedures set forth below.

1. The tribal member seeking voluntary disenrollment must submit to the Enrollment Office a notarized statement requesting relinquishment of membership in the Tribe, and stating the reason(s) for seeking relinquishment of membership.

2. The statement requesting relinquishment of membership in the Tribe must be either submitted in person, or delivered by certified mail, and must be dated no more than sixty (60) days before the date such statement is received at the Enrollment Office.

3. The Tribal Council shall direct the Enrollment Clerk to strike from the membership rolls the name of the tribal member seeking voluntary disenrollment.

4. If a request for relinquishment is made on behalf of a tribal member who is under the age of eighteen (18) years, the following procedures will govern the voluntary disenrollment process:

i. The person requesting relinquishment must be the parent having legal custody of the tribal member, or the legal guardian of such tribal member, and must provide the Enrollment Office with proof of such legal custody or guardianship. For purposes of this Chapter, the term "legal custody"

means the custody awarded by a court of competent jurisdiction. Any documentary evidence provided as proof of legal custody or guardianship must be in the form of originals or certified copies. Proof of parenthood alone, without proof of legal custody or guardianship, will not authorize a person to request relinquishment on behalf of a tribal member who is under the age of eighteen (18) years.

ii. Any parent requesting relinquishment for a child who is a tribal member must have sole custody of such child in order to request relinquishment of membership on behalf of the child. If a parent making a request for relinquishment on behalf of a child does not have sole custody of such child, such parent must demonstrate that he/she has joint custody of the child, and a notarized statement from the other parent joining in the request for relinquishment must be provided to the Enrollment Office. Certified copies of the divorce decree or order of separation, and of the order granting custody, must be submitted to the Enrollment Office.

iii. No tribal member under the age of (18) years shall be disenrolled from membership in the Tribe until the Enrollment Office receives official notification from another tribe that such person has been accepted for membership in such other tribe.

iv. If a person who is under the age of eighteen (18) years is disenrolled from membership in the Tribe by request of a parent or legal guardian, such person shall be entitled to enrollment in the Tribe in accordance with the procedures and requirements set forth in this Chapter, if such person makes a request for enrollment after his/her eighteenth (18th) birthday. No benefits associated with membership in the Tribe shall be granted to such person for the period of time during which he/she was not enrolled in the Tribe. Any tribal member whose membership is challenged under subsection (a), (b), or (c) shall have a right to be heard by the Membership Committee, which shall determine if there is sufficient evidence to believe that the tribal member should be disenrolled. If the Committee so finds it shall present its evidence and recommendation to the Tribal Council which shall decide whether the tribal member shall be disenrolled.

# CHAPTER 555 – PROBATE.

*Legislative History: Enacted and established on April 20, 2017 by Authority of Clan Mothers and Sagamoor collectively, pursuant Article 4 sec. 2 and Article 6 of the Al'Maurii Khan Nation Tribal Constitution as part of Law & Order Code.*
*Fully Adopted on January 1, 2018 as revised Law & Order Code by emergency powers of Judicial Council, pursuant Article 8 of the Al'Maurii Khan Nation Tribal Constitution.*
*Circulated to foreign agents for public notice on March 21, 2019 as Al'Maurii Khan Code and to rescinded all prior codes, domestic or foreign, which may have been presumed to be the governing law for our people.*
*All changes made after March 21, 2019 shall be by a formal statement, made in writing, under Tribal [Great] Seal and supported by Clan Mothers or Sagamore or collectively [both], according to Future Nation and Tribal Citizen needs. Art. IV sec 2 of Al'Maurii Khan Tribal Nation Constitution, and described as a Tribal Order.*

## SUBCHAPTER A GENERAL PROVISIONS

### Section 10 Definitions (555 AKN CODE § 4-10)

(A) Beneficiary - Includes a person who has any present or future interest, vested or contingent, or a charitable trust.
(B) Child - Includes any individual entitled to take as a child by intestate succession from the parent whose relationship is involved and excludes any person who is only a stepchild, a foster child, a grandchild or any more remote descendant.
(C) Claims - In respect to estates, includes liabilities of the decedent whether arising in contract, in tort or otherwise, and liabilities of the estate which arise at or after the death of the decedent, or after the appointment of a conservator, including funeral expenses and expenses of administration.
(D) Conservator - A person who is appointed by a Court to manage the estate of a protected person.
(E) Court - means the Al'Maurii Khan Tribal Court unless otherwise specified.
(F) Decedent - Is any deceased person testate or intestate.
(G) Devise - Means a testamentary distribution of real or personal property.
(H) Estate - Includes the property of the decedent, real or personal property or in trust.
(I) Fiduciary - Includes personal representative, guardian, conservator and trustee.
(J) Guardian - Means a person who has qualified as a guardian of a minor or incapacitated person pursuant to testamentary or Court appointment.
(K) Heirs - Includes the surviving spouse or persons who are entitled under the statutes of intestate succession to the property of a decedent.
(L) Interested Person - Includes heirs, devisees, children, spouses, creditors, beneficiaries and any others having a property right in or claim against a trust estate or the estate of a decedent.
(M) Minor - Means a person who is under 18 years of age.
(N) Personal Representative - Includes executor, administrator and special administrator.
(O) Property - Includes both real and personal property and anything that may be subject of ownership.
(P) Protected Person - means a minor or any other person for whom a conservator has been appointed or any other protective order has been made.
(Q) Security - Includes any note, stock, treasury stock, bond, debenture, evidence of indebtedness, certificate of interest, in general, any interest or instrument commonly known as security.
(R) Successors - Means those persons, other than creditors, who are entitled to property of a decedent under his will.

(S) Will - Includes a codicil and any testamentary instrument.

**Section 20 Territorial Application (555 AKN CODE § 4-20)**

Except as otherwise provided, the Probate provisions apply to (1) the affairs and estates of decedents, missing persons, and persons to be protected, (2) the property of non-residents located on the Al'Maurii Khan Reservation or property coming into the control of a fiduciary who is subject to the laws of the Al'Maurii Khan Nation, (3) incapacitated persons and minors of the Al'Maurii Khan Reservation, (4) survivorship, trusts and related accounts subject to administration.

**Section 30 Subject Matter Jurisdiction (555 AKN CODE § 4-30)**

To the full extent permitted by the constitution, the Court has jurisdiction over all subject matter relating to:

(A) Estates of decedents, including construction of wills and determination of heirs and successors of

decedents, and estates of protected persons.

(B) Protection of minors and incapacitated persons.

(C) Trusts.

(1) The Court has full power to make Orders, Judgments and Decrees and take all other action necessary and proper to administer justice.

(2) The Court has jurisdiction over protective proceedings and guardianship proceedings.

**Section 40 Rules of Procedure (555 AKN CODE § 4-40)**

Unless specifically provided to the contrary, the rules of civil procedure will govern formal proceedings.

**Section 50 Records (555 AKN CODE § 4-50)**

The Court Clerk shall keep a record for each decedent, ward, protected person or trust involved in any document which may be filed with the Court, including petitions and applications, and any Orders or responses relating thereto. The Clerk must issue certified copies of any probated wills, letters issued to personal representatives, or any other record or paper filed or recorded.

**Section 60 Notice (555 AKN CODE § 4-60)**

If notice of a hearing on any petition is required, the petitioner shall cause notice of the time and place of the hearing of any petition to be given to any interested person or his attorney or if a party has requested that notice be sent. Notice shall be given:

(A) By mailing a copy thereof at least ten days before the time set for the hearing by certified mail to the person being notified at the address given on his demand for notice.

(B) If the address or identity of a person is not known and cannot be ascertained with reasonable diligence, service may be made by publication pursuant to the rules of civil procedure.

**Section 70 Guardian *Ad Litem*, Appointment (555 AKN CODE § 4-70)**

At any point in a proceeding, the Court may appoint a guardian *ad litem* to represent the interest of a minor, unborn child, or incapacitated person, if the Court determines that is in said person's best interest.

**Section 80 Evidence of Death (555 AKN CODE § 4-80)**

In proceedings under this chapter, a determination of death may be shown through an authenticated copy of a death certificate, or authenticated copy of a governmental agency report that a person is missing or dead.

A person who is absent for a continued period of seven years, during which he has not been heard from and whose absence is not satisfactorily explained after diligent search or inquiry is presumed to be dead.

## SUBCHAPTER B INTESTATE SUCCESSION AND WILLS

### Section 90 Intestate Shares (555 AKN CODE § 4-90)

Any part of the estate of a decedent not disposed of by contract or a will passes to the heirs as follows:

(A) If there is no surviving issue, the entire estate shall go to the surviving spouse.

(B) If there is surviving issue, one-half shall be divided in equal shares, with one-half to the surviving spouse.

(C) If there is no surviving spouse, the estate shall be divided equally among the surviving issue.

(D) If there is no surviving issue, the estate may be distributed to the surviving parents or grandparents.

(E) If there are no surviving heirs, the estate shall pass to the Tribe.

### Section 100 After-born Heirs (555 AKN CODE § 4-100)

Issue of the decedent conceived before his death but born thereafter; inherit as if they had been born in the lifetime of the decedent.

### Section 110 Meaning of Child (555 AKN CODE § 4-110)

If for purposes of intestate succession, a relationship of parent and child must be established to determine succession:

(A) An adopted person is the child of an adopting parent and not of the natural parents.

(B) A person is the child of its parents regardless of the marital status of its parents.

(C) A person born out of wedlock is a child of the mother. That person is also a child of the father if paternity is established by adjudication before the death of the father, or is established thereafter by clear and convincing proof.

### Section 120 Omitted Spouse (555 AKN CODE § 4-120)

If a testator fails to provide by will for his surviving spouse, who married the testator after the execution of the will, the omitted spouse shall receive the same share of the estate he/she would have received if the decedent left no will unless it appears from the will that the omission was intentional or the testator provided for the spouse by transfer outside the will and the intent that the transfer be in lieu of a testamentary provision is shown by other evidence.

### Section 130 Pretermitted Children (555 AKN CODE § 4-130)

If a testator fails to provide for any of his children, born or adopted after the execution of his will, the omitted child receives a share in the estate equal in value to that which he would have received if the testator had died intestate unless:

(A) It appears that the omission was intentional.

(B) When the will was executed the testator had one or more children and devised substantially all of his estate to the other parent of the omitted child, or

(C) The testator provided for the child by transfer outside the will and the intent was for transfer to be in lieu of a testamentary provision.

### Section 140 Family Allowance – Exempt Property (555 AKN CODE § 4-140)

The surviving spouse and minor children whom the decedent was obligated to support and children who were being supported by him are entitled to a reasonable allowance in money out of the estate for their maintenance during the period of administration. The allowance may not continue for longer than one year if the estate is inadequate to discharge allowed claims.

### Section 150 Wills (555 AKN CODE § 4-150)

Any person who is of sound mind may make a will. Every will shall be in writing, signed by the testator or by some other person in the testator's presence and by their direction. The will shall be signed by two persons witnessing the signing of the will. Said witnesses shall not have an interest

in the estate.

**Section 160 Holographic Wills (555 AKN CODE § 4-160)**

A will which does not comply with Section 150 is valid as a holographic will, whether or not witnessed, if the signature and the material provisions are in the handwriting of the testator.

**Section 170 Validity of the Will (555 AKN CODE § 4-170)**

A written will is valid if executed in compliance with Section 150 and Section 160, or if its execution complies with the law at the time of execution of the place where the will was executed.

**Section 180 Revocation (555 AKN CODE § 4-180)**

A will or any part thereof is revoked by a subsequent will, which revokes the prior will or identifies specific sections to be revoked.

**Section 190 Deceased Devisee (555 AKN CODE § 4-190)**

If a devisee of the testator is dead at the time of execution of the will, or fails to survive the testator, the issue of the deceased devisee may be treated as a class devisee.

**Section 200 Renunciation (555 AKN CODE § 4-200)**

A person or the representative of an incapacitated or protected person, who is a devisee under a testamentary instrument, may renounce in whole or in part the right of succession to any property or interest therein, including a future interest by filing a written renunciation.

The instrument shall:

(A) Describe the property or interest renounced.

(B) Declare the renunciation and extent thereof.

(C) Be signed by the person renouncing, and

(D) Be duly notarized.

**Section 210 Effect of Divorce, Decree of Separation (555 AKN CODE § 4-210)**

A person who is divorced from the decedent is not a surviving spouse. A decree of separation which does not terminate the status of husband and wife is not a divorce for purposes of this section.

**Section 220 Effect of Homicide (555 AKN CODE § 4-220)**

A surviving spouse, heir, or devisee that feloniously kills the decedent is not entitled to any benefits under the will. A final judgment of conviction of felonious killing is conclusive for purposes of this section.

**Section 230 Deposit of Will (555 AKN CODE § 4-230)**

(A) A will may be deposited by the testator with the Court for safekeeping. The will shall be kept confidential. During a testator's lifetime, a deposited will shall be delivered only to him or to a person authorized in writing signed by him to receive the will.

(B) Upon being informed of the testator's death, the Court shall notify any person designated to receive the will and deliver it to him on request or to the appropriate Court.

**SUBCHAPTER C PROBATE OF WILLS AND ADMINISTRATION**

**Section 240 Devolution of Estate (555 AKN CODE § 4-240)**

Upon the death of a person, the deceased's separate property devolves to the person to whom it is devised by the deceased's last will, or to those indicated as substitutes for them in cases involving lapse, renunciation or other circumstances affecting the devolution of testate estates, or in the absence of testamentary disposition, to the heirs' decedents, or other circumstances affecting the devolution of intestate estates.

**Section 250 Determination of Heirs – Petition (555 AKN CODE § 4-250)**

When any member of the Tribe dies leaving property other than an allotment or other trust property subject to the United States, any member claiming to be an heir to the decedent may

bring suit in the Al'Maurii Khan Tribal Court to have the Court determine the heirs of the decedent and to divide among the heirs such property of decedent. No determination of the heirs shall be made unless all the heirs known to the Court, and to the claimant, have been given notice of the proceeding and have been given reasonable opportunity to appear in the proceeding. Heirs who are not residents of this Reservation shall be notified and a copy of the notice mailed to them shall be retained in the record.

**Section 260 Approval of Wills (555 AKN CODE § 4-260)**

When any member of the Al'Maurii Khan Tribe dies, leaving a will disposing only of property other than an allotment or other trust property subject to the jurisdiction of the United States, or the Al'Maurii Khan Tribe, the Court shall determine the validity of the will after giving notice and reasonable opportunity to appear in the proceedings to all interested persons. A will shall be deemed valid if the decedent was of sound mind, understood the nature of this act when he made the will, was not subject to duress or undue influence, the will was in writing and signed by the decedent in the presence of two witnesses who signed the will. If the Court finds that the will was validly executed, it shall order the property distributed to the persons named in the will or to their heirs.

**Section 270 Procedure by Court (555 AKN CODE § 4-270)**

(A) In the determination of heirs, the Court may apply the laws of the State of Florida. The Court shall also be empowered to appoint a temporary custodian or administrator to supervise and protect the assets of the estate. The Court may issue orders to sell such property as may be necessary before determination and the division of the property. The Court may require a bond from the custodian or administrator for the fulfillment of his duties and may fix the fee, which shall not exceed one percent of the appraised value of the estate. No sale of property shall be made for less than the appraised value.

(B) In the absence of specific direction, the laws of the State of Florida shall apply.

**Section 280 Priority among Persons Seeking Appointment as Personal Representative (555 AKN CODE § 4-280)**

Whether the proceedings are formal or informal, persons who are not disqualified have priority in the following order:

(A) The person nominated by a power conferred in a will.

(B) The surviving spouse of the decedent.

(C) Other heirs.

(D) Other devisees.

**Section 290 Appointment Proceedings, Application (555 AKN CODE § 4-290)**

Applications for probate of a will or appointment of a personal representative shall contain the following:

(A) A statement of interest of the applicant.

(B) The name, age and date of death of the decedent.

(C) The names and addresses of the spouse, children, heirs and devisees, and the ages of any who are minors.

(D) Identification of any personal representative of the decedent appointed in this state or elsewhere.

(E) The priority of the person whose appointment is sought, and the names of any other persons having a prior or equal right to appointment.

(F) The original of the decedent's will must accompany the application, or an authenticated copy of a will probated in another jurisdiction.

**Section 300 Personal Representative – Duties (555 AKN CODE § 4-300)**
A person who has been appointed as personal representative of an estate shall be issued a letter of appointment by the Court. A personal representative shall submit a written inventory of the estate to the Court within 30 days from said appointment. A personal representative shall settle debts and provide for the distribution of the decedent's estate, except as otherwise ordered or directed by the Court.
**Section 310 Objections to Probate (555 AKN CODE § 4-310)**
Any party to a formal proceeding who opposes the probate of a will shall state their objections in their pleadings.
(A) If evidence concerning execution of an attested will, which is not self-proved, is necessary in contested cases, the testimony of at least one of the attesting witnesses, if within the Reservation, is required. Due execution of an attested or unattested will may be proved by other evidence.
(B) If the will is self-proved, compliance with signature requirements for execution is conclusively presumed and other requirements of execution are presumed subject to rebuttal without the testimony of any witness upon filing the will and acknowledgment and affidavits annexed thereto, unless there is proof of fraud or forgery affecting the acknowledgment or affidavit.
**Section 320 Burden in Contested Cases (555 AKN CODE § 4-320)**
In contested cases, the contesting petitioner has the burden of establishing prima facie proof of death and heirship, lack of testamentary intent or capacity, undue influence, fraud, duress, mistake or revocation.
**Section 330 Probate of More Than One Instrument (555 AKN CODE § 4-330)**
If two or more instruments are offered for probate before a final order is entered, the instruments may be probated if neither expressly revokes the other or contains provisions which work a total revocation by implication. The order may, but need not, indicate how any provisions of a particular instrument are affected by the other instrument.
**Section 340 Housing, Community Property (555 AKN CODE § 4-340)**
Where a husband and wife have died leaving community property, and have died simultaneously, one-half of the husband's and wife's community property shall pass as if the husband or wife had survived.
**Section 350 Insurance Policies (555 AKN CODE § 4-350)**
Where the insured and the beneficiary in a policy of life or accident insurance have died, the proceeds of the policy shall be distributed as if the insured had survived the beneficiary. If there is no alternative beneficiary, except the estate or personal representative of the insured, the proceeds shall be distributed as community property or personal property.
**Section 360 Failure of Testamentary Provision (555 AKN CODE § 4-360)**
If a devise fails for any reason, it becomes part of the residue.
**Section 370 Collection of Personal Property by Certified Affidavit (555 AKN CODE § 4-370)**
In cases where the estate of the decedent is less than $25,000 of personal property, the following procedure
is authorized:
(A) 20 days after the death of a decedent, any person indebted to the decedent or having possession of tangible personal property, other than an assignment of real property, or an instrument evidencing a debt, obligation, stock or claim belonging to the decedent shall make payment of the indebtedness or deliver the tangible personal property or an instrument evidencing a debt, obligation, stock or claim to a person claiming to be the successor of the decedent upon being presented an affidavit, certified by the clerk of the court, made by or on behalf of the successor

and stating that all of the following are true:
(1) 20 days have elapsed since the death of the decedent.
(2) Either:
(a) An application or petition for the appointment of a personal representative is not pending and a personal representative has not been appointed in the Al'Maurii Khan Nation Tribal Court and the value of all personal property (excluding automobiles and life insurance) in the decedent's estate, wherever located, less liens and encumbrances, does not exceed $25,000 as valued as of the date of death; or
(b) The personal representative has been discharged or more than one year has elapsed since a closing statement has been filed and the value of all personal property in the decedent's estate, wherever located, less liens and encumbrances, does not exceed $25,000 as valued as of the date of the affidavit.
(3) The claiming successor(s) is/are entitled to payment or delivery of the personal property.
(B) A transfer agent of any security shall change the registered ownership on the books of a corporation from the decedent to the successor or successors upon presentation of an affidavit pursuant to subsection A of this section.
(1) 20 days have elapsed since the death of the decedent as shown in a certified copy of the decedent's death certificate attached to the affidavit.
(2) No other person has a right to the interest of the decedent in the described property.
(C) The filing fee for the certification of an affidavit under subsection (A) of this section shall be $25.
On receipt of an affidavit made under this section and after determining that the affidavit is complete, the Tribal court clerk shall cause to be issued a certified copy of the affidavit without attachments.
(D) Nothing in this section shall limit the rights of heirs and devisees under tribal law.
(E) The person paying, delivering, transferring or issuing personal property or the evidence thereof pursuant to affidavit is discharged and released to the same extent as if he dealt with a personal representative of the decedent. He is not required to see to the application of the personal property or evidence thereof or to inquire into the truth of any statement in the affidavit. If any person, other than a Tribal official acting in his/her official capacity, to whom an affidavit is delivered refuses to pay, deliver, transfer or issue any personal property or evidence thereof, it may be recovered or its payment, delivery, transfer or issuance compelled upon proof of their right in a proceeding brought in the Tribal Court for the purpose by or on behalf of the persons entitled thereto. Any person to whom payment, delivery, transfer or issuance is made is answerable and accountable therefore to any personal representative of the estate or to any other person having a superior right.

**SUBCHAPTER D SUPERVISED ADMINISTRATION**

**Section 380 Petition for Supervised Administration (555 AKN CODE § 4-380)**

A petition for supervised administration may be filed by an interested person or by a personal representative at any time. After notice to interested persons, the Court shall order supervised administration of a decedent's estate:
(A) If the decedent's will directs supervised administration, it shall be ordered unless the Court finds that circumstances bearing on the need for supervised administration have changed since the execution of the will and there is no need for supervised administration; or
(B) If the decedent's will directs unsupervised administration or is silent on administration, supervised administration shall be ordered only upon a finding that it is necessary for protection

of persons interested in the estate; or
(C) If the Court finds that supervised administration is necessary under the circumstances.

**Section 390 Supervised Administration, Powers of Personal Representative, Termination (555 AKN CODE § 4-390)**

(A) Unless restricted by the Court, a personal representative has all powers of a personal representative, but he shall not exercise his power to make any distribution of the estate without prior order of the Court. Any other restrictions on the power of a personal representative which may be ordered by the Court must be endorsed on his letters of appointment. The appointed personal representative shall serve without bond, unless the Court in its discretion deems bond necessary.
(B) Unless otherwise ordered by the Court, supervised administration is terminated by order in accordance with time restrictions or final settlement of the estate. Termination does not discharge a personal representative from liability for transactions or omissions occurring before termination, or relieve him of the duty to preserve assets subject to his control, to account therefore, and to deliver the assets.

**SUBCHAPTER E CLAIMS; DISTRIBUTIONS**

**Section 400 Presentation of Claims (555 AKN CODE § 4-400)**

Claims against a decedent's estate may be delivered to the personal representative or filed with the Clerk of the Court. A written statement of the claim must indicate the basis of the claim, the name and address of the claimant, and the amount claimed. If the claim is contingent or unliquidated, the nature of the uncertainty shall be stated. If the claim is secured the security shall be described.

**Section 410 Classification of Claims (555 AKN CODE § 4-410)**

If the assets of the estate are insufficient to pay all claims in full, the personal representative shall make payment in the following order:
(A) Costs and expenses of administration.
(B) Reasonable funeral expenses.
(C) Debts and taxes.
(D) Reasonable and necessary medical and hospital expenses of the last illness of the decedent.
(E) All other claims.
No preference shall be given in the payment of any claim over any other claim of the same class, and a claim due and payable shall not be entitled to a preference over claims not due.

**Section 420 Successor Rights, Traditional Custom (555 AKN CODE § 4-420)**

(A) In the absence of court administration, the heirs and devisees are entitled to the estate in accordance to distribution by Al'Maurii Khan tradition and custom. Cultural, religious paraphernalia shall be distributed by immediate family consensus.
(B) Successors take subject to all charges incident to administration including claims of creditors.

**SUBCHAPTER F CLOSING ESTATES**

**Section 425 Closing Estates (555 AKN CODE § 4-425)**

(A) A personal representative or interested person may petition for an order of completed settlement of the estate. After notice to all interested persons and hearing, the Court may enter an order determining persons entitled to distribution of the estate and approving settlement or distribution of the estate and discharging the personal representative.
(B) A personal representative shall submit a verified statement declaring the estate has been fully administered by making payment, settlement or other disposition of all claims, expenses of administration, and distribution to persons entitled.

(C) If an heir, devisee or claimant cannot be found, the personal representative shall distribute the share of the missing person to the missing person's conservator, if any, otherwise it becomes a part of the Tribal fund. If property reverts to the Tribe, the Tribe may auction said property and deposit funds into the Tribal fund.

**SUBCHAPTER G MISCELLANEOUS PROVISIONS**

**Section 430 Burial Responsibility (555 AKN CODE § 4-430)**

(A) The duty of burying the body of a dead person devolves in the following manner:

(1) If the deceased was married, upon the surviving spouse.

(2) If the deceased was not married but left kindred, upon the nearest of kin to the deceased, of an adult age and a member of the Al'Maurii Khan Tribe who has sufficient means to defray the necessary expenses of burial.

(3) If the deceased left neither spouse nor qualified kindred, then the duty of burial shall rest with the Tribal Council. The Tribal Council shall decide as to the disposition of the body.

# CHAPTER 600 – CORPORATIONS CODE.

Legislative History: Established on April 21, 2019 by Authority of the Support / Tribal Council and Clan Mothers for the sustaining and protection of our autonomy and identity as Moors and or native American Aborigine / Moorish-American Nationals exercising customs under Article 7 of the Al'Maurii Khan tribal Constitution, as protected through 25 USC 1322(c), 18 USC 11, 18 USC 112, the 1787 / 1836 treaty between the United States and the Moorish Empire.

**SUBCHAPTER A GENERAL PROVISIONS**

**Section 10 Purpose (600 AKNTC § 600-10)**

The purposes of this Ordinance are to:

(A) Enact a Corporations Code which modernizes the laws applicable to business created under the sovereign power of the Tribe;

(B) Encourage commerce on the Al'Maurii Khan Reservation and the Moorish dominions by providing limitations on the liability of participants in incorporated enterprises;

(C) Provide a method for establishing for profit and non profit corporations under the sovereign authority of the Tribe to regulate business on the Reservation and the Moorish Dominions; and

(D) Allow for the creation of tribal government owned corporations.

**Section 20 Short Title; Codification (600 AKNTC § 600-2**0)

(A) This ordinance shall be known as "The Al'Maurii Khan Tribe Corporations Code"

(B) This ordinance shall be codified at, Chapter 600, Sections 10 through 1020.

**Section 30 Applicability (600 AKNTC § 600-30)**

The provisions of this Ordinance shall apply to all corporations organized hereunder or which elect to accept the provisions of this Ordinance.

**Section 40 Definitions (600 AKNTC § 600-40)**

(A) "Articles of Incorporation" means the original or restated articles of incorporation or articles of merger and all amendments to the articles of incorporation or merger.

(B) "Authorized Shares" mean the shares of all classes which the corporation is authorized to issue.

(C) "Board of Directors" means the group of persons vested with management of the affairs of the corporation.

(D) "Business day" means a day that is not a Saturday, a Sunday or any other legal holiday for the Tribe.

(E) "Bylaws" mean the code of rules adopted for the regulation or management of the affairs of a corporation.

(F) "Corporation" means a Moorish vessel or corporation, whether for profit or not for profit, organized under this Chapter and the laws of the Al'Maurii Khan Nation, the Moorish Empire.

(G)"Entity" means corporations, associations, trusts, estates, partnerships, limited liability companies, individuals, Moors, Indian tribes or Native groups, states, municipalities, the United States, and foreign governments.

(H) "Foreign Corporation" means a corporation, whether for profit or not for profit, that is incorporated under a law other than the law of the Tribe.

(I) "For-Profit Corporation" means a corporation of which the income is distributable for the benefit of its shareholders, and whose assets, upon dissolution, are distributable to its shareholders.

(J) "Insolvent" means inability of a corporation to pay its debts as they become due in the usual course of its business.

(K) “Member” means one having membership rights in a corporation in accordance with the provisions of its articles of incorporation or by-laws.
(L) “Net Assets” mean the amount by which the total assets of a corporation exceed the total debts of the corporation.
(M) “Non-Profit Corporation” means one in which no part of the income of the corporation is distributable to any person by reason of that person’s status as a member, director, officer or employee, except for reasonable wages for work performed. (N) “President” means that officer designated as the president in the articles of incorporation or bylaws, or if not so designated, that officer authorized in the articles of incorporation, bylaws or otherwise to perform the functions of the chief executive officer, irrespective of the name by which designated.
(O) “Principal office” means the office, on or off the Reservation, so designated in the annual report where the principal executive office of a domestic or foreign corporation are located or in any other document executed by the corporation by an officer and delivered to the Tribal Secretary for filing. If an office has not been so designated, principal office means the known place of business of the corporation.
(P) “Shareholder” means the person in whose name shares are registered in the records of the corporation.
(L) “Shares” mean the units into which the ownership interests in a corporation are divided.
(M) “Tribal Government Corporation” means a corporation, whether for profit or non profit, which is wholly owned or majority owned and controlled by The Al’Maurii Khan Tribe.

**Section 50 Status of Certain Corporations (600 AKNTC § 600-50)**

(A) Tribal Government Corporations organized under this ordinance shall be considered to be Moorish governmental agencies and instrumentalities of the Tribe, created to carry out the responsibilities of the Tribe for economic development and the advancement of Tribal members. Such corporations, their officers, and employees are, therefore, entitled to all of the privileges and immunities enjoyed by the Tribe, including, but not limited to, immunities from suit in federal, state, and tribal courts, and federal and state taxation or regulation, except as specifically set out in the articles of incorporation granted pursuant to this Chapter or as specifically waived by Support Council, other tribal ordinances or applicable federal law.
(1) Any subsidiary corporation, its officers and employees, which is wholly owned by a Tribal Government Corporation, shall have all the same powers, privileges and immunities as the parent corporation.
(B) For the sole purpose of taxation, regulatory jurisdiction, civil jurisdiction, and criminal jurisdiction, the following corporate entities shall be treated as a member of a Moorish Government:
(1) All for profit corporations formed pursuant to this Chapter which are at least 51% owned by Indians who are members of any Moorish tribe.
(2) All non-profit corporations formed pursuant to this Chapter in which at least 51% of its members are members of federally recognized Indian tribes and which have as their primary purpose benefiting the members of The Al’Maurii Khan Nation.
(B) In the case of any corporation having its principal place of business on the Reservation and which has been incorporated under the laws of any state and also under this Chapter, the ordinances and resolutions of the Support Council and the Constitution of the Tribe shall take precedence over any conflicting state laws or charter documents in any dispute concerning the status of the corporation or the rights and obligations of any persons with respect to the corporation. (C) The

Tribal Court shall have jurisdiction to decide all questions with respect to the status of corporations formed pursuant to this Chapter.

**Section 60 Corporate Name (600 AKNTC § 600-60)**

(A) The name of any for-profit corporation shall contain the words "Corporation," "Company,", "Incorporated," "Limited," or an abbreviation of one these words and shall carry the by-line "An Al'Maurii Khan Corporation."

(B) The name of a not for profit corporation may contain the words "Incorporated", "Corporation", "Limited", "Association", "Fund", "Society", "Club", or "Foundation" and shall carry the by-line "An Al'Maurii Khan Non-Profit Corporation."

(C) A corporate name shall not contain any word or phrase which indicates or implies that it is organized for any purpose other than the purposes contained it its articles of incorporation. (D) A corporation formed under this Chapter shall not use any corporate name which is the same as, or similar to, the name of any corporation organized under this Chapter.

(E) A corporation which is privately owned or controlled shall not use any name, word or phrase which indicates or implies that it is a subdivision or enterprise of the Tribe.

**Section 70 Registered Agent (600 AKNTC § 600-70)**

(A) Each corporation organized pursuant to this Chapter shall maintain a registered agent on the Reservation. The office may be, but need not be, the same as its place of business.

(B) A corporation may change its registered agent by delivering a statement in writing of such change to the Tribal Secretary.

(C) A corporation's registered agent is the corporation's agent for service of process, notice, or demand required or permitted by law to be served on the corporation. If the corporation fails to appoint or maintain an agent, then service may be made upon the Tribal Secretary who shall record receipt of service and forward it by registered mail to the last address of record of the corporation's principal office. The Secretary's record of service and mailing to the corporation shall be evidence of service.

**Section 80 Liability of Shareholders or Members (600 AKNTC § 600-80)**

(A) A holder of shares of a corporation shall be under no obligation to the corporation or its creditors with respect to the shares other than the obligation to pay to the corporation the full consideration for which the shares were issued.

(B) The Tribe shall be under no obligation to a Tribal Government Corporation or the creditors of any Tribal Government Corporation which the Tribe incorporates, and the Tribe shall not be deemed to have waived any of the Tribe's privileges or immunities, including its sovereign immunity, if the Tribe incorporates a Tribal Government Corporation.

**Section 90 Jurisdiction (600 AKNTC § 600-90)**

(A) All corporations formed pursuant to this Chapter and all directors, officers, shareholders, and members of such corporations shall be subject to the civil, regulatory, and adjudicative jurisdiction of Tribe for all actions which arise out of the acts, omission or participation of such persons in connection with the affairs of such corporations.

(B) Any corporation established pursuant to this Chapter, its directors, officers, shareholders, or members shall be bound by all applicable laws of the Tribe and of the federal government.

Section 100 Filing, Service and Copying Fees (600 AKNTC § 600100)

The Tribal Secretary shall collect the following fees when documents described in this section are delivered to her for filing or issuance:

(A) Application for incorporation and proposed articles of incorporation: $50;

(B) Application for an amendment to the articles of incorporation: $25;
(C) Application for registered name: $10;
(D) Statement of change of name or address of registered agent: $10;
(E) Articles of merger or share exchange: $100;
(F) Articles of dissolution: $25;
(G) Articles of domestication: $100;
(H) Articles of revocation of dissolution: $25;
(I) Application of authority to transact business: $100;
(J) Annual Report: $45
(K) Certified copy of any document, instrument report or other paper relating to a corporation: $25;
(L) Certificate as to the status of a corporation: $10.

**Section 110 Records (600 AKNTC § 600-110)**

(A) A corporation shall keep as permanent records minutes of all meetings of its shareholders, members, and board of directors, a record of all actions taken by the shareholders, members or board of directors without a meeting, and a record of all actions taken by a committee of the board of directors in place of the board of directors on behalf of the corporation.
(1) For Tribal Government Corporations, a copy of all meeting minutes shall be filed with the Tribal Secretary's office within 30 days of the meeting.
(B) A corporation shall maintain appropriate accounting records. (C) A corporation or its agent shall maintain a record of its shareholders or members, in a form that permits preparation of a list of the names and addresses of all shareholders or members, in alphabetical order by class of shares showing the number and class of shares held by each.
(D) Each corporation shall keep at its registered office the following records:
(1) its articles of incorporation and all amendments to them currently in effect:
(2) its bylaws and all amendments to them currently in effect; (3) resolutions adopted by its board of directors creating on or more classes or series of shares, and fixing their relative rights, preferences, and limitations, if shares issued pursuant to those resolutions are outstanding;
(4) the minutes of shareholders' or members' meetings, and records of all action taken by shareholders or members without a meeting, for the past three years.
(5) all written communications to shareholders or members generally within the past three years, including the financial statements furnished for the past three years.
(6) a list of the names and addresses of its current directors and officers; and
(7) it most recent annual report delivered to the Tribal Secretary.
(E) All relevant records may be inspected by shareholders or members, their agents or attorneys for any purpose at any reasonable time.
(1) The Support Council reserves the right to inspect a Government Corporation's books and records of accounts and reserves the right to perform audits to ensure compliance with applicable law. The Internal Audit Department may conduct such inspections and audits to ensure compliance with applicable law.
(F) Any corporation receiving grants, contracts, use of tribal property, or other benefits derived through or by the Tribe shall file with the Tribal Secretary quarterly financial statements and narratives of their actions and accomplishments of stated objectives and goals.
(G) A corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
(H) Each corporation shall file with the Tribal Secretary an annual report that sets forth:

(1) the name of the corporation and the jurisdiction under which is its incorporated;
(2) the address of its registered office and the name of its registered agent at that office; (3) the address of its principal office;
(4) the names and addresses of its directors and principal officers;
(5) a brief description of the nature of its business;
(6) the total number of authorized shares, itemized by class and series, if any, within each class;
(7) the total number of issued and outstanding shares, itemized by class and series, if any, within each class.
(I) Each annual report shall be filed with the Tribal Secretary's office between January 1 and April 1 of the year following the calendar year in which the corporation was incorporated. Subsequent annual reports must be delivered to the Tribal Secretary between January 1 and April 1 of the following calendar years.
(1) Each corporation, foreign or domestic, that fails or refuses to file its annual report for any year within the time prescribed by this Chapter shall be subject to a penalty of $50.00, to be assessed by the Tribal Secretary.
(J) All certificates issued by the Tribal Secretary in accordance with the provisions of this Chapter and all copies of documents filed in his or her office in accordance with the provisions of this Chapter, when certified by him or her, shall be taken and received in all Courts, public offices, and official bodies as prima facie evidence of the facts therein stated. A certificate by the Tribal Secretary under the seal of his or her office, as to the existence or non-existence of the facts relating to corporations which would not appear from a certified copy of any of the foregoing documents or certificates shall be taken and received in all courts, public offices and official bodies as prima facie evidence of the existence or nonexistence of the facts therein stated.

**Section 120 Unauthorized Assumption of Corporate Powers (600 AKNTC § 600-120)**

All persons who assume to act as a corporation without authority to do so shall be jointly and severally liable for all debts and liabilities incurred or arising as a result thereof.

**SUBCHAPTER B FOR PROFIT CORPORATIONS**

**Section 130 Organization and Powers (600 AKNTC § 600-130)**

(A) Corporations may be organized under this Ordinance for any lawful purpose.
(B) General Powers. Unless its articles of incorporation provide otherwise, every corporation shall have the following powers:
(1) To exist perpetually.
(2) To sue and be sued and to complain or defend in its corporate name, except that the extent of the corporation's liability shall be limited to the assets of the corporation and shall be subject to the limitations contained in Section 70 of this Ordinance.
(3) To have a corporate seal, which may be altered at will, and to use it or a facsimile of it by impressing or affixing it or in any manner reproduce it.
(4) To purchase, receive, lease, or otherwise acquire, and own, hold, improve, use, and otherwise deal with real or personal property, or any interest in property wherever located.
(5) To sell, convey, mortgage, pledge, lease, exchange, and otherwise dispose of all or any part of its property.
(6) To purchase, receive, subscribe for, or otherwise acquires, own, hold, vote, use, sell, mortgage, lend, pledge, or otherwise dispose of and deal in and with shares or other interests in or obligations of any other entity.

(7) To make contracts and incur liabilities, borrow money, issue notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of any of its property, franchises, and income.
(8) To lend money, invest its funds, and receive and hold real and personal property as security for repayment.
(9) To be a promoter, partner, member, associate, or manager of any partnership, joint venture, trust, or other entity.
(10) To conduct its business, locate offices, and exercise the powers granted by this Ordinance within or without the
Reservation.
(11) To elect or appoint officers and agents of the corporation, define their duties and fix their compensation.
(12) To pay pensions and establish pension plans, trusts, profit sharing plans, share bonus plans, and benefit or incentive plans for any or all its current or former directors, officers, and employees.
(13) To indemnify any director or officer against their expenses incurred in connection with the defense of any action suit or proceeding in which they are a party by reason of their service with the corporation, except in cases where the director or officer is adjudged liable for negligence or misconduct in the performance of duty.
(14) To make and amend bylaws, not inconsistent with its articles of incorporation or with the laws of the Tribe, for managing the business and regulating the affairs of the corporation.
(15) To make donations for the public welfare or for charitable, scientific, or educational purposes.
(16) To transact any lawful business that will aid governmental policy.
(17) To have and exercise all powers necessary or convenient to affect its purposes.

**Section 140 Ultra Vires (600 AKNTC § 600-140)**

(A) Except as provided in paragraph (B), below, the validity of corporate action may not be challenged on the ground that the corporation lacks or lacked power to act.
(B) A corporation's power to act may be challenged in a proceeding before the Tribal Court by any of the following:
(1) Ten percent of the shareholders or a director against the corporation to enjoin the act.
(2) The corporation, directly, derivatively, or through a receiver, trustee, or other legal representative, against an incumbent or former director, officer, employee, or agent of the corporation to enjoin the act.
(3) The Office of the Vice-Sagamoor, as provided in this Chapter, to dissolve the corporation or to enjoin the corporation from performing unauthorized acts.

**Section 150 Incorporation (600 AKNTC § 600-150)**

Any member of the Tribe over the age of 18 may act as the incorporator of a corporation by delivering articles of incorporation to the Tribal Secretary for filing.

**Section 160 Articles of Incorporation (600 AKNTC § 600-160)**

(A) The articles of incorporation shall set forth the following:
(1) The name of the corporation.
(2) The period of existence, which may be perpetual.
(3) The purpose for which the corporation is organized, which may include the transaction of any lawful business for which corporations may be incorporated under this ordinance. (4) Any provision not inconsistent with law which the incorporators elect to set forth in the Article of Incorporation for the regulation of the internal affairs of the corporation, including any provision

restricting the transfer of shares and any provision which under this ordinance is required or permitted to be set forth in the bylaws.
(5) The address of its initial registered office and the name of its initial registered agent at such address.
(6) The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors.
(7) The name and address of each incorporator.
(8) If a corporation is authorized pursuant to its articles of incorporation to create and issue shares of stock, the articles of incorporation shall also set forth the following: (a) The number of shares which the corporation shall have authority to issue and a description of their classes if any, and par value if any.
(b) If the shares are to be divided into classes, the designation of each class and a statement of the preferences, limitations, and relative rights in respect of the shares of each class.
(c) If the corporation is to issue the shares of any preferred or special class in series, then the designation of each series and a statement of the variations in the relative rights and preferences between series and a statement of the authority of the board of directors to designate such rights and preferences over time.
(d) If any preemptive right is to be granted to shareholders, the provisions therefore.
(9) For a Tribal Government Corporation, the dividend distribution policy.
(B) It shall not be necessary to set forth in the articles of incorporation any of the corporate powers enumerated in this ordinance. Whenever a provision of the articles of incorporation is inconsistent with the bylaws, the articles shall be controlling.
(C) The Support Council must approve, by majority vote, the articles of incorporation for any Tribal Government Corporation.

**Section 170 Filing of Articles of Incorporation (600 AKNTC § 600-170)**

(A) Duplicate originals of the articles of incorporation shall be delivered to the Tribal Secretary. If the Tribal Secretary finds that the articles of incorporation conform to tribal law, the Secretary shall:
(1) Endorse on each duplicate originals the word “filed” and the month, day, and year of the filing thereof.
(2) Register and maintain one duplicate original in the
Secretary’s Office.
(3) Issue a Certificate of Incorporation to which the Secretary shall affix the other duplicate original and return to the incorporators.
(B) The Tribal Secretary’s issuance of a Certificate of Incorporation and registering of the same is conclusive proof that all conditions precedent to incorporation has been satisfied.

**Section 180 Effect of Issuance of Certificate of Incorporation (600 AKNTC § 600-180)**

Unless a delayed effective date is specified, the corporate existence begins when the Certificate of Incorporation is registered.

**Section 190 Organization of Corporation (600 AKNTC § 600-190)**

After the articles of incorporation have been registered by the Tribal Secretary, the initial Directors shall hold an organization meeting. The meeting shall be called by its incorporator(s) or a majority of the named directors. The purpose of the meeting is to complete the corporation’s organization by selecting officers of the board of directors, appointing officers of the corporation, adopting bylaws, and carrying on any business brought before the meeting.

**Section 200 Bylaws (600 AKNTC § 600-200)**

(A) The bylaws of a corporation may contain any provision for managing the business and regulating the affairs of the corporation that is not inconsistent with tribal law or the articles of incorporation.
(B) The initial by-laws of a corporation shall be adopted by its Board of Directors. The power to alter, amend, or repeal the bylaws or adopt new by-laws shall be vested in the Board of Directors unless otherwise provided in the articles of
incorporation or the by-laws;

**Section 210 Shares, Earnings and Ownership (600 AKNTC § 600-210)**

(A) Tribal Government Corporations.
(1) A Tribal Government Corporation wholly owned by the Tribe shall not be required to issue shares for the purposes of delineating ownership in the corporation.
(2) The Support Council, as shareholder representatives, shall exercise the powers authorized for shareholders under this Ordinance for Tribal Government Corporations whether or not shares are authorized.
(3) The Tribe's share of a Tribal Government Corporation's net earnings may be distributed to the Tribe as dividends, as defined in the articles of incorporation. The net earnings shall be the sum remaining after provisions have been made for payment of all debts, operating expenses, payment of amortized indebtedness, depreciation, contingencies and such costs as are necessary for managing and conducting business of the corporation.
(B) Authorized Shares.
(1) Each corporation shall have the power to create and issue the number of shares stated in its articles of incorporation. Shares may be divided into one or more classes, any or all of which may consist of shares with or without par value, and with the designation, preferences, limitations, and relative rights stated in the articles of incorporation. The articles of incorporation may limit or deny voting rights or provide special voting rights for the shares of any class to the extent not inconsistent with the provisions of this Ordinance.
(2) Without limiting the authority herein contained, a corporation whose articles of incorporation permits may issue shares of preferred or special classes that:
(a) Subject to the right of the corporation to redeem the shares at the price fixed by the articles of incorporation. (b) Entitle the holders to cumulative, non-cumulative, or partially cumulative dividends.
(c) Have preference over any other class of shares as to the payment of dividends.
(d) Have preference in the assets of the corporation over any other class of shares upon the liquidation of the corporation. (e) Convertible into shares of any other class or series, except a class having prior or superior rights and preferences as to dividends or distribution of assets upon liquidation. Shares without par value shall not be converted into shares with par value unless that part of the stated capital of the corporation represented by such values without par value is, at the time of conversion, at least equal to the aggregate par value of the shares into which the shares without par value are to be converted or the amount of any such deficiency is transferred from surplus to stated capital.
(C) Consideration for the issuance of shares may be paid, in whole or in part, in cash, in other property, tangible or intangible, or in labor or services actually performed for the corporation. Neither promissory notes nor future services shall constitute payment.
(D) The shares of a corporation shall be represented by certificates signed by the President or the Vice President and the Secretary of the corporation. (E) Distribution to Shareholders.

(1) The board of directors may authorize and the corporation may make distributions to its shareholders subject to restriction by the articles of incorporation and the limitation in subsection (E)(3).
(2) If the board of directors does not fix the record date for determining shareholders entitled to a distribution (other than one involving a purchase, redemption, or other acquisition of the corporation's shares), it is the date the board of directors authorizes the distribution.
(3) No distribution may be made if, after giving it effect: (a) the corporation would not be able to pay its debts as they become due in the usual course of business; or
(b) the corporation's total assets would be less than the sum of its total liabilities plus (unless the articles of incorporation permit otherwise) the amount that would be needed, if the corporation were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of shareholders whose preferential rights are superior to those receiving the distribution.
(4) The board of directors may base a determination that a distribution is not prohibited under subsection (E)(3) either on financial statements prepared on the basis of accounting practices and principles that are reasonable under the circumstances or on a fair valuation or other method that is reasonable under the circumstances.
(5) Except as provided in subsection (E)(7), the effect of a distribution under subsection (E)(3) is measured:
(a) in the case of distribution by purchase, redemption, or other acquisition of the corporation's shares, as of the earlier of
(i) the date money or other property is transferred or debt incurred by the corporation; or
(ii) the date the shareholder ceases to be a shareholder with respect to the acquired shares;
(b) in the case of any other distribution of indebtedness, as of the date the indebtedness is distributed;
(c) in all other cases, as of:
(i) the date the distribution is authorized if the payment occurs within 120 days after the date of authorization; or (ii) the date the payment is made if it occurs more than 120 days after the date of authorization.
(6) A corporation's indebtedness to a shareholder incurred by reason of a distribution made in accordance with this subsection is at parity with the corporation's indebtedness to its general, unsecured creditors except to the extent subordinated by agreement.
(7) Indebtedness of a corporation, including indebtedness issued as a distribution, is not considered a liability for purposes of determinations under subsection (E)(3) if its terms provide that payment of principal and interest are made only if and to the extent that payment of a distribution to shareholders could then be made under this subsection. If the indebtedness is issued as a distribution, the effect of which is measured on the date the payment is actually made.

**Section 220 Shareholders Meetings (600 AKNTC § 600-220)**

(A) A corporation shall hold a meeting of shareholders annually in accordance with the bylaws. Annual meetings may be held on the Reservation. The failure to hold an annual meeting does not affect the validity of any corporate action.
(1) For Tribal Government Corporations, all shareholder meetings must be held on the Reservation.
(B) A corporation may hold a special meeting of shareholders at the call of its board of directors or at the request of 10% of the shareholders entitled to vote.
(C) Unless the articles of incorporation or bylaws provide otherwise, action required to be taken at a shareholders meeting may be taken without a meeting if the action is taken by all the shareholders entitled to vote. Such action must be evidenced in writing, signed by each shareholder

and delivered to the corporation for inclusion in the minutes and records. (D) For a Tribal Government Corporation, the Support Council shall vote the Tribe's shares at the annual meeting.

**Section 230 Notice of Shareholders Meetings (600 AKNTC § 600230)**

A corporation shall notify shareholders of the date, time and place of each annual or special shareholders meeting at least ten days before the meeting. A shareholder may waive notice and a shareholder may be deemed to have waived notice if the shareholder attends the meeting unless the shareholder objects at the beginning of the meeting.

**Section 240 Voting Entitlement of Shares (600 AKNTC § 600-240)**

(A) Unless the articles of incorporation provide otherwise, each outstanding share is entitled to one vote on each matter voted on at a shareholders meeting. A shareholder may vote a share in person or by proxy provided that shareholder has appointed a proxy by signing an appointment and filed the appointment with the corporation.

(1) Except voting by proxy shall be illegal for voting the shares in a Tribal Government Corporation.

(B) For a Tribal Government Corporation, the Support Council shall vote the Tribe's shares. The Support Council shall exercise the powers authorized for shareholders.

(1) Each Council Member shall have the right to vote that number of shares which is equal to a fraction of the total shares owned by the Tribe. The fraction is calculated by dividing the total number of shares owned by the Tribe by the number of Council Members holding such office at the date on which the vote is taken. Where no shares are issued by the Tribal Government Corporation, each Council Member shall be entitled to one vote. (2) Such Council Member voting rights shall be enjoyed for as long as such Council Member remains a duly elected member of the Support Council.

(3) In voting the shares of a corporation wholly owned by the Tribe, Council Members are acting not in a personal capacity, but in a representative capacity on behalf of the Tribe itself.

(D) Voting Trusts and Agreements.

(1) One or more shareholders may create a voting trust, conferring on a trustee the right to vote or otherwise act for them, by signing an agreement setting out the trust's provisions and transferring the shares to the trustee. When a voting trust agreement is signed, the trustee shall deliver to the corporation the names and address of all owners of beneficial interests in the trust, together with the number and class of shares transferred to the trust.

(2) Two or more shareholders may also provide for the manner in which they will vote their shares by signing an agreement for that purpose.

**Section 250 Shareholder Management Functions; Tribal Government Corporations (600 AKNTC § 600-250)**

(A) Shareholders of Tribal Government Corporations shall have limited management functions, can intrude on the managerial discretion of the board of directors only to a limited extent, and can control such extraordinary matters as are beyond the scope of ordinary management.

(B) Shareholder control will take the form of voting at shareholder meetings or giving written consents with respect to:

(1) election and removal of directors;

(2) adoption, amendment, and repeal of bylaws in accordance with
Section 140(B);

(3) shareholder resolutions, including ratification of actions of the board of directors; and

(4) extraordinary corporate matters, including, but not limited to, amendments of the articles of incorporation, sale or lease of assets not in the regular course of business, merger, consolidation, and dissolution.

**Section 260 Board of Directors (600 AKNTC § 600-260)**

(A) The business and affairs of the corporation shall be managed by a board of directors, subject to any limitations set forth in the articles of incorporation. The articles of incorporation or bylaws may prescribe qualifications for directors. A director need not be a member of the Tribe unless the articles of incorporation or bylaws so prescribe.

(B) Tribal Government Corporations and any corporation receiving grants, program contracts, use of tribal property, or other benefits derived through or by the Tribe, shall have no members of the same immediate family on the board of directors. Immediate family shall include grandparents, parents, children, brothers and sisters, and grandchildren of the family.

**Section 270 Number and Election (600 AKNTC § 600-270)**

(A) A board of directors must consist of one or more individuals with the number established in the articles of incorporation or bylaws.

(1) Tribal Government Corporations wholly owned by the Tribe shall have at least five directors, the majority of whom must be tribal members. No member of Support Council can be a director.

(B) For a Tribal Government Corporation, the articles of incorporation or bylaws may provide that the Support Council may appoint the directors. The articles of incorporation or bylaws may also provide that the Support Council may vote the Tribe's shares to elect the directors.

(C) If the articles of incorporation authorize dividing the shares into classes, the articles may also authorize the election of directors by the holders of authorized classes of shares.

(D) Initial directors shall be named in the articles of incorporation and thereafter directors shall be elected at the annual shareholders' meeting.

(1) The Support Council shall appoint the initial organizing directors for Tribal Government Corporations.

(E) The terms of the initial directors expire at the first shareholders' meeting at which directors are elected. The terms of all subsequent directors expire at the next annual meeting following their election unless the articles of incorporation or bylaws provide for staggered terms. Directors appointed to fill a vacancy shall serve until the next shareholders' meeting at which directors are elected. Despite expiration of a director's term, a director continues to serve until the successor is elected and qualifies or until the board size is decreased.

(F) A director may resign at any time by delivering written notice to the board of directors or its chairman.

**Section 280 Removal of Directors (600 AKNTC § 600-280)**

(A) The shareholders may remove one or more directors with or without cause unless the articles of incorporation provide that directors may be removed only with cause.

(B) The Support Council may remove, with or without cause, any director it has elected by a majority vote for removal unless the articles of incorporation provide that directors may be removed only for cause.

(C) If a director is elected by a class of shareholders, the shareholders of that voting group may participate in the vote to remove the director.

(D) A director may be removed only at a meeting called for the purpose of removing the director(s) and the meeting notice must state that the purpose or one of the purposes, of the meeting is removal of the director.

(E) Unless the articles of incorporation provide otherwise, a vacancy on the board may be filled by the board of directors, though less than a quorum.
(F) Unless the articles of incorporation or bylaws provide otherwise, the board of directors may fix the compensation of directors.

**Section 290 Board of Directors Meetings (600 AKNTC § 600-290)**

(A) The board of directors may hold regular or special meetings, which may be held on the Reservation.
(1) For Tribal Government Corporations, all meetings must be held on the Reservation.
(B) Unless the articles of incorporation or bylaws provide otherwise, the board may permit any or all directors to conduct or participate in a meeting through the use of any means of communication by which all directors may simultaneously hear each other during the meeting. A director so participating is deemed present.

**Section 300 Notice (600 AKNTC § 600-300)**

(A) Unless the articles of incorporation or bylaws provide otherwise, regular meetings of the board may be held without notice of the date, time, place, or purpose of the meeting. (B) Unless the articles of incorporation or bylaws provide for a different period, special meetings of the board must be preceded by at least seven days notice of the date, time, and place of the meeting.
(C) A director may waive any required notice, and a director's attendance at participation in a meeting waives any required notice unless the director objects at the meeting's beginning and does not vote thereafter on actions at the meeting. Section 310 Quorum and Voting (600 AKNTC § 600-310) (A) Unless the articles of incorporation or bylaws provide otherwise, a quorum consists of a majority of the number of directors, provided that in no event shall a quorum consist of fewer that one-third the number of directors.
(B) If a quorum is present when a vote is taken, the affirmative vote of a majority of directors present is the act of the board of directors unless the articles of incorporation or bylaws require the vote of a greater number.
(C) Unless the articles of incorporation or bylaws provide otherwise, action by the board of directors may be taken without a meeting if all members take the action. Such action must be evidenced in writing, signed by each director, and included in the minutes or filed with the corporate records.

**Section 320 Committees (600 AKNTC § 600-320)**

(A) The board of directors may create one or more committees and appoint members of the board of directors to serve on them. Each committee must have two or more directors who serve at the pleasure of the board of directors.
(B) Each committee, to the extent provided by the board of directors or in the articles of incorporation or in the bylaws, may exercise the authority of the board of directors
Section 330 Conflicting Interest Transactions (600 AKNTC § 600330)
(A) A conflict of interest transaction is a transaction with the corporation in which a director of the corporation has a direct interest. A conflict of interest transaction is not voidable by the corporation solely because of the director's interest in the transaction if any of the following is true:
(1) The material facts of the transaction and the director's interest were disclosed or known to a majority of the board of directors or a committee of the board of directors, excluding the interested director or directors, and a majority of the board of directors or committee authorized, approved, or ratified the transaction.
(2) The material facts of the transaction and the director's interests were disclosed or known to the shareholders entitled to vote and they authorized, approved, or ratified the transaction.

(3) The transaction was fair to the corporation.

(B) A corporation may not lend money to, nor guarantee the obligation of, a director of the corporation unless the loan or guarantee benefits the corporation and either the shareholders or the board of directors approves the loan or guarantee.

(1) A Tribal Government Corporation may not lend money to, or guarantee the personal obligation of, any director, officer or employee of the corporation under any circumstances.

**Section 340 Officers (600 AKNTC § 600-340)**

(A) The board of directors shall elect a chairman and a secretary.

(B) The officers of the corporation shall consist of a president, vice president, secretary, treasurer, and such other officers which are described in the bylaws or are appointed by the board of directors in accordance with the bylaws. The bylaws or the board of directors shall delegate to one of the officers responsibility for preparing minutes of the directors and shareholder meetings and for authenticating records of the corporation.

(C) Each officer has the authority and shall perform the duties set forth in the bylaws or, to the extent consistent with the bylaws, the duties prescribed by the board of directors. The same person may simultaneously hold more than one office in the corporation.

(D) Any officer may resign at any time by delivering notice to the corporation. A board of directors may remove any officer at any time with or without cause.

(E) The appointment of an officer does not itself create contract rights nor does the resignation or removal of an officer affect the contract rights, if any, of the officer or corporation.

**Section 350 General Standards of Conduct for Directors and Officers (600 AKNTC § 600-350)**

(A) Directors and officers shall discharge their duties in good faith with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner they reasonably believe to be in the best interests of the corporation.

(B) In discharging their duties, directors and officers are entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one or more of the following: (1) One or more officers or employees of the corporation whom they reasonably believe to be reliable and competent in the matters presented.

(2) Legal counsel, public accountants, or other persons as to matters they reasonably believe are within the person's professional or expert competence.

(3) A committee of the board of directors if they reasonably believe the committee merits confidence.

(C) Directors and officers are not liable for any action taken in their corporate capacity, or any failure to take any action, if they performed their duties of office in compliance with this Section.

**Section 360 Indemnification (600 AKNTC § 600-360)**

(A) In this section:

(1) "Corporation" includes any entity of a corporation in a merger or other transaction in which the predecessor's existence ceased upon consummation of the transaction.

(2) "Expenses" include legal counsel fees.

(3) "Liability" means the obligation to pay a judgment, settlement, penalty, fine (including an excise tax assessed with respect to an employee benefit plan), or reasonable expenses incurred with respect to a proceeding.

(4) "Official capacity" means: (i) when used with respect to a director, the office of director in a corporation; and (ii) when used with respect to an individual other than a director, as

contemplated in section (s)(5), the office in a corporation held by the officer or the employment or agency relationship undertaken by the employee or agent on behalf of the corporation. “Official capacity” does not include service for any other corporation or any partnership, joint venture, trust, employee benefit plan, or other enterprise.

(5) “Party” includes an individual who was, is, or is threatened to be named defendant or respondent in a proceeding.

(6) “Proceeding” means any threatened, pending, or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal. (7) “Tribe” means the Al’Maurii Khan Tribe. All actions to be taken on behalf of the Tribe under this Ordinance shall be taken solely by and through its Support Council, except as otherwise specified.

(B) Authority to Indemnify

(1) Except as provided in subsection (4) below, a corporation may indemnify an individual who is made a party to a proceeding because of conduct by the individual while he or she is or was a director against liability for reasonable expenses of litigation, including, but not limited to costs, any judgment, and other reasonable costs of defense, incurred in the proceeding if:

(a) he or she conducted himself or herself in good faith; and

(b) he or she reasonably believed:

(i) in the case of conduct in his or her official capacity with the corporation, that his or her conduct was in the corporation’s best interests; and

(ii) in all other cases, that his or her conduct was at least not opposed to the corporation’s best interests; and

(c) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful. (2) A director’s conduct with respect to an employee benefit plan for a purpose he or she reasonably believed to be in the interests of the participants in and beneficiaries of the plan is conduct that satisfies the requirement of Section 360(B)(1)(b)(ii).

(3) The termination of a proceeding by judgment, order, settlement, conviction or upon a plea of no contest or its equivalent is not, of itself, determinative that the director did not meet the standard of conduct described in this section.

(4) Notwithstanding the above, a corporation may not indemnify a director under this section:

(a) in connection with a proceeding by or in the right of the corporation in which the director was adjudged liable to the corporation; or

(b) in connection with any other proceeding charging improper personal benefit to him or her, whether or not involving action in his or her official capacity, in which he or she was adjudged liable on the basis that personal benefit was improperly received by him or her.

(c) if the director has been expressly excluded from coverage under any corporate or Tribal insurance policy which would otherwise cover costs and expenses incurred defending the claim or proceeding.

(C) Advance for Expenses.

(1) A corporation may pay for or reimburse the reasonable expenses incurred by a director who is a party to a proceeding in advance of final disposition of the proceeding if:

(a) the director furnishes the corporation a written affirmation of his or her good faith belief that he or she has met the standard of conduct described in Section 360(B); (b) the director furnishes the corporation a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

(c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Section.

(2) The undertaking required in subsection (C)(1)(b) must be an unlimited general obligation of the director but need not be secured and may be accepted without reference to financial ability to made repayment.
(3) Determinations and authorizations of payments under this section shall be made in the manner specified in subsection (D).
(D) Determination and Authorization of Indemnification.
(1) A corporation may not indemnify a director under subsection (B) unless authorized in the specific case after a determination has been made that indemnification of the director is permissible in the circumstances because he has met the standard of conduct set forth in subsection (B).
(2) The determination shall be made:
(a) by the board of directors by majority vote of a quorum consisting of directors not at the time parties to the proceeding;
(b) if a quorum cannot be obtained under (a) above, by majority vote of a committee duly designated by the board of directors
(in which designation directors who are parties may participate), consisting solely of two or more directors not at the time parties to the proceeding; or
(c) by the shareholder.
(3) Authorization of indemnification and evaluation as to reasonableness of expenses shall be made in the same manner as the determination that indemnification is permissible. (E) Indemnification of Officers, Employees and Agents. Unless a corporations charter or articles of incorporation provide otherwise:
(1) the corporation may indemnify and advance expenses under this section to an officer, employee or agent of the corporation who is not a director to the same extent as to a director; and (2) a corporation may also indemnify and advance expenses to an officer, employee, or agent who is not a director to the extent, consistent with public policy, that may be provided by the charter, articles of incorporation, bylaws, general or specific action of its board of directors or a contract approved by the board of directors.
(F) Limitation on Indemnification
(1) If the charter or articles of incorporation limit indemnification or advance for expenses; indemnification and advance for expenses are valid only to the extent consistent with the charter or articles.
(2) This section does not limit a corporation's power to pay or reimburse expenses incurred by a director in connection with his appearance as a witness in a proceeding at a time when he has not been named a defendant or respondent to the proceeding.

**Section 370 Insurance (600 AKNTC § 600-370)**

A corporation may purchase and maintain insurance on behalf of an individual who is or was a director, officer, employee or agent of the corporation or who while a director, officer, employee or agent of the corporation, is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust, employee benefit plan, or other enterprise, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as director, officer, employee or agent, whether or not the corporation would have the power to indemnify him or her against the same liability under Section 200.

**Section 380 Amending Articles of Incorporation (600 AKNTC § 600380)**

(A) A corporation may amend its articles of incorporation by submitting executed articles of amendment to the Tribal Secretary. The articles of amendment shall be approved by the corporation's shareholders and executed by its president or vice president and its secretary.

(1) For Tribal Government Corporations, Support Council must approve the amendments by a majority vote.
(B) Duplicate originals of the executed articles of amendment shall be delivered to the Tribal Secretary. If the Secretary determines that the articles of amendment conform to tribal law, the Secretary shall:
(1) Endorse on each duplicate original the word "files" and the month, day, and year of such filing thereof.
(2) Register and maintain one such duplicate original in the
Secretary's Office.
(3) Issue a certificate of amendment to which the Secretary shall affix the other duplicate original and return to the corporation.
(C) Upon the issuance of the certificate of amendment by the Secretary, the amendment shall become effective and is conclusive proof that all conditions precedent for amendment of the articles of incorporation have been satisfied.
(1) No amendment shall affect any existing cause of action in favor of or against such corporation, or any pending suit to which such corporation shall be a party, or existing rights of persons other than members; and, in the event the corporate name shall be changed by amendment, no suit brought by or against such corporation under its former name shall abate for that reason.

**Section 390 Merger (600 AKNTC § 600-390)**

(A) One or more corporations chartered under this Ordinance may merge into another corporation if the board of directors of each corporation adopts and its shareholder, if required by subsection (C), approves a plan of merger.
(B) The plan of merger must set forth:
(1) the name of each corporation planning to merge and the name of the surviving corporation into which each other corporation plans to merge;
(2) the terms and conditions of the merger; and
(3) the manner and basis of converting the shares of each corporation into shares, obligations, or other securities of the surviving or any other corporation or into cash or other property in whose or part.
(C) The plan of merger may set forth:
(1) amendments to the articles of incorporation of the surviving corporation; and
(2) other provisions relating to the merger.

**Section 400 Share Exchange (600 AKNTC § 600-400)**

(A) A corporation chartered under this ordinance may acquire all of the outstanding shares of another corporation chartered under this Ordinance if the board of directors of each corporation adopts and its shareholder, if required by subsection (C), approves the exchange.
(B) The plan of exchange must set forth:
(1) the name of the corporation whose shares will be acquired and the name of the acquiring corporation;
(2) the terms and conditions of the exchange;
(3) the manner and basis of exchanging the shares to be acquired for shares, obligations, or other securities of the acquiring or any other corporation or for cash or other property in whole or part.
(C) The plan of exchange may set forth other provisions relating to the exchange.
(D) This section does not limit the power of a corporation to acquire the shares of another corporation chartered under this Ordinance through a voluntary exchange or otherwise.

**Section 410 Action on Plan of Merger or Share Exchange (600 AKNTC § 600-410)**

(A) After adopting a plan of merger or share exchange, the board of directors of each corporation party to the merger, and the board of directors of the corporation whose shares will be acquired in the share exchange, shall submit the plan of merger or share exchange for approval by its shareholders.
(B) For a plan of merger or share exchange to be approved:
(1) the board of directors must recommend the plan of merger or share exchange to the shareholders, unless the board of directors determines that because of conflict of interest or other special circumstances it should make no recommendation and communicates the basis for its determination to the shareholders with the plan; and
(2) the shareholders must approve the plan.
(C) The board of directors may condition its submission of the proposed merger or share exchange on any basis.
(D) The corporation shall notify the shareholders of the proposed shareholders' meeting in accordance with section 230.
The notice must also state that the purpose or one of the purposes, of the meeting is to consider the plan of merger or share exchange and contain or be accompanied by a copy or summary of the plan.

**Section 420 Merger of Subsidiary (600 AKNTC § 600-420)**

(A) A parent corporation of a subsidiary corporation may merge the subsidiary into itself without approval of the shareholders. (B) The board of directors of the parent shall adopt a plan of merger that sets forth:
(1) the name of the parent and subsidiary; and
(2) the manner and basis of converting the shares of the subsidiary into shared, obligations or other securities of the parent or any other corporation chartered under this Ordinance or into cash or other property in whole or part. (C) Articles of merger under this section may not contain amendments to the articles of incorporation of the parent corporation (except for amendments enumerated in subsection (A)).

**Section 430 Articles of Merger or Share Exchange (600 AKNTC § 600-430)**

After a plan of merger or share exchange is approved by the shareholder, or adopted by the board of directors if shareholder approval is not required, the surviving or acquiring corporation shall deliver to the Tribal Secretary for filing articles of merger or share exchange setting forth:
(A) the plan of merger or share exchange;
(B) if shareholder approval was not required, a statement to that effect;
(C) if approval of the shareholder of one or more corporations party to the merger or share exchange was required, the total number of votes cast for and against the plan by each shareholder and a statement that the number cast for the plan by the shareholders was sufficient for approval.

**Section 440 Effect of Merger or Share Exchange (600 AKNTC § 600-440)**

When a merger takes effect:
(A) every other corporation party to the merger merges into the surviving corporation and the separate existence of every corporation except the surviving corporation ceases; (B) the title to all real and personal property owned by each corporation party to the merger is vested in the surviving corporation without reversion or impairment;
(C) the surviving corporation has all liabilities of each corporation party to the merger;
(D) a proceeding pending against any corporation party to the merger may be continued as if the merger did not occur or the surviving corporation may be substituted in the proceeding for the corporation whose existence ceased;

(E) the articles of incorporation of the surviving corporation are amended to the extent provided in the plan of merger; and (F) the shares of each corporation party to the merger that are to be converted into shares, obligations, or other securities of the surviving or any other corporation or into cash or other property are converted and the former holders of the shares are entitled only to the rights provided in the articles of merger.

**Section 450 Sale of Assets (600 AKNTC § 600-450)**

(A) Sale of Assets in Regular Course of Business and Mortgage of Assets.

(1) A corporation may, on the terms and conditions and for the consideration determined by the board of directors: (a) sell, lease, exchange, or other wise dispose of all, or substantially all, of its property in the usual and regular course of business,

(b) mortgage, pledge, dedicate to the repayment of indebtedness (whether with or without recourse), or otherwise encumber any or all of its property whether or not in the usual and regular course of business, or

(c) transfer any or all of its property to a corporation all the shares of which are owned by the corporation.

(2) Unless the articles of incorporation require it, approval by the shareholder of a transaction described in subsection (1) above is not required.

(B) Sale of Assets Other Than in Regular Course of Business. (1) A corporation may sell, lease, exchange, or otherwise dispose of all, or substantially all, of its property (with or without the good will), otherwise than in the usual and regular course of business, on the terms and conditions and for the consideration determined by the corporation's board of directors, if the board of directors proposes and its shareholders approve the proposed transaction.

(2) For a transaction to be authorized:

(a) the board of directors must recommend the proposed transaction to the shareholders unless the board of directors determines that because of conflict of interest or other special circumstances it should make no recommendation and communicates the basis for its determination to the shareholders with the submission of the proposed transaction; and

(b) the shareholders must approve the transaction.

(3) The board of directors may condition its submission of the proposed transaction on any basis.

(4) The corporation shall notify the shareholders of the proposed shareholder meeting in accordance with Section 230. The notice must also state that the purpose or one of the purposes, of the meeting is to consider the sale, lease, exchange, or other disposition of all or substantially all, the property of the corporation and contain or be accompanied by a description of the transaction.

(5) After a sale, lease, exchange, or other disposition of property is authorized, the transaction may be abandoned without further shareholder action.

(6) A transaction that constitutes a distribution is governed by Section 160 and not by this section.

(C) Excess or Surplus Property. A Tribal Government Corporation shall notify Support Council of its intent to sell excess or surplus property and provide the Tribe with 15 days advance notice and opportunity to purchase the property to the extent practicable.

**Section 460 Voluntary Dissolution of Corporation (600 AKNTC § 600-460)**

(A) Voluntary Dissolution by Incorporators. A corporation which has not commenced business and which has not issued any shares may be voluntarily dissolved by its incorporators at any time in the following manner.
(1) Articles of dissolution shall be executed in duplicate by a majority of the incorporators, and verified by them, and shall set forth:
(a) The name of the corporation.
(b) The date of issuance of its certificate of incorporation.
(c) That none of its shares has been issued.
(d) That the corporation has not commenced business.
(e) That the amount, if any, actually paid in on subscriptions for its shares, less any part thereof disbursed for necessary expenses, has been returned to those entitled thereto.
(f) That no debts of the corporation remain unpaid.
(g) That a majority of the incorporators elect that the corporation be dissolved.
(2) Duplicate originals of the articles of dissolution shall be delivered to the Tribal Secretary.
If the Secretary finds that the articles of dissolution conform to law, the Secretary shall:
(a) Endorse on each of such duplicate originals the word "filed" and the month, day and year of the filing thereof.
(b) File one of such duplicate originals in the Secretary's
Office.
(c) Issue a certificate of dissolution to which the Secretary shall affix the other duplicate original.
(3) The certificate of dissolution, together with the duplicate original of the articles of dissolution affixed thereto by the Tribal Secretary, shall be returned to the incorporators or their representative. Upon the issuance of such certificate of dissolution by the Secretary, the existence of the corporation shall cease.
(B) Voluntary Dissolution by Consent of Shareholders.
(1) A corporation may be voluntarily dissolved by the written consent of all of its shareholders.
(a) For a Tribal Government Corporation, the Support Council shall consent for its shares, and shall consent by a two-thirds majority vote to dissolve the corporation.
(2) Upon the execution of such written consent, a statement of intent to dissolve shall be executed in duplicate by the corporation by its president or a vice president and by its secretary or an assistant secretary, and verified by one of the officers signing such statement, which statement shall set forth:
(a) The name of the corporation.
(b) The names and respective addresses of its officers.
(c) The names and respective addresses of its directors.
(d) A copy of the written consent signed by all shareholders of the corporation, or a certified copy of the resolution adopted by the Support Council.
(e) A statement that such written consent has been signed by all shareholders of the corporation or signed in their names by their attorneys thereunto duly authorized.
(C) Voluntary Dissolution by Act of Corporation. A corporation may be dissolved by the act of the corporation, when authorized in the following manner:
(1) The board of directors shall adopt a resolution recommending that the corporation be dissolved, and directing that the question of the dissolution be submitted to a vote at a meeting of shareholders, which may be either an annual or a special meeting.

(2) Written notice shall be given to each shareholder entitled to vote in the manner provided in this Ordinance for the giving of notice of meetings of shareholders, and shall state that the purpose of the meeting is to consider dissolving the corporation.
(3) At the meeting, shareholders entitled to vote shall vote on a resolution to dissolve the corporation. The resolution shall be adopted upon receiving the majority vote of the shareholders entitled to vote.
(a) For a Tribal Government Corporation, the Support Council shall consent for its shares, and shall consent by a two thirds majority vote to dissolve the corporation.
(4) Upon the adoption of the resolution, a statement of intent to dissolve shall be executed in duplicate by the corporation by its president or a vice president and by its secretary and verified by one of the officers signing such statement, and shall set forth:
(a) The names of the corporation.
(b) The names and respective addresses of its officers.
(c) The names and respective addresses of its directors.
(d) A copy of the resolution adopted by the shareholders or the Support Council authorizing the dissolution of the corporation.
(e) The number of shares outstanding, and classes if any. (f) The number of shares voted for and against the resolution, and their class, if any.

**Section 470 Filing of Statement of Intent to Dissolve; Effect of Filing (600 AKNTC § 600-470)**

(A) Duplicate originals of the statement of intent to dissolve, whether by consent of shareholders or by act of the corporation, shall be delivered to the Tribal Secretary. If the Tribal Secretary finds that such statement conforms to law, the Tribal
Secretary shall:
(1) Endorse on each of such duplicate originals the word "filed" and the month, day and year of the filing thereof.
(2) File one of such duplicate originals in the Secretary’s
Office.
(3) Return the other duplicate original to the corporation or its representative.
(B) Upon the filing with the Tribal Secretary the statement of intent to dissolve, the corporation shall cease to carry on its business, except insofar as may be necessary for the winding up thereof. Its corporate existence shall continue until a certificate of dissolution has been issued by the Tribal Secretary.

**Section 480 Procedure after Filing of Statement of Intent to Dissolve (600 AKNTC § 600-480)**

(A) After filing the statement of intent to dissolve with the
Tribal Secretary, the corporation shall:
(1) Immediately cause notice to be mailed to each known creditor of the corporation.
(2) Proceed to collect its assets, convey, and dispose of its properties as are to be distributed to its shareholders or the
Tribe as provided in this Ordinance.
(B) The assets of a corporation in the process of dissolution shall be applied and distributed as follows:
(1) All liabilities and obligations of the corporation shall be paid, satisfied, and discharged, or adequate provision shall be made therefore.
(2) Assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements.

(3) Remaining assets shall be distributed, either in cash or in kind, among its shareholders according to their respective rights and interests, unless the corporation is a Tribal Government Corporation. In that event, the remainder of its assets shall be conveyed to the Tribe according to its respective rights and interest. The Tribe shall hold the assets or their proceeds in trust for two years or until the resolution of any legal action involving the assets or proceeds. Under no circumstances shall the Support Council assume any liability not covered by the assets so held. Upon the trust's expiration, the Tribe may distribute the assets in accordance with federal and tribal law.

(4) Other assets, if any, shall be distributed in accordance with the provisions of the articles of incorporation or the bylaws to the extent that the articles of incorporation or bylaws determine the distribution rights of shareholders or provide for distribution to others.

(C) Plan of Distribution.

(1) A plan providing for the distribution of assets may be adopted by a corporation in the process of dissolution for the purpose of authorizing any transfer or conveyance of assets in the following manner:

(a) Where a corporation has issued shares of stock, the board of directors shall adopt a resolution recommending a plan of distribution and directing that the plan be submitted to a vote at a meeting of shareholders. Written notice setting forth the proposed plan of distribution shall be given to each shareholder entitled to vote as provided in this Ordinance. The plan of distribution shall be adopted upon receiving at least two-thirds of the votes entitled to be cast. If any of the shares are held by the Tribe, the Support Council shall vote the Tribe's shares. (b) For a Tribal Government Corporation, a plan of distribution shall be adopted at a meeting of the board of directors upon receiving the vote of a majority of the directors in office and must be approved by a two-thirds majority vote of the Support
Council.

(2) Any plan of distribution adopted according to paragraph (a) or (b), above, shall reflect the rights and preference of all outstanding shares.

**Section 490 Articles of Dissolution (600 AKNTC § 600-490)**

(A) When all debts, liabilities and obligations of the corporation have been paid and discharged, or adequate provision has been made therefore, and all of the remaining property and assets of the corporation have been distributed to its shareholders or the Tribe, articles of dissolution shall be executed in duplicate by the corporation by its president or a vice president and by its secretary and verified by one of the officers signing such statement, which statement shall set forth:

(1) The name of the corporation.

(2) That all debts, obligations and liabilities of the corporation have been paid and discharged or that adequate provision has been made therefore.

(3) That all remaining property and assets of the corporation have been distributed among its shareholders in accordance with their respective rights and interests.

(4) That there are not suits pending against the corporation in any court, or that adequate provision has been made for the satisfaction or any judgment, order or decree which may be entered against it in any pending suit.

(B) Duplicate originals of such articles of dissolution shall be delivered to the Tribal Secretary. If the Secretary finds that such articles of dissolution conform to tribal law, the
Secretary shall:

(1) Endorse on each of such duplicate originals the word "filed" and the month, day and year of the filing thereof.

(2) Maintain one of such duplicate originals in the Secretary's
Office.
(3) Issue a certificate of dissolution to which the Secretary shall affix the other duplicate original.
(C) The certificate of dissolution, together with the duplicate original of the articles of dissolution affixed thereto by the Secretary, shall be returned to the representative of the dissolved corporation. Upon the issuance of such certificate of dissolution the existence of the corporation shall cease, except for the purpose of suits, other proceedings and appropriate corporate action by shareholders, directors and officers. Section 500 Involuntary Dissolution (600 AKNTC § 600-500) (A) A corporation may be dissolved involuntarily by a decree of the Tribal Court in an action instituted by the Office of the Vice-Sagamoor in the name of the Al'Maurii KhanTribe, when it is made to appear to the Court that:
(1) The corporation procured its articles of incorporation through fraud.
(2) The corporation has continued to exceed or abuse the authority conferred upon it by this Chapter.
(3) The corporation has failed for 90 days to appoint and maintain a registered agent on the Reservation.
(4) The corporation has failed for 90 days after change of its registered officer or registered agent to file with the Tribal
Secretary a statement of such change.
(5) The corporation is found by the Court to be in violation of this Chapter or any other law of the Tribe.
(B) At least 30 days before any action for the involuntary dissolution of a corporation shall be filed by the Office of the Vice-Sagamoor; the Tribal Secretary shall notify the corporation by certified or registered mail addressed to such corporation at its registered office, a notice of their intention to file such suit and the reasons therefore. If, before action is filed, the corporation shall submit satisfactory evidence to rebut the conditions in subsection (A), the Office of the Vice-Sagamoor shall not file an action against such corporation for such cause. If, after an action is filed for failure to comply with subsection (A)(3) or (A)(4) and the corporation satisfies these subsections and pays the costs of such action, the action for such cause shall abate.

**SUBCHAPTER C NOT FOR PROFIT CORPORATIONS**

**Section 510 Purpose (600 AKNTC § 600-510)**

Corporations may be organized under this subchapter for any lawful purpose or purposes including, but not limited to, one or more of the following purposes: cultural; religious; educational; scientific; research; literary; musical; social; athletic; political; civil; professional; mutual or civic improvement; promotion of the Arts.

**Section 520 Applicable Provisions (600 AKNTC § 600-520)**

Any corporation organized under this subchapter shall also be subject to the provisions in Sections 10 through 110.

**Section 530 General Powers (600 AKNTC § 600-530)**

Each corporation shall have the power:
(A) To have perpetual succession by its corporate name unless a limited period of duration is stated in its articles of incorporation;
(B) To sue and be sued, complain and defend, in its corporate name;
(C) To have a corporate seal which may be altered at pleasure and to use the same by causing it, or a facsimile thereof, to be impressed of affixed in any other manner reproduced;

(D) To purchase, take, receive, lease, take by gift or bequest or otherwise acquire, own, hold, improve, use, and otherwise deal in and with, real or personal property, or any interest therein, wherever situated;
(E) To sell, convey, mortgage, pledge, lease, exchange, transfer, and otherwise dispose of all or any part of its property and assets;
(F) To lend money to and otherwise assist its employees other than its officers and directors;
(G) To purchase, take, receive, subscribe for, or otherwise acquire, own, hold, vote, use, employ, sell, mortgage, loan, pledge, or otherwise dispose of, and otherwise use and deal in and with, shares or other interests in, or obligations of, corporations, whether or not incorporated under this subchapter and whether for profit or not for profit, associations, partnerships, or individuals, or direct or indirect obligation of the United States, or of any other government, state, territory, governmental district, or municipality or of any instrumentality thereof or any tribe;
(H) To make contracts and incur liabilities, borrow money at such rates of interest as the corporation may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage or pledge of all or any of its property, franchise and income;
(I) To lend money for its corporate purposes, invest and reinvest its funds, and take and hold real and personal property as security for the payment of funds so loaned or invested; (J) To conduct its affairs, carry on its operations, hold property, and have offices and exercise the powers granted by this subchapter;
(K) To elect or appoint officers and agents of the corporation, and define their duties and fix their compensation; (L) To make and alter by-laws, not inconsistent with its articles of incorporation or with the laws, ordinances, and regulations of the Al'Maurii Khan Tribe and the United States, for the administration and regulation of the affairs of the corporation; and
(M) Unless otherwise provided in the articles of incorporation, to make donations for the public welfare or for religious, charitable, scientific research, or educational purposes, or for other purposes for which the corporation is organized.

**Section 540 Ultra Vires (600 AKNTC § 600-540)**

(A) Except as provided in paragraph (B), below, the validity of corporate action may not be challenged on the ground that the corporation lacks or lacked power to act.
(B) A corporation's power to act may be challenged in a proceeding before the Tribal Court by any of the following:
(1) Ten percent of the shareholders or a director against the corporation to enjoin the act.
(2) The corporation, directly, derivatively, or through a receiver, trustee, or other legal representative, against an incumbent or former director, officer, employee, or agent of the corporation to enjoin the act.
(3) The Office of the Vice-Sagamoor, as provided in this Chapter, to dissolve the corporation or to enjoin the corporation from performing unauthorized acts.

**Section 550 Incorporators (600 AKNTC § 600-550)**

Any member of the Tribe over the age of 18 may act as the incorporator of a corporation by signing, certifying, and delivering in duplicate to the Tribal Secretary, articles of incorporation for such corporation.

**Section 560 Articles of Incorporation (600 AKNTC § 600-560)**

(A) The articles of incorporation shall set forth the following:
(1) The name of the corporation.
(2) The period of existence, which may be perpetual.
(3) The purpose or purposes for which the corporation is organized;

(4) If the corporation is to have no members, a statement to that effect;
(5) If the corporation is to have members, any provision which the incorporators elect to set forth in the articles of incorporation stating the qualifications and rights of members and conferring, limiting, or denying the right to vote; (6) If the directors or any of them are not to be elected or appointed by members, a statement of the manner in which such directors shall be elected or appointed, or that the manner of such election or appointment of such directors shall be provided in the by-laws.
(7) Any provision not inconsistent with law which the incorporators elect to set forth in the Article of Incorporation for the regulation of the internal affairs of the corporation, including any including any provision for distribution of assets on dissolution or final liquidation and any provisions which under this subchapter is required or permitted to be set forth in the by-laws.
(8) The address of its initial registered office and the name of its initial registered agent at such address.
(9) The number of directors constituting the initial board of directors and the names and addresses of the persons who are to serve as directors.
(10) The name and address of each incorporator.
(B) It shall not be necessary to set forth in the articles of incorporation any of the corporate powers enumerated in this ordinance. Whenever a provision of the articles of incorporation is inconsistent with the bylaws, the articles shall be controlling.
(C) The Support Council must approve, by majority vote, the articles of incorporation for any Tribal Government Corporation organized under this subchapter.
(D) Unless the articles of incorporation provide that a change in the number of directors shall be made only by amendment to the articles of incorporation, a change in the number of directors made by amendment to the by-laws shall be controlling. Whenever a provision of the articles of incorporation is inconsistent with the by-law, the provision of the articles of incorporation shall be controlling.

**Section 570 Filing of Articles of Incorporation (600 AKNTC § 600-570)**

(A) Duplicate originals of the articles of incorporation shall be delivered to the Tribal Secretary. If the Tribal Secretary finds that the articles of incorporation conform to tribal law, the Secretary shall:
(1) Endorse on each duplicate originals the word “filed” and the month, day, and year of the filing thereof.
(2) Register and maintain one duplicate original in the
Secretary’s Office.
(3) Issue a Certificate of Incorporation to which the Secretary shall affix the other duplicate original and return to the incorporators.
(B) The Tribal Secretary’s issuance of a Certificate of Incorporation and registering of the same is conclusive proof that all conditions precedent to incorporation has been satisfied.

**Section 580 Effect of Issuance of Certificate of Incorporation (600 AKNTC § 600-580)**

Unless a delayed effective date is specified, the corporate existence begins when the Certificate of Incorporation is registered.

**Section 590 Organization of Corporation (600 AKNTC § 600-590)**

(A) After the articles of incorporation have been registered by the Tribal Secretary, the initial Directors shall hold an organization meeting. The meeting shall be called by its incorporator(s) or a majority of the named directors, upon at least five days notice. The purpose of the meeting is to complete the corporation’s organization by selecting officers of the board of directors, appointing

officers of the corporation, adopting bylaws, and carrying on any business brought before the meeting.
(B) A first meeting of the members may be held at the call of the directors, or a majority of them, upon at least five days notice, for such purposes as shall be stated in the notice of the meeting.

**Section 600 Bylaws (600 AKNTC § 600-600)**

(A) The bylaws of a corporation may contain any provision for managing the business and regulating the affairs of the corporation that is not inconsistent with tribal law or the articles of incorporation.
(B) The initial by-laws of a corporation shall be adopted by its Board of Directors. The power to alter, amend, or repeal the bylaws or adopt new by-laws shall be vested in the Board of Directors unless otherwise provided in the articles of incorporation or the by-laws.

**Section 610 Right to Amend Articles of Incorporation (600 AKNTC § 600-610)**

A corporation may amend its articles of incorporation, from time to time, in any and as many respects as may be desired; provided that its articles of incorporation as amended contain only such provisions as might be lawfully contained in original articles of incorporation if made at the time of making such amendment.

**Section 620 Procedure to Amend Articles of Incorporation (600 AKNTC § 600-620)**

Amendment to the articles of incorporation shall be made in the following manner:
(A) For Tribal Government Corporations, Support Council must approve the amendments by a majority vote.
(B) Where there are members having voting rights, the Board of Directors shall adopt a resolution setting forth the proposed amendment and directing that it is to be submitted to a vote at a meeting of members having voting rights, which may be either an annual or a special meeting;
(C) Written or printed notice setting forth the proposed amendment or a summary of the changes to be affected thereby shall be given to each member entitled to vote at such meeting within the time and in the manner provided in this Chapter for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary shall be included in the notice of such annual meeting;
(D) The proposed amendment shall be adopted upon receiving the affirmative vote of at least two-thirds of the votes entitled to be cast by members present or represented by proxy at such meeting;
(E) Where there are no members, or no members having voting rights, an amendment shall be adopted at a meeting of the Board of Directors upon receiving the vote of a majority of the Directors in office; and
(F) Any number of amendments may be submitted and voted upon at any one meeting.

**Section 630 Articles of Amendment (600 AKNTC § 600-630)**

The articles of amendment shall be executed in duplicate by the corporation; by its president or vice-president, and the corporate seal shall be there to affixed, attested by its secretary or an assistant secretary, and shall set forth:
(A) The name of the corporation;
(B) The amendment so adopted;
(C) Where there are members having voting rights;
(1) A statement setting forth the date of the meeting of members at which the amendment was adopted, that a quorum was present at such meeting, and that such amendment received at least twothirds of the votes entitled to be cast by members present or represented by proxy at such meeting; or

(2) A statement that such amendment was adopted by consent in writing signed by all members entitled to vote with respect thereto.
(D) Where there are no members, or no members having voting rights, a statement of such fact, the date of the meeting of the Board of Directors at which the amendment was adopted, and a statement of the fact that such amendment received the vote of a majority of the directors in office.

**Section 640 Filing of Articles of Amendment (600 AKNTC § 600640)**

(A) Duplicate originals of the executed articles of amendment shall be delivered to the Tribal Secretary. If the Secretary determines that the articles of amendment conform to tribal law, and all filing fees have been paid, the Secretary shall:
(1) Endorse on each duplicate original the word "filed" and the month, day, and year of such filing thereof.
(2) Register and maintain one such duplicate original in the
Secretary's Office.
(3) Issue a certificate of amendment to which the Secretary shall affix the other duplicate original and return to the corporation.
(B) Upon the issuance of the certificate of amendment by the Secretary, the amendment shall become effective and is conclusive proof that all conditions precedent for amendment of the articles of incorporation have been satisfied.
(1) No amendment shall affect any existing cause of action in favor of or against such corporation, or any pending suit to which such corporation shall be a party, or existing rights of persons other than members; and, in the event the corporate name shall be changed by amendment, no suit brought by or against such corporation under its former name shall abate for that reason.

**Section 650 Members (600 AKNTC § 600-650)**

(A) A corporation may have members or may have no members. If the corporation has members, the manner of election or appointment and the qualifications and rights of the members shall be set forth in the articles of incorporation or the bylaws. If the corporation has no members, that fact shall be set forth in the articles of incorporation. A corporation may issue certificates evidencing membership therein.
(B) If a Tribal Government Corporation has members, Support
Council shall represent the members.

**Section 660 Meetings of Members (600 AKNTC § 600-660)**

(A) Meetings of members may be held at such place within or without the Reservation as may be provided in the by-laws or, where not inconsistent with the by-laws, in the notice of the meeting.
(1) For Tribal Government Corporations, all member meetings must be held on the Reservation.
(B) An annual meeting of the members shall be held at such time as may be provided in the by-laws. Failure to hold the annual meeting at the designated time shall not work a forfeiture or dissolution of the corporation.
(C) Special meetings of the members may be called by the president, the secretary, the Board of Directors, or by such other officers or persons or number or proportion of members as may be provided in the articles of incorporation or the by-laws. In the absence of a provision fixing the number or proportion of members entitled to call a meeting, a special meeting of members may be called by members having at least 1/20 of the votes to the cast at such meeting.
(D) Any action required by this subchapter to be taken at a meeting of the members of a corporation, or any action which may be taken at a meeting of the members, may be taken without a meeting, if consent in writing, setting forth the action so taken, shall be signed by all of the members entitled to vote with respect to the subject matter thereof. Such consent shall have the

same force and effect as a unanimous vote, and may be stated as such in any articles or document filed with the Tribal Secretary under this Chapter.

**Section 670 Notice of Member Meetings (600 AKNTC § 600-670)**

(A) Written or printed notice stating the place, day and hour of the meeting, and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall in the absence of a provision in the by-laws specifying a different period of notice, be delivered not less than ten or more than 50 days before the date of the meeting, either personally or by mail; or at the direction of the president, or the secretary or the officers or persons calling the meeting, to each member entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his address as it appears on the records of the corporation, with postage thereon prepaid.

(B) A waiver of notice in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Presence without objection also waives notice.

**Section 680 Voting; Members (600 AKNTC § 600-680)**

(A) Members shall not be entitled to vote except as the right to vote shall be conferred by the articles of incorporation.

(B) A member may vote in person, or unless the articles of incorporation or the by-laws otherwise provide, may vote by proxy executed in writing by the member or his duly authorized attorney-in fact.

No proxy shall be valid after 11 months from the date of its execution, unless otherwise provided in the proxy. Where the articles of incorporation or the by-laws so provide, voting on all matters including the election of directors or officers where they are to be elected by the members may be conducted by mail.

(C) The articles of incorporation or the by-laws may provide that in all elections for directors every member entitled to vote shall have the right to cumulate his vote and to give one candidate a number of votes equal to his vote multiplied by the number of directors to be elected or by distributing such votes on the same principle among any number of such candidates.

(D) If a corporation has no members or if the members have no right to vote, the directors shall have the sole voting power and shall have all of the authority and may take any action herein permitted by members.

(E) Whenever, with respect to any action to be taken by the members of a corporation, the articles of incorporation requires the vote or concurrence of a greater proportion of the members, as the case may be, than required by this Chapter, with respect to such action, the provisions of the articles of incorporation shall control.

**Section 690 Quorum (600 AKNTC § 600-690)**

(A) The by-laws may provide the number or percentage of members entitled to vote represented in person or by proxy, or the number or percentage of votes represented in person or by proxy, which shall constitute a quorum at a meeting of members. In the absence of any such provisions, members having at least onetenth of the votes entitled to be cast by the members present or represented by proxy at a meeting at which a quorum is present, shall be necessary for the adoption of any matter voted upon by the members, unless a greater proportion is required by this subchapter, the articles of incorporation or the by-laws.

(B) Unless otherwise provided by the articles of incorporation or the by-laws, the members present at a duly organized meeting may continue to do business until adjournment notwithstanding the withdrawal of enough members to leave less than a quorum.

(C) If a meeting cannot be organized because a quorum has not attended, those present may adjourn the meeting from time to time until a quorum is present, when any business may be transacted that may have been transacted at the meeting as originally called.

**Section 700 Board of Directors (600 AKNTC § 600-700)**

(A) The affairs of a corporation shall be managed by a Board of Directors. Directors need not be residents of the Reservation or members of the corporation unless the articles of incorporation or the by-laws so require. The articles of incorporation or the by-laws may prescribe other qualifications for directors.

(B) Tribal Government Corporations and any corporation receiving grants, program contracts, use of tribal property, or other benefits derived through or by the Tribe, shall have no members of the same immediate family on the board of directors. Immediate family shall include grandparents, parents, children, brothers and sisters, and grandchildren of the family.

Section 710 Number, Election, Classification and Removal of

**Directors (600 AKNTC § 600-710)**

(A) The number of directors of a corporation shall be not less than three. Subject to such limitation, the number of directors shall be fixed by the by-laws, except as to the number of the first Board of Directors, which number shall be fixed by the articles of incorporation. The number of directors may be increased or decreased from time to time by amendment to the bylaws unless the articles of incorporation provide that a change in the number of directors shall be made only by amendment of the articles of incorporation. No decrease in number shall have the effect of shortening the term of any incumbent director. In the absence of a by-law fixing the number of directors, the number shall be the same as that stated in the articles of incorporation.

(1) Tribal Government Corporations shall have at least five directors, the majority of whom must be tribal members. No member of Support Council can be a director.

(B) The names and addresses of the members of the first Board of Directors shall be stated in the articles of incorporation. Such persons shall hold office until the first annual election of directors or for such period as may be specified in the articles of incorporation or the by-laws. Thereafter, directors shall be elected or appointed in the manner and for the terms provided in the articles of incorporation or the by-laws. In the absence of a provision fixing the term of office, the term of office of a director shall be one year.

(1) The Support Council shall appoint the Board of Directors for Tribal Government Corporations.

(C) Directors may be divided into classes; the terms of office of the several classes need not be uniform. Each director shall hold office for the term for which he is elected or appointed and until his successor shall have been elected or appointed and qualified, exception the case of ex officio directors.

(D) A director may be removed from office pursuant to any procedure therefore provided in the articles of incorporation or the by-laws, and if none be provided, may be removed at a meeting called expressly for that purpose, with or without cause, by such vote as would suffice for his election.

(1) The Support Council may remove, with or without cause, any director it has appointed with a majority vote for removal, unless the articles of incorporation provide that directors may be removed only for cause.

**Section 720 Vacancies (600 AKNTC § 600-720)**

Any vacancy occurring in the Board of Directors and any directorship to be filled by reason of an increase in the number of directors may be filled by the affirmative vote of a majority of the then members of the Board of Directors, though less than a quorum of the board, unless the articles of

incorporation or the bylaws provide that a vacancy or directorship so created shall be filled in some other manner, in which case such provision shall control. A director elected or appointed, as the case may be, to fill a vacancy shall be elected or appointed for the unexpired term of his predecessor in office.

**Section 730 Quorum of Directors (600 AKNTC § 600-730)**

(A) A majority of the number of directors fixed by the by-laws, or in the absence of a by-law fixing the number of directors, then of the number stated in the articles of incorporation shall constitute a quorum for the transaction of business, unless otherwise provided in the articles of incorporation, or the by-laws, but in no event shall a quorum consist of less than one-third of the number of directors so stated or fixed.

(B) The act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless with respect to any action to be taken by the directors of a corporation, the articles of incorporation requires the vote or concurrence of a greater proportion of the directors, as the case may be, than required by this Chapter, with respect to such action, the provisions of the articles of incorporation shall control.

**Section 740 Committees (600 AKNTC § 600-740)**

If the articles of incorporation or the by-laws provide, the Board of Directors, by resolution adopted by a majority of the directors in office, each of which shall consist of two or more directors, which committees, to the extent provided in said resolution, in the articles of incorporation or in the by-laws of the corporation, shall have and exercise the authority of the Board of Directors in the management of the corporation. Other committees not having the exercising the authority of the Board of Directors in the management of the corporation may be designated and appointed by resolution adopted by a majority of the directors present at a meeting at which a quorum is present. The designation and appointment of any such committee and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual director, of any responsibility imposed upon it or him by law.

**Section 750 Place and Notice of Directors' Meetings (600 AKNTC § 600-750)**

(A) Meetings of the Board of Directors, regular or special, may be held at such place within or without the Reservation, and upon such notice as may be prescribed by the by-laws, or where not inconsistent with the by-laws, by resolution of the Board of Directors. A director's attendance at any meeting shall constitute a waiver of notice of such meeting, excepting such attendance at a meeting by the director for the purpose of objecting to the transaction of business because the meeting is not lawfully called or convened.

(1) For Tribal Government Corporations, all meetings must be held on the Reservation.

(B) Neither the business to be transacted, nor the purpose of any regular or special meeting of the Board of Directors need be specified in the notice or waiver of such notice, of such meeting, unless otherwise provided in the articles of incorporation or the by-laws.

(C) A waiver of notice in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be equivalent to the giving of such notice. Presence without objection also waives notice.

**Section 760 Action by Directors without a Meeting (600 AKNTC § 600-760)**

Any action required by this subchapter to be taken at a meeting of the directors of a corporation, or any action which may be taken at a meeting of the directors, may be taken without a meeting, if consent in writing, setting forth the action so taken, shall be signed by all of the directors. Such consent shall have the same force and effect as a unanimous vote, and may be stated as such in any articles or document filed with the Tribal Secretary under this Chapter.

**Section 770 Liability for unlawful distributions (600 AKNTC §600-770)**

A director who votes for or assents to a distribution made in violation of Section 810 or the articles of incorporation is personally liable to the corporation for the amount of the distribution that exceeds what could have been distributed without violating Section 810 or the articles of incorporation if it is established that the director's duties were not performed in compliance with Section (standards of conduct).

**Section 780 Officers (600 AKNTC § 600-780)**

(A) The officers of a corporation shall consist of a president, a secretary, and a treasurer, and may include one or more vicepresidents, and such other officers and assistant officers as may be deemed necessary, each of whom shall be elected or appointed at such time and in such manner and for such terms not exceeding three years as may be prescribed in the articles of incorporation or the by-laws. In the absence of any such provision, all officers shall be elected or appointed annually by the Board of Directors. If the by-laws so provide, any two or more offices may be held by the same person, except the offices of president and secretary.

(B) The articles of incorporation or the by-laws may provide that any one or more officers of the corporation or other organizations shall be ex officio members of the Board of Directors.

(C) The officers of a corporation may be designated by such other titles as may be provided in the articles of incorporation or the by-laws.

(D) All officers and agents of the corporation, as between themselves and the corporation, shall have such authority and perform such duties in the management of the property and affairs of the corporation as may be determined re resolution of the Board of Directors not inconsistent with the by-laws.

**Section 790 Removal of Officers (600 AKNTC § 600-790)**

Any officer or agent elected or appointed may be removed by the persons authorized to elect or appoint such officer or agent whenever, in their judgment, the best interest of the corporation will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment of an officer or agent shall not itself create contract rights.

**Section 800 General Standards of Conduct for Directors and Officers (600 AKNTC § 600-800)**

(A) Directors and officers shall discharge their duties in good faith with the care an ordinarily prudent person in a like position would exercise under similar circumstances and in a manner they reasonably believe to be in the best interests of the corporation.

(B) In discharging their duties, directors and officers are entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, if prepared or presented by one or more of the following: (1) One or more officers or employees of the corporation whom they reasonably believe to be reliable and competent in the matters presented.

(2) Legal counsel, public accountants, or other persons as to matters they reasonably believe are within the person's professional or expert competence.

(3) A committee of the board of directors if they reasonably believe the committee merits confidence.

(C) Directors and officers are not liable for any action taken in their corporate capacity, or any failure to take any action, if they performed their duties of office in compliance with this Section.

**Section 810 Shares of Stock and Dividends Prohibited (600 AKNTC § 600-810)**

A corporation organized under this subchapter shall not authorize or issue shares of stock. No dividend shall be paid and no part of the income of a corporation shall be distributed to its members, directors, or officers. A corporation may pay compensation, including pensions, in a reasonable amount to its members, directors, or officers for services rendered, may confer benefits upon its members in conformity with its purposes, and upon dissolution or final liquidation, may make distribution to its members or others as permitted by this subchapter.

**Section 820 Loans to Directors and Officers Prohibited (600 AKNTC § 600-820)**

No loans shall be made by a corporation organized under this subchapter to its directors or officers. The directors of a corporation who vote for or assent to the making of a loan to a director or an officer of the corporation, and any officer participating in the making of such a loan, shall be jointly and severally liable to the corporation for the amount of such loan until the repayment thereof.

**Section 830 Voluntary Dissolution (600 AKNTC § 600-830)**

A corporation may dissolve and wind up its affairs in the following manner:

(A) Where there are members having voting rights, the Board of Directors shall adopt a resolution recommending that the corporation be dissolved and directing that the question of such dissolution be submitted to a vote at a meeting of members having voting rights, which may be either an annual meeting or a special meeting. Written or printed notice stating that the purpose, or one of the purposes, of such meeting is to consider the advisability of dissolving the corporation, shall be given to each member entitled to vote at such meeting, within the time frame and in the manner provided in this Chapter, for the giving of notice of meetings to members. A resolution to dissolve the corporation shall be adopted upon receiving at least two-thirds of the votes entitled to be cast by members present or represented by proxy at such meetings;

(B) Where there are no members, or no members having voting rights, the dissolution of the corporation shall be authorized at a meeting of the Board of Directors upon the adoption of a resolution to dissolve by the vote of a majority of the directors in office; and

(C) Upon adoption of such resolution by the members, or by the

Board of Directors where there are no members or members with voting rights, the corporation shall cease to conduct its affairs except insofar as may be necessary for the winding up thereof; shall immediately cause a notice of the proposed dissolution to be mailed to each known creditor of the corporation and shall proceed to collect its assets and apply and distribute them as provided in this Chapter.

**Section 840 Distribution of Assets (600 AKNTC § 600-840)**

The assets of a corporation in the process of dissolution shall be applied and distributed as follows:

(A) All liabilities and obligations of the corporation shall be paid, satisfied, and discharged, or adequate provisions shall be made therefore;

(B) Assets held by the corporation upon condition requiring return, transfer, or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred, or conveyed in accordance with such requirements;

(C) Assets received and held by the corporation subject to limitations, permitting their use only for charitable, religious, missionary, benevolent, educational, or similar purposes, but not held upon a condition requiring return, transfer, or conveyance by reason of the dissolution, shall be transferred, or conveyed to one or more domestic or foreign corporations, societies, or organizations engaged in activities substantially similar to those of the dissolving corporation, pursuant to a plan of distribution adopted as provided in this Chapter;

(D) Other assets, if any, shall be distributed in accordance with the provisions of the articles of incorporation or the bylaws to the extent that the articles of incorporation or by-laws determine the

distributive rights of members, or any class or classes of members, or provide for distribution to others; and (E) Any remaining assets may be distributed to such persons, societies, organizations, or domestic or foreign corporations, whether for profit or not for profit, as may be specified if a plan of distribution is adopted as provided in this subchapter.

**Section 850 Plan for Distribution (600 AKNTC § 600-850)**

A plan providing for the distribution of assets, not inconsistent with the provisions of this Chapter, may be adopted by a corporation in the process of dissolution and shall be adopted by a corporation for the purpose of authorizing any transfer or conveyance of assets for which this Chapter requires a plan for distribution, in the following manner:

(A) Where there are members having voting rights the Board of

Directors shall adopt a resolution recommending a plan of distribution and directing that the plan be submitted to a vote at a meeting of members having voting rights, which may be either an annual meeting or a special meeting.

Written or printed notice setting forth the proposed plan of distribution or a summary thereof shall be given to each member entitled to vote at such meeting, within the time and in the manner provided in this subchapter for the giving of notice of meetings of members. Such plan of distribution shall be adopted upon receiving at least two-thirds of the votes entitled to be cast by members present or represented by proxy at such meetings; and

(B) Where there are no member, or no members having vote rights, a plan of distribution shall be adopted at a meeting of the Board of Directors upon receiving the vote of a majority of the directors in office.

**Section 860 Revocation of Voluntary Dissolution Proceedings (600 AKNTC § 600-860)**

A corporation may, at any time prior to the issuance of a certificate of dissolution by the Tribal Secretary as hereinafter provided, revoke the action previously taken to dissolve the corporation in the following manner:

(A) Where there are members having voting rights, the Board of Directors shall adopt a resolution recommending that the voluntary dissolution proceedings be revoked, and directing that the question of such revocation be submitted to a vote at the meeting of members having voting rights, which may be either an annual or special meeting. Written or printed notice stating that the purpose, or one of the purposes of such meeting is to consider the advisability of revoking the voluntary dissolution proceedings, shall be given to each member entitled to vote at such a meeting within the time and in the manner provided in this Chapter for the giving of notice of meetings of members. A resolution to revoke the voluntary dissolution proceedings shall be adopted upon receiving at least two-thirds of the votes entitled to be cast by members present or represented by proxy at such meeting;

(B) Where there are no members, or no members having voting rights, a resolution to revoke the voluntary dissolution proceeding shall be adopted at a meeting of the Board of Directors upon receiving the vote of a majority of the directors in office; and

(C) Upon adoption of such resolution by the members, or by the

Board of Directors, where there are no members or no members with voting rights, the corporation may there upon again conduct its affairs. If the articles of dissolution have been delivered to the Tribal Secretary, notice of such revocation shall be given to them in writing.

**Section 870 Articles of Dissolution (600 AKNTC § 600-870)**

If voluntary dissolution proceedings have not been revoked; when all debts, liabilities, and obligations of the corporation shall have been made therefore, and all of the remaining property and assets of the corporation shall have been transferred, conveyed, or distributed in accordance

with the provisions of this Chapter, articles of dissolution shall be executed in duplicate by the corporation; by its president or a vice-president, and the corporation seal shall be thereto affixed and attested by its secretary or an assistant secretary, and such statement shall set forth:
(A) The name of the corporation;
(B) Where there are members having voting rights;
(1) A statement setting forth the date of the meeting of members at which the resolution to dissolve was adopted, that a quorum was present at such meeting, and that such resolution received at least two-thirds of the votes entitled to be cast by members or represented by proxy at such meetings; or
(2) A statement that such resolution was adopted by consent in writing signed by all members entitled to vote with respect thereto;
(C) Where there are no members, or no members having voting rights, a statement of such fact, the date of the meeting of the Board of Directors at which the resolution to dissolve received the vote of a majority of the directors in office;
(D) That all debts, liabilities, and obligations of the corporation have been paid and discharged or that adequate provision has been made therefore;
(E) That all the remaining property and assets of the corporation have been transferred, conveyed, or distributed in accordance with the provisions of this subchapter; and
(F) That there are no suits pending against the corporation in any Court, or that adequate provisions have been made for the satisfaction of any judgment, order, or decree which may be entered against it in any pending suit.

**Section 880 Filing of Articles of Dissolution (600 AKNTC § 600880)**

(A) Duplicate originals of such articles of dissolution shall be delivered to the Tribal Secretary.
(B) If the Tribal Secretary finds that such articles of dissolution conform to law, he shall, when all fees and charges have been paid as in this Chapter prescribed:
(1) Endorse on each of such duplicate original the word "filed", and the month, day, and year of such filing thereof;
(2) File one of such duplicate original in their office;
(3) Issue a certificate of dissolution to which they shall affix the other duplicate original; and
(4) Deliver the certificate of dissolution, together with the duplicate original of the articles of dissolution affixed thereto, to the representative of the dissolved corporation. (C) Upon the issuance of such certificate of dissolution, the existence of the corporation shall cease, except for the purpose of suits, other proceedings, and appropriate corporate action by members, directors, and officers as provided in this Chapter.

**Section 890 Involuntary Dissolution (600 AKNTC § 600-890)**

(A) A corporation may be dissolved involuntarily by a decree of the Court in an action instituted by the Office of the ViceSagamoor in the name of the Al'Maurii Khan Tribe, when it is made to appear to the Court that:
(1) The franchise of the corporation was procured through fraud; or
(2) The corporation has continued to exceed or abuse the authority conferred upon it by this Chapter; or
(3) The corporation has failed for 90 days to appoint and maintain a registered agent as provided in this Chapter; or (4) The corporation has failed for 90 days after change of its registered office or registered agent to deliver to the Tribal Secretary statement of such change.
(5) The corporation is found by the Court to be in violation of this Chapter or any other law of the Tribe.

(B) At least 30 days before any action for the involuntary dissolution of a corporation shall be filed by the Office of the Vice-Sagamoor; the Tribal Secretary shall notify the corporation by certified or registered mail addressed to such corporation at its registered office, a notice of their intention to file such suit and the reasons therefore. If, before action is filed, the corporation shall submit satisfactory evidence to rebut the conditions in subsection (A), the Office of the Vice-Sagamoor shall not file an action against the corporation for such cause.
If, after action is filed for failure to comply with subsection (A)(3) or (A)(4) and the corporation satisfies these subsections and pays the costs of such action, the action for such cause shall abate.

**SUBCHAPTER D LIQUIDATION PROCEDURES**

**Section 900 Jurisdiction of Tribal Court to Liquidate Assets and Affairs of Corporation (600 AKNTC § 600-900)**

The Tribal Court shall have full jurisdiction to liquidate the assets and affairs of a corporation:
(A) For a For Profit Corporation, upon petition to the Tribal
Court of ten percent of the shareholders or by resolution of the Support Council for a Tribal Government Corporation, if the petition or resolution establishes one or more of the following. (1) That the directors are deadlocked in the management of the corporate affairs and shareholders are unable to break the deadlock, and that irreparable injury to the corporation is being suffered or is threatened by reason thereof; or
(2) That the acts of the directors of those in control of the corporation are illegal, oppressive, or fraudulent.
(3) That the shareholders are deadlocked in voting power, and have failed, for a period which includes at least two consecutive annual meeting dates, to elect successors to directors whose terms have expired or would have expired upon the election of their successors.
(4) That the corporate assets are being misapplied or wasted.
(5) That the corporation has consistently failed to use accepted accounting practices in the maintenance of its books and records.
(6) That the corporation does or omits any act which amounts to a surrender of its corporate rights, privileges, or franchises.
(B) For a Not For Profit Corporation, upon petition to the Tribal Court of any member or director, or by resolution of Support Council for a Tribal Government Corporation, if the petition or resolution establishes one or more of the following:
(1) That the directors are deadlocked in the management of the corporate affairs and that irreparable injury to the corporation is being suffered or is threatened by that reason thereof, and either that the members are unable to break the deadlock or there are no members having voting rights; or
(2) That the acts of the directors or those in control of the corporation are illegal, oppressive or fraudulent; or
(3) That the corporate assets are being misapplied or wasted; or
(4) That the corporation is unable to carry out its purposes.
(5) The corporation has consistently failed to use accepted accounting.
(C) Upon petition to the Court of a creditor, if the petition establishes one or more of the following.
(1) The claim of the creditor has been reduced to judgment and an execution thereon returned unsatisfied and it is establishes that the corporation is insolvent.
(2) The corporation has admitted in writing that the claim of the creditor is due and owing and it is established that the corporation is insolvent.
(D) Upon application by a corporation which has filed a statement of intent to dissolve.

(E) When an action has been commenced by the Office of the ViceSagamoor to dissolve a corporation and it is made to appear that liquidation of its affairs should precede the entry of a decree of dissolution.
(F) It shall not be necessary to make directors, members, or shareholders parties to any such action or proceeding unless relief is sought against them personally.

**Section 910 Procedure to Liquidate in Al'Maurii Khan Tribal Court (600 AKNTC § 600-910)**

(A) Where there are grounds for issuing an order to show cause why a corporation shall not be dissolved or when the Tribal Court receives a petition for liquidation or the Support Council adopts a petition for liquidation, the Tribal Court shall send an order to appear and show cause why the corporation should not be dissolved or liquidated to the president and secretary of the corporation. The hearing shall be scheduled by the Tribal Court no less than
30 days from the date of said order.
(B) If the Tribal Court finds that the officers of the corporation have shown sufficient cause why the corporation should not be dissolved or liquidated, the decision of the
Tribal Court shall be final.
(C) If the officers of the corporation fail to appear as ordered, or if, in the opinion of the Tribal Court, the officers have failed to show sufficient cause why the corporation should not be dissolved or liquidated, the Tribal Court may revoke the corporation's certificate of incorporation.
(D) If the Tribal Court revokes the corporation's certificate, it shall assume trusteeship over the corporation's assets and liquidate its assets in accordance with this section.
(E) If prior to the revocation of the corporation's certificate, the corporation cures all defaults complained of and pays all penalties and costs, the action shall abate.

**Section 920 Liquidation of Corporation by the Tribal Court (600 AKNTC § 600-920)**

If the Tribal Court revokes a corporation's certificate of incorporation, it shall proceed to liquidate the assets and business of a corporation as follows:
(A) The Tribal Court shall have power to issue injunctions, and to appoint a liquidating receiver with any powers and duties the Tribal Court may direct. The Tribal Court may also take any other actions necessary to preserve the corporate assets wherever situated, and carry on the business of the corporation until final dissolution.
(B) The liquidating receiver shall give notice to all parties in interest and creditors and allow each a proper hearing with sworn statements.
(C) The liquidating receiver shall then collect the assets of the corporation, and shall have authority to sell, convey and dispose of the assets of the corporation wherever situated, either at public or private sale.
(D) The assets of the corporation or the proceeds resulting from a sale, conveyance or other disposition thereof shall be applied to the expenses of the liquidation and to the payment of the liabilities and obligations of the corporation according to this Ordinance. Any remaining assets or proceeds shall be distributed according to this Ordinance.
(E) The assets of a non-profit corporation of the proceeds resulting from a sale, conveyance, or other disposition thereof shall be applied and distributed as follows:
(1) All costs and expenses of the Court proceedings and all liabilities and obligations of the corporation shall be paid, satisfied, and discharged, or adequate provision shall be made therefor;
(2) Assets held by the corporation upon conditions requiring return, transfer, or conveyance which conditions occurs by reason of dissolution or liquidation, shall be returned, transferred, or conveyed in accordance with such requirements; (3) Assets received and held by the corporation subject to limitations permitting their use only for charitable, religious, eleemosynary benevolent,

educational, or similar purposes, but not held upon a condition requiring return, transfer, or conveyance by reason of the dissolution or liquidation, shall be transferred or conveyed to one or more domestic or foreign corporations, societies, or organizations engaged in activities substantially similar to those of the dissolving or liquidating corporation as the Court may direct;
(4) Other assets, if any, shall be distributed in accordance with the provisions of the articles of incorporation or the bylaws to the extent that the articles of incorporation or by-laws determine the distributive rights of the members or any class or classes of members, or provide for distribution to others; and (5) Any remaining assets may be distributed to such persons, societies, organizations, or domestic or foreign corporations, whether for profit or not for profit, specified in the plan of distribution has been adopted, as the Court may direct.
(F) The Tribal Court shall have power to allow compensation to the receiver and any attorneys in the proceeding out of the assets of the corporation or the proceeds of any sale or disposition of such assets.
(G) A receiver of a corporation appointed under the provisions of this Section shall have authority to sue and defend in all courts in his own name as receiver of such corporation. The Court appointing such receiver shall, for the purposes of this Chapter have exclusive jurisdiction of the corporation and its property, wherever situated.

**Section 930 Qualification of Receivers (600 AKNTC § 600-930)**

A receiver shall in all cases be a natural person or a domestic corporation authorized to act as receiver, and shall in all cases give such bond as the Court may direct with such sureties as the Court may require.

**Section 940 Filing of Claims in Liquidation Proceedings (600 AKNTC § 600-940)**

In proceeds to liquidate the assets and affairs of a corporation, the Court may require all creditors of the corporation to file with the Clerk of Court or with the receiver, in such form as the Court may prescribe, proofs under oath of their respective claims, it shall fix a date which shall be not less than four months from the date of the order, as the last day for the filing of claims, and shall prescribe the notice that shall be given to creditors and claimants of the date so fixed. Prior to the date so fixed, the Court may extend the time for the filing of claims. Creditors and claimants failing to file proofs or claims on or before the date so fixed may be barred, by order of the Court, from participating in the distribution of the assets of the corporation.

**Section 950 Discontinuance of Liquidation Proceedings (600 AKNTC § 600-950)**

The liquidation of the assets and affairs of a corporation may be discontinued at any time during the liquidation proceedings when it is made to appear that cause for liquidation no longer exists. In such event the Court shall dismiss the proceedings and direct the receiver to redeliver to the corporation all its remaining property and assets.

**Section 960 Order of Dissolution (600 AKNTC § 600-960)**

(A) The Tribal Court shall issue an order dissolving the corporation, when:
(1) The costs and expense of the liquidation have been satisfied.
(2) All debts, obligations and liabilities of the corporation have been paid and discharged.
(3) All of its remaining property and assets have been distributed. In case the corporation's property and assets are not sufficient to satisfy and discharge such costs, expenses, debts, and obligations, but all the property and assets have been applied so far as they will go to their payment, the Court shall issue an order dissolving the corporation.
(B) Upon issuance of an order, the existence of the corporation shall cease.
(C) When the Tribal Court issues an order dissolving a corporation, it shall file a certified copy of the order with the Tribal Secretary.

**Section 970 Post Dissolution (600 AKNTC § 600-970)**

(A) Deposit with the Tribal Court of Amount Due Certain Shareholders. Upon the voluntary or involuntary dissolution or liquidation of a corporation, the portion of the assets distributable to a creditor or shareholder who is unknown or cannot be found, or who is under disability and there is no person legally competent to receive such distributive portion, shall be reduced to cash and deposited with the Court and shall be paid over to the creditor or shareholder or to his legal representative upon proof satisfactory to the Court of his rights thereto. (B) Survival of Remedy after Dissolution.

(1) The dissolution of a corporation by:

(a) the issuance of a certificate of dissolution by the Tribal Secretary,

(b) an order issued by the Tribal Court before the corporation's assets have been liquidated as provided in this Ordinance, or (c) upon expiration of its period of duration, shall not take away or impair any remedy available to or against a corporation, its directors, officers, or shareholders, for any right or claim existing or any liability incurred, prior to dissolution if an action or other proceeding is commenced within two years after the date of dissolution.

(2) Any such action or proceeding by or against the corporation may be prosecuted or defended by the corporation in its corporate name.

(3) The shareholders, directors, and officers shall have power to take corporate or other action as shall be appropriate to protect a remedy, right or claim. If a corporation was dissolved by the expiration of its period of duration, it may amend its articles of incorporation at any time during the period of two years so as to extend its period of duration.

**Section 980 Decree of Involuntary Dissolution (600 AKNTC § 600-980)**

In proceedings to liquidate the assets and affairs of a corporation, when the costs and expenses of such proceedings and all debts, obligations, and liabilities of the corporation shall have been paid and discharged and all of its remaining property and assets are not sufficient to satisfy and discharge such costs, expenses, debts, and obligations, and all the property and assets have been applied so far as they will go to their payment, the Court shall enter a decree dissolving the corporation, whereupon the existence of the corporation shall cease.

**Section 990 Filing of Decree of Dissolution (600 AKNTC § 600990)**

In case the Court shall enter a decree dissolving a corporation, it shall be the duty of the Clerk of Court to cause a certified copy of the decree to be delivered to the Tribal Secretary, who shall file the same. No fee shall be charged by the Tribal Secretary for the filing thereof.

**Section 1000 Deposits with Tribal Secretary (600 AKNTC § 6001000)**

Upon the voluntary or involuntary dissolution of a corporation, the portion of the assets distributable to any persons who are unknown or cannot be found, or who are under disability and there is no person legally competent to receive such distributive portion, shall be reduced to cash and be deposited with the Tribal Secretary and shall be paid over to such person or to his legal representative upon proof satisfactory to the Court of his rights thereto.

**SUBCHAPTER E MSCELLANEOUS**

**Section 1010 Effect of Invalidity of Part of This Chapter (600 AKNTC § 600-1010)**

If a Court of competent jurisdiction shall adjudge to be invalid or unconstitutional any clause, sentence, paragraph, section, or part of this Chapter, such judgment or decree shall not effect, impair, invalidate, or nullify the remainder of this Chapter, but the effect thereof shall be confined to the clause, sentence, paragraph, section, or part of this Chapter so adjudged to be invalid or unconstitutional.

**Section 1020 Reservation of Power (600 AKNTC § 600-1020)**

The Support Council shall at all times have the power to prescribe such regulations, provisions and limitations as it may deem advisable and necessary. Such regulations, provisions and limitations shall be binding upon any and all corporations subject to the provisions of this Chapter, and the Support Council shall have the power to amend, repeal, or modify this Chapter at any time.

# CHAPTER 701 – CIGARETTES.

**SECTION 701.1 - PURPOSE**

The purpose of this ordinance is to regulate the business of selling, exposing for sale, exchanging, or bartering of cigarettes for purposes of resale within the boundaries of the Al'Maurii Khan Reservation.

**SECTION 701.2 - AUTHORITY**

This chapter is adopted pursuant to Art. VI, Section 1(j), of the Al'Maurii Khan Constitution.

**SECTION 701.3 - DEFINITIONS**

(a) "Carton" means any container prepared by the manufacturer of cigarettes in which 200 cigarettes are held, packed, or contained.

(b) "Cigarette" means any roll of tobacco or other ancestral medicine, including and not limited to herbs wrapped in paper or in any substance other than tobacco.

(c) "Class I Certification" means a certification authorizing an Indian retailer to sell unstamped cigarettes and no more than 5,000 cartons of stamped cigarettes per month. (d) "Class II Certification" means a certification authorizing an Indian retailer to sell unstamped cigarettes and an unlimited number of cartons of stamped cigarettes per month.

(e) "Reporting Date" means the first day of the month, or if any such date is a Saturday, Sunday or holiday, the first non-holiday weekday thereafter.

(f) "Reporting Period" means the period starting on a reporting date and ending one day before the next reporting date.

(g) "Reservation" means all land in Northwest Amexem [commercially known as North America], within the boundaries of the Al'Maurii Khan Reservation or trust lands.

(h) "Tribe" means the Al'Maurii Khan Tribal Nation of the Moors.

(i) "Tribal Council" means the Tribal Council of the Tribe.

**SECTION 701.4 - CIGARETTE SALES PERMITTED**

(a) Indian retailer sales. A member of the Tribe whether operating as a sole proprietorship, joint venture, or corporation, may sell, expose for sale, or possess with intent to sell cigarettes, whether stamped or unstamped, on the Reservation only upon compliance with the provisions of this chapter.

(b) Business organizations. No person or organization shall be considered an Indian retailer for purposes of this section unless said person is an enrolled member of the Tribe, or unless at least fifty-one percent of profits and control of the total business inure to one or more enrolled members of the Tribe.

**SECTION 701.5 - CERTIFICATION OF INDIAN RETAILERS**

(a) Any enrolled member of the Tribe or business organization desiring to do business as an Indian retailer pursuant to this chapter shall apply in writing to the Tribe requesting certification as such.

(b) An applicant for Indian retailer certification shall provide evidence to the Tribe of all of the following:

(1) Enrollment in the Tribe.

(2) In case of an organization other than a sole proprietorship, documents describing ownership, profit-sharing, control of organization, and identification of enrolled members participating in the organization.

(3) Description of the location to which wholesale deliveries of cigarettes shall be made, and statement as to its status as Indian-owned fee land, allotted land, leased tribal-trust land or other.
(4) Whether the applicant requests a class I certification or a class II certification. (c) The Tribal Council shall deny certification to any applicant who is not eligible for certification under Section 701.4(a) or (b), and to any applicant when it shall appear that the applicant will serve as a sham for any person or persons, legal or natural, who are not eligible for certification under Section 701.4(a) or (b).

(d) The issuance of certification is within the discretion of the Tribal Council. With no limitation by enumeration implied, the Tribal Council may deny certification to any applicant who has been found in non-compliance with any section of this chapter or of applicable state cigarette tax law, or who has any outstanding cigarette tax pre-collection liability.

(e) Any new certification issued shall be for a class I or class II certification as requested. Any applicant for renewal of certification shall be issued a class I or class II certification based on monthly sales as determined by an average of monthly sales over the preceding 12 month period.

(f) An Indian retailer holding a class I certification may sell more than the number of cartons of stamped cigarettes permitted by the certification. Upon submittal of invoices showing monthly sales of more than the number of cartons permitted under a class I certification, the tribal accounting office shall administratively reclassify the retailer as a class II retailer, starting with sales in the calendar month immediately following the submittal requiring reclassification, and continuing for the length of the certification period.

(g) Each certification shall state the name of the Indian retailer, the location at which the certification authorizes cigarette sales, and the date of validity and expiration of the certification. Each certification shall be valid for only one location. The Tribal Council may in its discretion issue certifications for more than one location to a single applicant. (h) The original of the certificate shall be issued to the Indian retailer. The original or copies thereof shall not be valid proof of certification to be furnished to the retailer's distributors. Such proof must be given as provided in Section 701.8(b).

(i) All certifications shall be valid for a period not to exceed one year, expiring on the June 30 following the initial date of validity of the certification.
(j) Certification is non-transferrable.
(k) Certification shall be by Tribal Council resolution.
(l) No member may sell, expose for sale, or possess with intent to sell cigarettes on the Reservation without a valid certification under this chapter.

**SECTION 701.6 - REGULATION OF INDIAN RETAILERS**

(a) Each retailer shall submit on each reporting date the original invoices for each sale and delivery to it of stamped and unstamped cigarettes. The original invoice shall meet the requirements of federal and state law.

(b) Each retailer shall submit on each reporting date the original records for the preceding reporting period showing all sales of unstamped cigarettes to Al'Maurii Khan members. The record shall show the date of sale, amount of sale in volume and dollar amount, and the name of purchaser, for each sale to a Al'Maurii Khan member. Failure to keep or produce such records shall be a violation of this chapter. In addition, all untaxed sales for which such records are not kept and produced shall be rebuttably presumed to have been made to persons ineligible to buy them.

(c) Each Indian retailer shall allow any agent authorized by the Tribe to audit and inspect the books, records, and the premises of the location for which the Indian retailer possesses certification.
(d) No Indian retailer may sell any unstamped cigarettes to any one who is not a member of the Tribe and a resident of the Reservation.
(e) No Indian retailer may sell more than 100 cartons of unstamped cigarettes to any one person, natural or legal, in any one calendar month.
(f) No Indian retailer may transfer, or cause to be transferred, any cigarettes from the location to which the invoice shows their delivery to another location.

**SECTION 701.7 - TAX REFUNDS**

Any Indian retailer complying with provisions of this chapter shall receive that portion of the state cigarette tax to which the Tribe is entitled by virtue of the Indian retailer's sales, less
(a) In the case of a retailer holding a class I certification, twenty-five cents per carton.
(b) In the case of a retailer holding a class II certification, per carton.

**SECTION 701.8 - DISTRIBUTORS AND WHOLESALERS**

(a) Any distributor or wholesaler selling cigarettes to an Indian retailer on the reservation shall, upon request of any agent authorized by the Tribe, produce all records pertaining to the sale of cigarettes to that retailer.
(b) Prior to sale or delivery of any cigarettes to any Indian retailer, a distributor or wholesaler must first obtain, directly from the Tribe, a duplicate original of the retailers certification, specifically endorsed to the specific wholesaler or distributor.
(c) Any distributor or wholesaler who fails to comply with subsec. (b) or any request under subsec. (a) may be barred by order of the Tribal Chairman or Treasurer. Within 20 days of service of any such order, the distributor or wholesaler may file a complaint in Tribal Court seeking review of the order.

**SECTION 701.9 - SUSPENSION AND REVOCATION, PENALTIES, CIVIL LIABILITY**

(a) The Tribal Council may suspend or revoke the certification of any Indian retailer who is found to have submitted misleading, untruthful, or fraudulent information in the retailer's application for certification.
(b) The Tribal Council may refuse to issue, or may suspend or revoke the certification of any Indian retailer who has any outstanding cigarette tax pre-collection liability or who is found by Tribal Court to have violated this chapter or any provision of applicable state cigarette tax law.
(c) Any violation of this ordinance may be punished by a civil forfeiture not to exceed $5,000.00. All findings of violation of this chapter shall be reported by the Clerk of Court to the Tribal Chairman and Treasurer.
(d) In addition to a penalty, if any, imposed by the Tribal Court, or suspension or revocation, if any, imposed by the Tribal Council, the Tribe by its Chairman or Treasurer, may assess an Indian retailer holding a class I certification 25 cents, and an Indian retailer holding a class II certification cents, for each carton of unstamped cigarettes sold to a person ineligible to purchase it. Such assessments may also include simple interest at 1«% per month from the date of the sale, or if the date of the sale cannot reasonable be estimated, from assessment, the Indian retailer may file a complaint in Tribal Court seeking review of the assessment.

# CHAPTER 800 EXCLUSION AND REMOVAL OF NON-MEMBERS FROM THE AL'MAURII KHAN RESERVATION.

**SECTION 800.1 - PURPOSE:**

It is the purpose of this Chapter to provide a procedure for excluding and removing nonmembers from the Reservation when it is in the best interest of the Tribal Nation to do so, including the exclusion and removal of those individuals who act in disregard of tribal or other law, destroy tribal fish and game, trespass upon tribal trust property, pollute tribal lands and waters, destroy real or personal property of the Tribal Nation, its members or Reservation residents, or endanger or harm the natural, social, psychological or physical well-being of members or other persons on the Reservation.

**SECTION 800.2 - SCOPE:**

The Al'Maurii Khan Tribal Council is authorized to exclude non-members from the Reservation and to determine conditions upon which they may remain. Except as provided by this ordinance, all persons, except those authorized by federal law to be present on tribal land, may be excluded and removed from the Al'Maurii Khan

Reservation or parts thereof. Any person having an interest in real property on the Reservation may be excluded from any portion of the Reservation as long as he or she is not denied access to or the use of such property.

**SECTION 800.3 - AUTHORITY:**

This ordinance is enacted pursuant to Article VI, Section 1(s) of the Constitution and Bylaws of the Al'Maurii Khan Tribal Nation of the Moors and is also based on the Al'Maurii Khan Tribal Nation's sovereignty and inherent power of exclusion.

**SECTION 800.4 - SEVERABILITY:**

If any portion of this ordinance is found to be invalid for any reason, the remaining portions of this ordinance shall remain in full force and effect.

**SECTION 800.5 - EXCLUSIVE REMEDY:**

Exclusion and removal does not prevent, negate or exclude the use of any other remedy or penalty that is otherwise provided by this Code or other governing federal, state or tribal law.

**SECTION 800.6 - DEFINITIONS:**

(a) "Exclusion and removal" means the temporary or permanent expulsion of an individual from within the boundaries of the Al'Maurii Khan Reservation.

**SECTION 800.7 - PETITION:**

An exclusion and removal action shall be commenced by any member of the Al'Maurii Khan Tribal Nation or Tribal Council upon the presentment of an oral or written Petition for Exclusion and Removal in an open meeting of the Tribal Council. The Petition shall include the name of the individual sought to be removed and a statement of the reasons which individually or collectively are justifiable cause for exclusion and removal.

**SECTION 800.8 - PERSONAL APPEARANCE:**

No individual considered for possible exclusion or removal has any right or privilege to personally appear before the Tribal Council in either the initial consideration of a Petition for Exclusion and Removal or in any subsequent appeal of an Order for Exclusion and Removal before the Tribal Council. However, the Tribal Council may, in its discretion, grant an individual the right to appear before it in either proceeding.

**SECTION 800.9 - GROUNDS FOR EXCLUSION AND REMOVAL:**

Upon consideration of a Petition, the Tribal Council may enter an Order of Exclusion and Removal if it finds that it is in the best interests of the Tribal Nation to do so. The Tribal Council may consider whether the individual's conduct threatens or has some direct effect on the political integrity, institutional process, economic security, or health or welfare of the Tribal Nation, its members or Reservation residents. In determining whether to issue an Order of Exclusion and Removal, the Tribal Council may consider the number and pattern of acts committed and the history, circumstances and/or significance of each act. Acts for which an individual may be excluded and removed from the Al'Maurii Khan Reservation may include but are not limited to the following: (a) doing or attempting to do any act upon the Reservation which unlawfully threatens the peace, health, safety, morals or general welfare of the Al'Maurii Khan Tribal Nation, its members, Reservation residents, or other persons;

(b) any act causing physical loss or damage of any nature to the property of the Tribal Nation, any member or Reservation resident;

(c) entering an area in violation of any order of the Al'Maurii Khan Tribal Nation or any entity thereof designating such area as closed;

(d) failing or refusing to pay any taxes, rents or other charges justly due the Al'Maurii Khan Tribal Nation or any entity thereof, after reasonable notice and an opportunity to pay, unless such charges or fees are related to an interest in real property;

(e) mining, prospecting, cutting timber or vegetation or other use, abuse, taking of or damage to tribal property without authorization;

(f) committing a fraud, to wit: meaning a false representation of a matter of material fact by words, conduct, false or misleading allegations, or by concealment of a fact which should have been disclosed which is intended to and does in fact deceive another to his legal injury or detriment.

(g) trading or conducting business within the Reservation in violation of tribal law; (h) hunting, fishing or trapping without lawful authority or permission or in violation of tribal or federal law;

(i) disturbing or excavating items, sites or locations of religious, historic or scientific significance without the authority of the Al'Maurii Khan Tribal Nation or in violation of tribal or federal law;

(j) failing to obey an order of the Tribal Court; or

(k) committing any criminal offense as defined by state, federal or tribal law.

**SECTION 800.10 - STANDARD OF PROOF:**

In considering whether justifiable cause exists to exclude and remove an individual from the Reservation, the Tribal Council must be satisfied by a preponderance of the evidence given the totality of the circumstances.

**SECTION 800.11 - ORDER FOR EXCLUSION AND REMOVAL:**

Upon finding that it is in the best interests of the Al'Maurii Khan Tribal Nation, the Tribal Council shall issue an Order for Exclusion and Removal. If the individual is not present at such meeting or if a decision is not rendered until after the meeting, appropriate notice shall be served on the individual, informing him or her of the action of the Tribal Council. Such notice shall include a copy of the Order for Exclusion and Removal issued pursuant to this ordinance. The Order shall include the reasons for the decision, the terms of the exclusion (including duration), and the individual's appeal rights (including any conditions under which the individual may return for an appeal of the Order). An Order issued pursuant to this ordinance shall remain in force for the

duration provided in the Order or, unless the Order specifically provides otherwise, until revoked or modified by the Tribal Council.

**SECTION 800.12 - ENFORCEMENT OF ORDERS OF EXCLUSION AND REMOVAL:**

Upon the issuance of an Order for Exclusion and Removal, the Tribal Council shall deliver said Order to any qualified law enforcement officer, who shall thereupon serve notice upon the individual and direct the individual to obey the Order. If, after the time specified in the Order, the individual does not comply with the Order, the Tribal Council shall request relief through the appropriate federal, state or tribal courts:

(a) referring the matter to the Tribal or other prosecutor for appropriate action, including prosecution or other action authorized under any applicable tribal, federal or state law; (b) directing any law enforcement officer to remove the individual from the Reservation or portions of the Reservation covered by the Order at the individual's expense; (c) directing law enforcement to remove the individual bodily, using only so much force as is reasonable and necessary to effect the removal; and

(d) directing any law enforcement officer to prevent the individual from reentry onto any Reservation lands covered by the Order for so long as the Order remains in effect.

**SECTION 800.13 - APPEALS:**

Any individual to whom an Order for Exclusion and Removal has been issued pursuant to this ordinance may appeal such Order to the Al'Maurii Khan Tribal Council. The individual must apply to the Tribal Council in writing within ten (10) days of his or her receipt of said Order, requesting revocation or amendment of said Order. Upon receipt of such a request, the Tribal Council shall call a special meeting for the purpose of allowing the individual to address the Tribal Council regarding the reasons constituting the justifiable cause for his or her exclusion and removal and to show cause why he or she should not be excluded and removed from the Reservation. Unless the Tribal Council has specifically granted the individual the right to personally appear before it in the special meeting, the individual must set forth his or her position, arguments and proofs in writing and provide same to the Tribal Council in advance of the special meeting. Appropriate notice of such a special meeting shall be delivered to the individual not less than five (5) days prior to the meeting. Decisions of the Tribal Council on appeal shall be final.

# CHAPTER 900 HIRING BY CONTRACTORS IS RESTRICTED.

**SECTION 901.01. PURPOSE.**

The purpose of this ordinance is to help provide employment for tribal members living on or near the reservation who may have skills as laborers, heavy machine operators or in other construction areas. Often times there are contracts given out for road, bridge and other types of construction in this area. The idea is to allow for our members participate in such jobs to enable them to be employed and to instill pride in their work on or near the reservation.

**SECTION 901.02. DEFINITIONS.**

(a) "Tribe" and “Nation” both mean the Al’Maurii Khan Tribal Nation de Societas Republicae Ea Al Maurikanos.

(b) "Member" means any person who is a member of the Al’Maurii Khan Tribal Nation de Societas Republicae Ea Al Maurikanos.

(c) "Reservation" refers to all lands and roads within the exterior boundaries of the reservation and lands owned or occupied by the tribe.

(d) "Contract or subcontract" refers to any individual, partnership or company who has been awarded a contract or subcontract to do road, bridge or other work on the reservation.

(e) "Tribal Personnel Officer" refers to that person who is in charge of the Personnel Office.

(f) “Lands” means the Moorish dominions of Northwest and Southwest Amexem, commercially called North and South America.

**SECTION 901.03. PROHIBITION.**

(a) No contractor or subcontractor who has been contracted to do road, bridge, or other work on the reservation shall hire any additional persons needed for the job who is not a member of the Tribe unless there is no qualified member of the Tribe able to perform such job or jobs.

(b) No contractor or subcontractor shall be deemed to have complied with subsection (a) above unless (1) they have a statement from the Tribal Personnel Officer stating that they have worked with the Personnel Office and (2) the statement sets forth whether or not there are qualified members of the Tribe to perform the job.

**SECTION 901.04. PENALTIES/FORFEITURES.**

Violation of Section 901.3 of this ordinance shall be subject to the following:
(a) Forfeiture not to exceed $500.00, or (b) Recession of the contract if possible, or (c) Barred from receiving future contracts.

**SECTION 901.05. VIOLATION.**

All violations shall be tried in Tribal or Federal Court. [Procurement Standards]

# CHAPTER 920.01. AL'MAURII KHAN PROCUREMENT STANDARDS.

Procurement standards are necessary to ensure that materials and services are obtained efficiently and economically in compliance with the provisions of applicable Tribal. Federal and State laws to ensure compliance with contractual provisions of programs, grants, contracts, etc. A sound procurement system includes systematic procedures for determining which items are needed, based on technical and specific specifications, regarding quality, quantity, and allocable cost. A cost/price analysis must be performed before all major purchases and procurement contracts are made.

When appropriate, cost/price analysis must be conducted on lease verses purchase alternatives to determine which approach would be most feasible and economical. Compliance with Tribal procurement standards does not relieve the Program Coordinator, or Department Head, of any contractual responsibilities under its contracts arising out of procurement extended in support of a grant. These include, but are not limited to, source evaluations, protests, disputes and claims.

The organization of the procurement function require that each Program Coordinator, and department Head, perform their own purchasing rather than through a centralized purchasing department. Accordingly, the responsibilities for following the established procurement procedures rests with the Program Coordinator and Department Head. Grantors and members of the Tribe demand accountability over the Tribe's expenditure of grant funds and appropriated funds. This accountability is achieved through the budgetary process. The development of the budget requires the coordinated efforts of the Department Head, Accounting Department, and the Program Coordinator for which the budgets are being developed. Under the Tribe's budget system all expenditures must be approved before the actual disbursement is made. The approval function should include: a. Determination that the expenditure does not exceed the allotment limit.

b. Determination that the purpose of the expenditure is in line with the purpose detailed in the budget.

c. Proper classification of the expenditure to facilitate recording in the budget accounts. The Program Coordinator, Department Head, and Property and Procurement Manager should consider a, b, and c before approving a purchase or purchase order. The approving Tribal Official should review the purchase, or purchase order, for a, b, and c before approving.

Before entering into an agreement with a vendor to purchase goods or services, the following procedures should be followed:

a. Affirmative steps will be taken to assure that small and minority businesses are utilized when possible as sources of suppliers. Affirmative steps shall include, as examples:

1. Qualified small and minority businesses.
2. Local businesses.
3. Dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation when economically feasible.
4. If possible, establish delivery schedules which will encourage participation by small and minority businesses.
5. Services and assistance of the General Services Administration, Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration.

b. All procurement transactions, regardless of whether by sealed bids or by negotiation and without regard to dollar value, shall be conducted in a manner that provides maximum and free competition consistent with OMB Circular 102, but without restricting or eliminating competition. Examples of competitive restrictions are:
1. Unreasonable requirements on firms to qualify to do business.
2. Organizational conflicts of interest.
3. Unnecessary experience and bonding requirements.
c. Depending on the anticipated cost of goods and services to be procured, the appropriate selection procedure will be followed. These procedures are:
1. Small purchases under $500
2. Small purchases over $500 and under $25,000
3. Competitive sealed bids
4. Competitive negotiation
5. Non-Competitive negotiation
Note: All procurement transactions in excess of $10,000 must abide by the specifications of Title 25, Chapter 1, 276.12 of the Code of Federal Regulations or the most current code of the most applicable regulation.
d. No Tribal employee shall participate in selection of the award or administration of a contract/grant supported by Grantor or Tribal funds if a conflict of interest, real or apparent, would be involved. Such conflict would arise when an employee or any member of his or her immediate family, his or her partner, or any of those mentioned above, has a financial or other interest in the firm selected for award.
Tribal employees shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors or parties to sub-agreements. However, where the financial interest is insubstantial or the gift, if unsolicited item of nominal intrinsic value, the grantee may accept the offering if non-acceptance would impair the working relationship with the contractor.
Insubstantial – of little value
Nominal Intrinsic – small dollar value
**Note: Any physical, or monetary, item(s) received, regardless of dollar value, becomes property of the Tribe.**
A meal will not be considered a gratuity or favor if during the meal business is conducted and there is no other reasonable time to meet.
Discounts, credits, frequent flier miles, etc. shall be allowed if they are redeemed for
Tribal purposes. To the extent permitted by Tribal regulations (Al'Maurii Khan Personnel Policies) and Federal law, violation of these standards of conduct shall provide penalties, sanctions or disciplinary actions.
Approved Vendors:
When tribal employees are selecting a vendor to purchase goods or services, the employee should Consider the following factors: a. Competitive Price
b. Responsible Supplier
c. Minority, Small, or Indian Business
d. Locally-Owned Business
e. Quality of Product
f. Proof of Insurance (When Contracting)

None of these reasons alone is sufficient justification to use a sole source vendor. Employees should select a vendor who meets a majority of the above stated criteria, if economically feasible. An employee should obtain at least two (2) price quotations for all goods and services. This is not cost justified in the case of relatively small dollar purchases or in the situation where a number of employees are acquiring similar goods such as supplies, services, the qualitative difference between firms and offers are equally, if not more, important than the final price.

In cases where a vendor has been removed from the approved tribal "vendor" list, for poor service, or due to lack of compliance with the approved Tribal purchase regulations (e.g. Continually allowing programs to exceed the "Purchase Not to Exceed" amount stated on the approved purchase order. –OR- Continually allows employees to purchase goods and services, under the Tribal name, without an approved purchase order or proper tribal officials signatures authorizing the purchase. –OR- The vendor has been known to give employees kickbacks. Etc.); the Accounting Department may require the employee to use another vendor for his or her purchase.

Selection Procedures

I Small Purchases under $500

The Program Coordinator may select the supplier of goods or services without the need to obtain more than one price quote.

II. Small Purchases over $500 and under $25,000

The Program Coordinator must obtain at least three price quotations for goods and services. Verbal price quotations may be used for purchases of $500 to $1,000. Documentation must be provided showing a list of vendors contacted and amount specified by each vendor must be attached to the purchase order when submitting it for approval. Written price quotations are required whenever the purchase exceeds $1,000. Written confirmation from the supplier must indicate that the goods or services meet the minimal essential characteristics and standards necessary to conform to the intended use, as well as the intended terms of delivery and payment.

In the case of good and services which, by their nature, are not readily selected on the basis of price only, competitive or non-competitive negotiation should be used.

III. Competitive Sealed Bids

Sealed bids are required for all purchases over $25,000 and should be considered for less expensive procurement when, in the opinion of the Coordinator, it would be in their beat interest to use this procedure.

Sealed bids are publicly solicited and a firm-fixed price contract is awarded to the responsible bidder whose bid, meets the terms and conditions of the Invitation for Bids. Appropriate conditions must be present in order for formal advertising to be feasible, including, as a minimum:

a. A complete, adequate and realistic specification or purchase description is available.
b. Three (or more) responsible suppliers are willing and able to compete effectively for the Tribe's business.
c. The procurement lends itself to a firm or fixed price contract, and selection of the successful bidder can be made principally on the basis of price.

The following requirements must apply:

a. The invitation for Bids must be publicly advertised.

Note: The Procurement Officer must insure that each Invitation to Bids is thoroughly reviewed prior to its issuance to detect and correct discrepancies or ambiguities which would limit competition or result in the receipt of non-responsive bids.

b. Bids must be solicited from an adequate number of known suppliers in a sufficient amount of time prior to the date set for the opening of the bids.

Note: Bidding time must not be less than twenty (20) calendar days when procuring standard commercial article for service.

c. The Invitation for Bids must clearly define the items or services needed in order for potential bidders to properly respond to the invitation for bids.

d. All sealed bids must be received by the Executive Secretary and must be properly marked "Sealed Bid" on the outside of the envelope to ensure the bid will not be opened prior to the time of public opening. The time and date of receipt must be acknowledged. For the safeguarding of bids, all bids will remain unopened in a locked file until the specified time for the bid opening.

e. All bids will be opened publicly at the time and place stated in the Invitation for Bids. Note: When bids are opened the following steps should be taken:

1) All bids will be read aloud to persons present. If it is impracticable to read the entire bid, the total amount of the bid, and relevant factors, will be read.

2) The bid opening date, general description of the procurement items(s), service(s), names of the bidders, price bid and other information required for bid evaluation. Will be recorded, except in the case of classified procurement, and will be available for public inspection.

f. The successful bidder on a firm-fixed price contract award will be notified by written notice within ten (10) calendar days following the acceptance of the bid.

g. All provisions of the Invitation for Bids, must be clearly and accurately set forth in the award document, since the award is an acceptance of the bid and the bid and award constitute the contract.

h. All unsuccessful bidder must be notified within ten (10) calendar days following the rejection or acceptance, of one or more of the bids received.

i. Any or all bids may be rejected when in the best interest of the Tribe.

IV. Competitive Negotiation

In competitive negotiation, proposals are requested from a number of sources and negotiations are normally conducted with more than one of the sources submitting offers, and either a fixed-price or cost-reimbursable type contract is awarded. Competitive negotiation may be used if conditions are not appropriate to use "Small Purchases Over $500 and Under $25,000" procedures or "Competitive Sealed Bid" procedures. If competitive negotiation is used for procurement, the following requirements shall apply: a. The decision to use competitive negotiation must be jointly made by the Program Coordinator and Department Head.

b. Requests for proposals must be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement.

c. Request for proposals must identify all significant evaluations factors.

d. The Program Coordinator must provide mechanisms for technical evaluation of the proposals received and the evaluation of competence of the vendors.

e. The Program Coordinator and Department Head will jointly select the vendor whose proposal will be most advantageous to the procuring party, price and other factors will be considered.

f. All unsuccessful vendors must be notified within ten (10) calendar days following the rejection, or acceptance, of one or more, of the proposals received.

Note: Upon request, unsuccessful vendors whose prices were lower than those of the contractor which received the award shall be furnished the reason why their proposals were not accepted.

Under no circumstances shall the vendor's cost breakdown, profit, overhead rates, trade secrets, or other confidential business information be disclosed to any other negotiated vendor.

Note: Competitive negotiations procedures may be used for the procurement of professional services in which the competitors qualifications are evaluated and the most qualified competitor is selected.

V. Non-Competitive Negotiation

Non-competitive negotiation is procurement through solicitation of a proposal from only one source or, after solicitation of a number of sources, competition is determined inadequate. Noncompetitive negotiation may be used when the award of a contract is infeasible under small purchase, competitive bidding (formal advertising) or competitive negotiation procedures.

Circumstances under which a contract may be awarded by non-competitive negotiation are limited to the following:

a. The item is available on from a single source.
b. Competitive solicitation is not required in a public emergency when the requirement will not permit delay.
c. The grantor agency authorized non-competitive negotiation: or
d. After solicitation of a number of sources, competition is determined inadequate. The use on non-competitive negotiation requires the joint approval of the Program Coordinator and Department Head.

Use of this method of procurement is limited to circumstances outlines in OMB A-102. The Department Head must maintain records in detail to comply with the above selection procedures; examples would be written quotations, written approval from the Program Coordinator in the case of competitive and non-competitive negotiation, and the rationale for the contractor selection or rejection.

Documentation of Procurement

Once the vendor/contractor has been selected, the procurement is finalized by a contract and evidence by issuance, and approval, of a purchase order. Two copies of contracts can be used.

a. Fixed-Price
b. Cost-Reimbursable

With a fixed-price contract, the contract price and scope of work is set at the time of the award, and the work must be performed for that price. Cost-reimbursable contracts take two basic forms; cost or labor hour. Under the cost type, the contractor bills the Tribe for actual cost incurred plus a fixed fee. Under labor hour contracts, billings are presented in terms of actual hours worked, by rates set forth in the contract.

There is a significant distinction between fixed-price and cost reimbursable contracts. Under a fixed-price contract, the contractor must complete the work called for irrespective of the accuracy of his/her initial estimate of cost or effort involved. Under cost-reimbursable contracts, however, the dollar magnitude of the effort is considered to be an estimate only, and the contractor is under no obligation to incur cost or to expend man hours beyond those set forth in the contract without an appropriate increase in the contract value.

The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used. Generally, if the total cost contemplated is less than $10,000, the Tribe may elect to award the work or purchase by use of a purchase order rather than a contract. However, purchase of goods and services using the selection procedures of competitive sealed bids, competitive negotiation and non-competitive negotiation will require the use of a contract. If the contract is

less than $10,000, the form and content is determined by the two parties to the contract. If the contract is in excess of $10,000 ($2,000 in the case of certain construction contracts), the following conditions must be present:

a. Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

b. All contracts in excess of $10,000 shall contain suitable provisions for termination by the contractor / grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall state the conditions upon which a contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

c. All contracts awarded in excess of $10,000 by grantees and their contractors or subgrantees shall contain a provision requiring compliance with "Equal Employment Opportunity" provision of the Department of Labor Regulation (41 CFR, Part 60).

d. All contracts and sub-grants for construction or repair shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 USC 874) as supplement in Department of Labor regulations (29 CFR, Part 3). The Act provides that each contractor or sub-grantee shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he/she is otherwise entitled. The grantee shall report all suspected or reported violations to the grantee agency.

e. When required by the Federal Grant Program Legislation, all construction contracts in excess of $2,000 awarded by grantees and sub-grantees shall include provisions for compliance with the Davis-Bacon Act (40 USC 276a to a-7) as supplemented by the Department of Labor regulations (29 CFR, Part5). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay not less often than once a week. The grantee shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The grantee shall report all suspected or reported violations to the grantor agency.

f. Where applicable, all contracts awarded by grantees and sub-grantees in excess of $2,000 for construction contracts and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers shall include a provision for compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by the Department of Labor regulation (29 CFR, Part 5). Under Section 103 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of standard work day of 8 hours and a standard work week of 40 hours. Work in excess of the standard work day or work week is permissible provided that the worker is compensated at a rate of not less the 1-1/2 times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or 40 hours in the work week. Section 107 or the Act is applicable to construction work and provides the no laborer or mechanic shall be require to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his/her health and safety as determined under construction, safety and health standards promulgated by the Secretary of Labor. These requirements do not apply to purchases of supplies, materials, articles ordinarily available on the open market or contracts for transportation or transmission of intelligence.

g. The contract shall include notice of grantor agency requirements and regulations pertaining to reporting the patents rights under any contract involving research, developmental, experimental, or demonstration work with respect to any discovery or invention which arises or is developed in the course of or under such contract and grantor agency requirements and regulations pertaining to copyrights and rights in data.

h. All negotiated contracts (except those awarded by small purchase procedures) awarded by grantees shall include a provision to the effect that the grantee, the Federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to that contract for the purpose of making audit, examination, excerpts and transactions.

i. Contracts, sub-contracts and sub-grants of the amounts in excess of $100,000 shall contain a provision which requires compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air act (42 USC 1857 (h)), Section
508 of the Clean Air Act (33 USC 1368) and the Environmental Protection Agency Regulations (40 CFR, Part 15), which prohibit the use under nonexempt Federal contracts, grants or loans of facilities. The provision shall require reporting of violations to the grantor agency and to the USEPA Assistant Administrator for Enforcement (EN- 329).

j. Contract shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (P. L. 94-163).

# CHAPTER 1000 ESTABLISHMENT AND OPERATION OF THE AL'MAURII KHAN TRIBAL POLICE COMMISSION.

**SECTION 1000.1 PURPOSE**

The purpose behind the creation of a Tribal Police Commission is to provide oversight of tribal police operations, approve policy and procedure, assist in the tribal budgeting process where necessary, and provide direction for the police force. The safety and security of the Al'Maurii Khan Tribe requires a full time professional police force to operate on reservation with the cooperation of the membership, local community, Tribal leadership, state, county and neighboring communities. Effective oversight and communication concerning all aspects of the police force operations is essential. It is critical that day to day operations be kept separate and distinct from the oversight of the operation of the police departments and that the interjection of political influences be kept out of the operation of the tribal police force.

**SECTION 1000.2 SCOPE.**

This ordinance is applicable to Al'Maurii Khan Tribal Police Commission as it relates to the oversight responsibility of the Al'Maurii Khan Police Departments.

**SECTION 1000.3 AUTHORITY.**

This ordinance is enacted pursuant to Article VI, Section 1(m) and (q) of the Constitution and Bylaws of the Al'Maurii Khan.

**SECTION 1000.4 SEVERABILITY.**

If any portion of this ordinance is found to be invalid for any reason, the remaining portions of this ordinance shall remain in effect.

**SECTION 1000.5 ESTABLISHMENT AND COMPOSITION.**

(a) Establishment of Police Commission.

The Al'Maurii Khan Tribe hereby establishes an entity to be known as the Al'Maurii Khan Tribal Police Commission whose sole purpose shall be to oversee the conduct and operations of the Al'Maurii Khan Police Force. (b) Composition of Police Commission

The Commission shall consist of seven permanent members. One member shall be retired and or former law enforcement, whom shall hold a permanent seat on the commission and shall be non-voting members of the commission, unless determined otherwise by tribal council. The Six remaining members shall be Al'Maurii Khan Tribal members appointed by the Tribal Council to serve a five year term. Tribal non-permanent seats shall be set at two year intervals so that the terms of all non-permanent members do not expire at the same time. Tribal appointees shall be eligible for reappointment. Members of the police commission may not simultaneously serve as members of any other law enforcement agency. Tribal member appointees must reside within the exterior boundaries of the Al'Maurii Khan Reservation and be at least twenty-one years of age.

(c) The Tribal Marshal for the Al'Maurii Khan Nation shall also provide guidance to the Al'Maurii Khan Tribal Police Commission in order ensure that the rights of all parties subject to the tribal laws and or whom maybe subject to arrest or detention as a result of any violation of any Tribal, State, Federal, or local laws are protected in accordance with applicable Tribal law and International law.

**SECTION 1000.6 REMOVAL.**

Members of the police commission may be removed by the Tribal Council for serious misconduct. Members shall not be removed except after given a fair and impartial hearing including the opportunity to respond to and rebut specific allegation or allegations of misconduct. Members

facing removal shall be afforded due process including the right to present reliable evidence and witnesses, confront adverse witnesses with cross-examination and be represented by counsel at no expense to the Tribal Nation. An affirmative vote of at least five Tribal Council members after the close of a hearing is required to remove a member of the police commission.

**SECTION 1000.7 SUBSTITUTIONS.**

If a member to the police commission is removed, resigns or is otherwise no longer a member of the commission, he or she shall be replaced by his or her successor in the case of a permanent member, or reasonable substitute at the discretion of the Tribal Council if necessary, or succeeded by a new appointment by the Tribal Council. When applicable, new appointees appointed pursuant to this section shall serve out the original term of their predecessor.

**SECTION 1000.8 EXPENSES/STIPENDS.**

Members of the police and fire commission are authorized reimbursements for costs associated with official police business and shall be paid reasonable stipends. The Tribal Council shall authorize a sufficient amount of funding to meet the budgeted needs of the police commission.

**SECTION 1000.9 REPORTS.**

The police commission shall be invited to meet with the Tribal Council at least once per year and from time to time as necessary so as to report any information deemed important.

**SECTION 1000.10 OVERSIGHT POWERS AND DUTIES.**

A. Oversight

It shall be the duty of the police commission to meet at least quarterly, and more frequently if necessary so as to perform the following:

1. Review the Al'Maurii Khan Police Chief's quarterly reports to the police commission
2. Review all or selected police reports generated by the Al'Maurii Khan Police Department
3. Review any complaints lodged against the police department and take or direct any necessary action.
4. Direct corrective action to the Al'Maurii Khan Police Chief concerning any deficiencies that are apparent with the police department.
5. Ensure that the Al'Maurii Khan Tribal police department is acting in the best interests of the Tribal Nation and is performing its duties in the most professional and effective manner possible.
6. Review financial status quarterly.

B. Powers

B. The police commission shall have the following powers:

1. The authority to access the police department announced or unannounced.

2.The authority to review all department reports, records, financial documents, policies and procedures.

3.The authority to hire, fire and reappoint department personnel.

4.The authority to suspend and discipline all department personnel consistent with the appropriate personnel policies and procedures regulations.

5. The authority to grant pay increases, bonuses and promotions for department personnel.
6. The authority to review all delegated purchases by the departments and have approval authority for those purchases over $1,000.00.
7. The authority to review and revise department budget requests.
8. The authority to direct, review, and revise law enforcement grant applications for the departments.

9. The authority to review, revise and implement department policies and procedures so long as such policies and procedures are not inconsistent with the terms and conditions of any agreement entered into by the Tribal Nation on behalf of the department.

10. Subject to the approval of the Al'Maurii Khan Tribal Council, the authority to negotiate any necessary memorandums of agreement and understanding, contracts and insurance on behalf of the department.

11. The authority to conduct internal investigations of police misconduct or to hire outside experts to do the same.

12. The authority to grant or deny leave requests, approve or disapprove work time documentation, authorize any form of appropriate payment to department personnel.

13. The authority to be the final arbitrator in all fire and police department personnel issues to include grievances.

**SECTION 1000.11 BY-LAWS.**

The police commission shall operate under the procedures listed below but may establish by-laws and procedures for the operation of the organization not inconsistent with those set forth in this section.

1. A quorum shall consist of at least three members.
2. A tape recording of all official meetings shall be made and kept for a period of at least two years.
3. Official Meetings do not have to be noticed nor made public.
4. Official actions shall be carried or defeated by majority vote.
5. Roberts Rules of Order shall be generally followed at all official meetings.
6. Tape recordings of official meetings shall be provided to the Tribal Council upon demand but do not have to be provided to the public. The Tribal Council is empowered to release copies of the tape recordings or transcripts thereof to the public upon reasonable request. Reasonable and prudent attempts must be made to protect the privacy and safety of individuals concerned with the release of any tape recording or transcript requested under this ordinance.
7. A chair and vice-chair shall be selected from within the members to officiate at meetings.
8. A secretary shall be selected from within the members to be responsible for producing and maintaining records of official meetings, minutes and so forth.

# CHAPTER 1100 -HEALTH AND DISABILITY BENEFITS.

(WORKER'SCOMPENSATION)

**SECTION 1100.1 -PURPOSE.**

The Al'Maurii Khan Tribal Council may authorize the Tribe to offer health and/or disability insurance, including at its option, opting into the State of Florida's Worker's Compensation system, to all full time employees, as defined in the Al'Maurii Khan Personnel and Policy Manual, of the Al'Maurii Khan Tribe, including it'senterprises.

**SECTION1100.2 -EXCLUSIVE REMEDY.**

If the Tribe elects to offer health and disability benefits to Tribal Employees, such benefits shall be the sole and exclusive remedy for claims and compensation resulting from any work related injury or illness. If the Tribe elects to offer a comprehensive health insurance coverage to its employees for off-duty injury or illness, the benefits and coverage contained in the policy shall be the exclusive remedy for claims and compensation resulting for any non-work related injury or illness. If the Tribe opts not to offer health and/or disability insurance to its employees then there shall be no remedy available from the Tribe for injury sustained at the workplace.

**SECTION 1100.4 -DEFINITIONS.**

(1)This chapter may be referred to as the "Workers Compensation Ordinance" andallowances, recoveries and liabilities under this chapter constitute "Worker's Compensation".

(2)In the this chapter:

(a)"Compensation" means worker's compensation.

(b)"Injury" means mental or physical harm to an employee while working in the scope of their employment caused by accident or disease, and also means damage to or destruction if artificial members, dental appliances, teeth, hearing aids and eyeglasses, but in the case of hearing aids or eyeglasses, only if such damage or destruction resulted from accident which also caused personal injury entitling the employee to compensation therefor either for disability or treatment.

(c)"Order" means any decision, rule, regulation, direction, requirement or standard of the Tribal Council or Tribal Court.

**SECTION 1100.5 -CONDITIONS OF LIABILITY.**

(1)Liability under this chapter shall exist against any employer only where the following conditions concur:

(a)Where the employee sustains an injury.

(b)Where, at the time of the injury, both the employer and employee are subject to the provisions of this chapter.

(c)(1)Where, at the time of the injury, the employee is performing service growing out of and incidental to his or her employment.

(c)(2)Any employee going to and from his or her employment in the ordinary and usual way, while on the premises of the employer, or while in the immediate vicinity thereof if the injury results from an occurrence on the premises, any employee going between the employer's designated parking lot and the employer's work premises while on a direct route and in the ordinary and usual way or any firefighter or municipal utility employee responding to a call for assistance outside the limits of his or her village, unless that response is in violation of law, is performing service growing out of and incidental to employment.

(c)(3)An employee is not performing service growing out of and incidental to his or her employment while going to or from employment in a private group or employersponsored car pool, van pool, commuter bus service or other ride-sharing program in which the employee

participates voluntary and the sole purpose of which is the mass transportation of employees to and from employment. An is employee is not performing service growing out of and incidental to employment while engaging in a program designed to improve the physical well-being of the employee, whether or not the program is located on the employer's premises, if participation in the program is voluntary and the employee receives no compensation for participation.
(c)(4)The premises of the employer include the premises of any other person on whose premises the employee performs service.
(c)(5)To enhance the morale and efficiency of Tribal employees and attract qualified personnel to work for the Tribe, it is the policy of the Al'Maurii Khan Nation that the benefits of this chapter shall extend and be granted to employees in the service of the Tribe or any other employer acting as a payor of a Tribal National or any other Moor protected under the laws of the Tribe or International Labor Organization:
**(1)**Where the injury is not intentionally self-inflicted.(2)Where the accident or disease causing injury arises out of the employees employment.(3)Every employee whose employment requires the employee to travel shall be deemed to be performing service growing out of and incidental to the employee's employment at all times while on a trip, except when engaged in a deviation for a private or personal purpose. Acts reasonably necessary for living or incidental thereto shall not be regarded as such a deviation. Any accident or disease arising out of a hazard of such service shall be deemed to arise out of the employee's employment.(4)Members of the Tribal Council are covered by chapter when they are engaged in performing their duties as Tribal Council members including: (1)While performing services growing out of and incidental to their function as Tribal Council members;(2)While performing their official duties as members of committees or other official bodies created by the Tribal Council;(3)While traveling to and from the Chief Blackbird Center toto perform their duties as Tribal Council members; and(4)While traveling to and from any place to perform services growing out of and incidental to their function as Tribal Council members, regardless of where the trip originated, and including acts reasonably necessary for living are not deviations.
**(2)**Where such conditions exist the right to the recovery of compensation under this chapter shall be the exclusive remedy against the employer, any other employee of the same employer and the worker's compensation insurance carrier. This section does not limit the right of an employee to bring action against any co-employee for assault intended to cause bodily harm, or against a co-employee for negligent operation of a motor vehicle not owned or leased by the employer**.**
**(3)**Providing or failing to provide any safety inspection or safety advisory service incident to a contract for worker's compensation insurance or to a contract for safety inspections or safety advisory services does not by itself subject an insurer, an employer, insurance service organization to liability for damages for an injury resulting from providing or failing to provide the inspection or services.
**(4)**The right to compensation and the amount of the compensation shall in all cases be determined in accordance with the provisions of a tribal health and disability insurance policy in effect as of the date of the injury.
**(5)**If an employee of the Band, while working outside the territorial limits of this Band, suffers an injury on account of which the employee, or in the event of the employee's death, his or her dependents would have been entitled to the benefits provided by this chapter.
**SECTION 1100.6 -JOINT LIABILITY OF EMPLOYER AND CONTRACTOR.**

An employee shall not recover compensation for the same injury from more than one party. If the Tribe pays compensation to an employee it may recover the same from the other employer for whom the employee was working at the time of the injury if such contractor, subcontractor or other employer as defined herein above.

**SECTION 1100.7 -EMPLOYEE DEFINED.**

"Employee" as used in the chapter means:

(a)Every person, including all officials, in the service of the Tribe whether elected or under any appointment, or express contract of hire, and whether a resident or employed or injured within or outside the boundaries of the Reservation or Tribal lands. (b)Every member of the Al'Maurii Khan Police Department or Volunteer Fire Department or Ambulance Service.

(c)An independent contractor is not an employee of an employer for whom the independent contractor performs work or services if the independent contractor meets all of the following conditions:(1)Maintains a separate business with his or her own office, equipment, materials and other facilities.(2)Holds or has applied for a federal employer identification number with the federal internal revenue service or has filed business or self-employment income tax returns with the federal internal revenue service based on work or service in the previous year.(3)Operates under contracts to perform specific services or work for specific amounts of money and under which the independent contractor controls the means of performing the services or work.(4)Incurs the main expenses related to the service or work that he or she performs contract.(5)Is responsible for the satisfactory completion of work or services the he or she contracts to perform and is liable for a failure to complete the work or service.(6)Receives compensation for work or service performed under a contract on a commission or per job or competitive bid basis and not on any other basis.(7)May realize a profit or suffer a loss under contracts to perform work or service.(8)Has continuing or recurring business liabilities or obligations.(9)The success or failure of the independent contractor's business depends on the relationship of business receipts to expenditures.(10)The Tribal Council may by resolution, prescribe classes of volunteer workers who may, at the election of the person for whom the service is being performed, be deemed to be employees for the purposes of this chapter.(11)A juvenile performing uncompensated community service work as a result of a disposition ordered by the Al'Maurii Khan Tribal Court is considered an employee. No compensation may be paid to that employee for temporary disability during the healing period.(12)An adult performing uncompensated community service work under is considered an employee of the Tribe. No compensation may be paid to that employee for temporary disability during the healing period. (13)A prisoner of a county jail who is assigned to any program who performs compensated work for the Tribe is considered an employee of the Tribe (14)A participant in a trial job or on probation is considered an employee of the Tribe and shall receive benefits under this chapter from the date of hire so long as he or she is otherwise eligible under this chapter.

**SECTION 1100.8 -HEALTH BENEFITS.**

The Tribal Council, in its discretion may contract with an insurance carrier or offer a selfinsured health insurance benefit plan to its employees. The health insurance plan, if any, shall constitute the health benefit made available by theTribe to employees for work related injuries, injured workers.

**SECTION 1100.9 -TEMPORARY DISABILITY.**

The Tribal Council may, in its discretion, contract with an insurance carrier or offer a self-insured disability benefit to its employees. The disability plan, if any, shall constitute the health benefit made available by the Tribe to employees for disability compensation.

**SECTION 1100.10 -EARNINGS, METHOD OF COMPUTATION.**

The method of calculating disability payments shall be established by the Tribal Council and promulgated in the disability policy, if any, sponsored by the Tribe.

**SECTION 1100.11 -NOTICE OF INJURY, LACHES ELIGIBILITY FOR A CLAIM FOR COMPENSATION IS CONTINGENT UPON AN EMPLOYEE QUALIFYING FOR HEALTH COVERAGE AND/OR DISABILITY COMPENSATION.**

Criteria for qualification shall be approved by the Tribal Council and all benefits and eligibility requirements for compensation will be published and made widely available to all employees. At a minimum, the criteria shall include policies and procedures for timely notice from the employee to the Tribe of injury. The notice shall, at a minimum, include the date, time, nature of injury, and place of injury and any potential or actual witnesses to the injurious event. The notice shall be signed by the employee's supervisor. Further policies and procedures may be developed to supplement the above minimum requirements. Regardless of whether notice was received, if no payment of compensation, other than medical treatment or burial expense, is made, and no application is filed within 2 years from the date of the injury or death, or from the date of the employee or his or her dependent knew or ought to have known the nature of the disability and its relation to the employment, the right to compensation therefore is barred, except that the right to compensation is not barred if the employer knew or should have known, within the 2-year period, that the employee had sustained the injury on
which the claim is based. Issuance of notice of a hearing on the Tribe's own motion has the same effect for the purposes of this section as the filing of an application.

**SECTION 1100.13 -EXAMINATION; COMPETENT WITNESSES; EXCLUSION OF EVIDENCE; AUTOPSY.**

(1)(a)Whenever compensation is claimed by an employee, the employee shall, upon the written request of the Tribe or insurer, submit to reasonable examinations by physicians, chiropractors, psychologists, dentists or podiatrists provided and paid for by the Tribe or insurer. A claim may be denied if an employee refuses to submit to an examination under this paragraph.(1)(b)When compensation is claimed for loss of earning capacity the employee shall, on the written request of the Tribe, submit to reasonable examinations by vocational experts provided and paid for by the Tribe.(1)(c)The employee is entitled to have physician, chiropractor, psychologist, dentist or podiatrist provided by himself or herself present at the examination and to receive a copy of all reports of the examination that prepared by the examining physician, chiropractor, psychologist, podiatrist, dentist or vocational expert immediately upon receipt of those reports by the Tribe or insurer. The Tribe's written request for examination shall notify the employee of all of the following:(1)The proposed date, time and place of the examination and the identity and area of specialization of the examining physician, chiropractor, psychologist, dentist, podiatrist or vocational expert.(2)The procedure for changing the proposed date, time and place of the examination.(3)The employee's right to have his or her physician, chiropractor, psychologist, dentist or podiatrist present at the examination.(4)The employee's right to receive a copy of all reports of the examination that are prepared by the examining physician, chiropractor, psychologist, dentist, podiatrist or vocational expert immediately upon receipt of these reports by the employer or insurer.(1)(d)So long as the employee, after a written request from the Tribe or

insurer which complies with par. (c), refuses to submit to or in anyway obstructs the examination, the employee's right to begin or maintain any proceeding for the collection of compensation is suspended. If the employee refuses to submit to the examination after direction by the Tribe or in anyway obstructs the examination, the employee's right to the weekly indemnity which accrues and becomes payable during the period of that refusal or obstruction, is barred. Subject to paragraph (e):(4)Any physician, chiropractor, psychologist, dentist, podiatrist or vocational expert who is present at any examination under par. (a) may be required to testify as to the results thereof. (5)Any physician, chiropractor, psychologist, dentist or podiatrist who attended a worker's compensation claimant for any condition reasonably related to the condition for which the claimant claims compensation may be required to testify before the Tribal Council when it so directs.(6)Notwithstanding any chapter provisions except par. (e), any physician, chiropractor, psychologist, dentist or podiatrist attending a worker's compensation claimant for any condition or complaint reasonably related to the condition for which the claimant claims compensation may furnish to the employee, Tribe, insurer reports relative to a compensation claim.(7)The testimony of any physician, chiropractor, psychologist, dentist or podiatrist who is licensed to practice where he or she resides or practices in any state and the testimony of any vocational expert may be received in evidence in compensation proceedings.(1)(e)No person may testify on the issue of the reasonableness of the fees of a licensed health care professional unless the person is licensed to practice the same health care profession as the professional whose fees are the subject of the testimony.(2)(a)An employee who reports an injury alleged to be work-related or files an application for hearing waives any physician-patient, psychologist-patient or chiropractor-patient privilege with respect to any condition or complaint reasonably related to the condition for which the employee claims compensation. Any physician, chiropractor, psychologist, dentist, podiatrist, hospital or health care provider shall, within a reasonable time after written request by the employee, employer, worker's compensation insurer or Tribe or its representative, provide that person with any information or written material reasonably related to any injury for which the employee claims compensation.(2)(b)A physician, chiropractor, podiatrist, psychologist, dentist, hospital or health service provider shall furnish a legible, certified duplicate of the written material requested under par. (a) upon payment of the actual costs of preparing the certified duplicate, not to exceed the greater of 45 cents per page or $7.50 per request, plus the actual costs of postage. Any person who refuses to provide certified duplicates of written material in the person's custody that is requested under par. (a) shall be liable for reasonable and necessary costs including reasonable attorney fees.(3)(a)If 2 or more physicians, chiropractors, psychologists, dentists or podiatrists disagree as to the extent of an injured employee's temporary disability, the end of an employee's healing period, an employee's ability to return to work at suitable available employment or the necessity for further treatment or for a particular type of treatment, the Tribe may appoint another physician, chiropractor, psychologist, dentist or podiatrist to examine the employee and render an opinion as soon as possible. The Tribe shall promptly notify the claimant of this appointment.(3)(b)If the employee has not returned to work, payment for temporary disability shall continue until the terms regarding length of disability payments expires or the Tribe receives the opinion. The Tribe or its insurance carrier or both shall pay for the examination and opinion. The Tribe or insurance carrier or both shall receive appropriate credit for any overpayment to the employee.

**SECTION 1100.14 -RULES OF PROCEDURE; TRANSCRIPTS.**

(1)All testimony at any hearing held under this chapter shall be recorded by a recording machine.

**SECTION 1100.15 -SUBMISSION OF CLAIMS.**

All claims made by employees for compensation under this chapter shall be submitted to the Tribal Benefit Specialist whoshall review the claim for evaluation of eligibility of payment. The Tribal Benefit Specialist shall evaluate each claim for payment of benefits based on the eligibility criteria and available benefits established in this chapter and the health and disability plan which may be adopted by the Tribe. The Tribal Benefit Specialist shall promptly evaluate all claims and either pay out health and/or disability benefits to eligible employees or deny such claims. A complete explanation of benefits, or in the case of a denial of benefits statement shall be forwarded to the employee.

**SECTION 1100.16 -DISPUTES, PROCEDURE; NOTICE OF HEARING, WITNESSES, CONTEMPT; TESTIMONY,MEDICAL EXAMINATION.**

(1)(a)Employees who dispute either the amount and nature of the benefit offered, or are denied benefits by the Tribal Benefit Specialist shall file a dispute as outlined under this section. The Tribe may bring in additional parties by service of a copy of the application. The Tribe shall cause notice of hearing on the application to be given to each party interested, by service of such notice on the interested party personally or by mailing a copy to the interested party's last-known address at least 10 days before such hearing. In case a party in interest is located outside the state, and has no post-office address within this state, the copy of the application and copies of all notices shall be filed and sent by registered or certified mail to the last know post office address of such party. Such filing and mailing shall constitute sufficient service, with the same effect as if served upon a party located within this state. A hearing may be adjourned in the discretion of the Tribe, and hearings may be held at such places as the Tribe designates.(1)(b)In any dispute or controversy pending before the Tribe, the Tribe may direct the parties to appear before the Tribal Council for a conference to consider the clarification of issues, the joining of additional parties, the necessity or desirability of amendments to the pleadings, the obtaining of admissions of fact or of documents, records, reports and bills which may avoid unnecessary proof and such other matters as may aid in disposition of the dispute or controversy. After this conference the Tribal Council may issue an order requiring disclosure or exchange of any information or written material which it considers material to the timely and orderly disposition of the dispute or controversy. If a party fails to disclose or exchange within the time stated in the order, the Tribe may issue an order dismissing the claim without prejudice or excluding evidence or testimony relating to the information or written material. The Tribe shall provide each party with a copy of any order.(1)(c)All parties shall have the right to be present at any hearing, in person or by attorney, or any other agent, and to present such testimony as may be pertinent to the controversy before the Tribal Council.(1)(d)The contents of certified medical and surgical reports by physicians, podiatrists, surgeons, dentists, psychologists and chiropractors licensed in and practicing in this state and of certified reports by experts concerning loss of earning capacity presented by a party for compensation constitute prima facie evidence as to the matter contained in them, subject to any rules and limitations the Tribal Council prescribes. Certified reports of physicians, podiatrists, surgeons, dentists, psychologists and chiropractors, wherever licensed and practicing, who have examined or treated the claimant, and of experts, if the practitioner or expert consents to subject himself or herself to cross-examination also constitute prima facie evidence as to the matter contained in them. Certified reports of physicians, podiatrists, surgeons, psychologists and chiropractors are admissible as evidence of the diagnosis, necessity of the treatment and cause and extent of the disability. Certified reports by doctors of dentistry are admissible as evidence of the

diagnosis and necessity for treatment but not of disability. The record of a hospital or sanatorium in this state operated by any department or agency of the federal or state government or by any municipality, tribe, or of any other hospital or sanatorium in the State of Florida which is satisfactory to the Tribal Council, established by certificate, affidavit or testimony of the supervising officer or other person having charge of such records, or of a physician, podiatrist, surgeon, dentist, psychologist or chiropractor to be the record of the patient in questions, and made in the regular course of examination of such patient, constitutes prima facie evidence in any worker's compensation proceeding as to the matter contained in it, to the extent that it is otherwise competent and relevant. The Tribal Council may, by rule, establish the qualifications of and the form used for certified reports submitted by experts who provide information concerning loss of earning capacity. The Tribal Council may not admit into evidence a certified report of a practitioners or other expert or a record of a hospital or sanatorium that was not filed with the Tribal Council and all parties in interest at least 7 days before the date of the hearing, unless the Tribal Council is satisfied that there is good cause for the failure to file the report.(1)(e)The Tribal Council may, with or without notice to either party, cause testimony to be taken, or an inspection of the premises where the injury occurred to be made, or the time books and payrolls of the Tribe to be examined by any Tribal Council member examiner, and may direct any employee claiming compensation to be examined by a physician, chiropractor, psychologist, dentist or podiatrist. The testimony so taken, and the results of any such inspection or examination, shall be reported to the Tribal Council for its consideration upon final hearing. All ex parte testimony taken by the Tribal Council shall be reduced to writing and either party shall have opportunity to rebut such testimony on final hearing.(1)(f)Whenever the testimony presented at any hearing indicates a dispute, or is such as to create doubt as to the extent or cause of disability or death, the Tribal Council may direct that the injured employee be examined or autopsy be performed, or an opinion of a physician, chiropractor, dentist, psychologist or podiatrist be obtained without examination or autopsy, but an impartial, competent physician, chiropractor, dentist, psychologist or podiatrist designated by the Tribal Council who is not under contract with or regularly employed by the Tribe or Insurer. The expense of such examination shall be paid by the Tribe. The report of such examination shall be transmitted in writing to the Tribal Council and a copy thereof shall be furnished by the Tribal Council to each party, who shall have an opportunity to rebut such report on further hearing.(2)Any party, including the Tribal Council, may require any person to produce books, papers and records at the hearing by personal service of a subpoena upon the person.(3)A party's attorney of record may issue a subpoena to compel the attendance of a witness or the production of evidence. A subpoena issued by an attorney must be in substantially the same form as provided in the Al'Maurii Khan Tribal Code Section 115.1 and must be served in the manner provided in the Al'Maurii Khan Tribal Code Section 115.2. The attorney shall, at the time of issuance, send a copy of the subpoena to the appeal tribunal or other representative of the Tribe responsible for conducting the proceeding. (4)Any person who shall willfully and unlawfully fail or neglect to appear or testify or to produce books, papers and records as required, shall be fined not less than $25 nor more than $100.00 each day such person shall so refuse or neglect shall constitute a separate offense.(5)The right of an employee, the employee's legal representative or dependent to proceed under this section shall not extend beyond 12 years from the date of the injury or death or from the date that compensation, other than treatment or burial expenses, was last paid, or would have been payable if no advancement were made, whichever date is latest.(6)This section does not limit the time within which the Tribe may bring an action to recover benefits fraudulently obtained.(7)If an

employee or dependent shall, at the time of injury, or at the time the employee's or dependent's right accrues, be under 18 years of age, the limitations of time within which the employee or dependent may file application or proceed under this chapter, if they would otherwise sooner expire, shall be extended to one year after the employee or dependent attains the age of 18 years. If, within part of the last of any such period of limitation, an employee, the employee's personal representative, or surviving dependent be insane or active duty in the armed forces of the United States such period of limitation shall be extended to 2 years after the date that the limitation would otherwise expire. The provision hereof with respect to persons on active duty in the armed forces of the United States shall apply only where no applicable federal statute is in effect.(8)(a)Testimony or certified reports of expert witnesses on loss of earning capacity maybe received in evidence and considered with all other evidence to decide on an employee's actual loss of earning capacity. (8)(b)Except as provided in par. (c), the Tribal Council shall exclude from evidence, testimony or certified reports from expert witnesses under par. (a) offered by the party that raises the issue of loss of earning capacity if that party failed to notify the Tribal Council and the other parties of interest, at least 60 days before the date of the hearing, of the party's intent to provide the testimony or reports and of the names of the expert witnesses involved. Except as provided in par. (c), the Tribal Council shall exclude from evidence testimony or certified reports from expert witnesses under par. (a) offered by a party of interest in response to the party that raises the issue of loss of earning capacity if the responding party failed to notify the Tribal Council and the other parties of interest, at 45 days before the date of the hearing, of the party's intent to provide the testimony or reports and of the names of the expert witnesses involved.(8)(c)Unless otherwise agreed to by all parties, an injured employee shall file with the Tribal Council and serve on all parties at least 15 days before the date of the hearing an itemized statement of all medical expenses and incidental compensation claimed by the injured employee. The itemized statement shall include, if applicable, information relating to any travel expenses incurred by the injured employee in obtaining treatment including the injured employee's destination, number of trips, round trip mileage and meal and lodging expenses. The Tribal Council may not admit into evidence any information relating to medical expenses and incidental compensation claimed by an injured employee if the injured employee failed to file with the Tribe and serve onall parties at least 15 days before the date of the hearing an itemized statement of the medical expenses and incidental compensation claimed by the injured employee, unless the Tribal Council is satisfied that there is good cause for the failure to file and serve the itemized statement.

**SECTION 1100.17 -APPORTIONMENT OF LIABILITY.**

(1)If it is established at the hearing that 2 or more parties have each contributed to a physical or mental condition for which benefits would be otherwise due, liability for such benefits shall be apportioned according to the proof of the relative contribution to disability resulting from the injury.

(2)If after a hearing or a pre-hearing conference the Tribal Council determines that an injured employee is entitled to compensation but that there remains in dispute only the issue of which of 2 or more parties is liable for that compensation and one the parties is the Tribe, the Tribal Council may order the Tribe to pay is prorated share in an amount, time and manner as determined by the Tribal Council. If the Tribal Council later determines that another party is liable for compensation, the Tribal Council shall authorize the Tribe to seek reimbursement from the responsible party.

**SECTION 1100.18 -FINDINGS, ORDERS AND AWARDS.**

(1)(a)All parties shall be afforded opportunity for full, fair, public hearing after reasonable notice, but disposition of application may be made by compromise, stipulation, agreement or default without hearing.
(1)(b)Within 45 days after the final hearing and close of the record, the Tribal shall make and file its findings upon the ultimate facts involved in the controversy, and its order, which shall state its determination as to the rights of the parties. Pending the final determination of any controversy before it, the Tribal Council may in its discretion after any hearing make interlocutory findings, orders and awards which may be enforced in the same manner as final awards. The Tribal Council may include in its final award, as a penalty for noncompliance with any such interlocutory order or award, if it finds that noncompliance was not in good faith, not exceeding 25% of each amount which shall not have been paid as directed thereby.
(2)A party in interest may petition the Tribal Council for reconsideration of its decision awarding or denying compensation if the Tribal Council receives the petition within 21 days after the Tribal Council mailed a copy of the findings and order to the party's last known address. The Tribal Council shall dismiss a petition for reconsideration which is not timely filed unless the petitioner shows probable good cause that the reason for failure to timely file was beyond the petitioner's control. If no petition is filed within 21 days from the date that a copy of the findings or order is mailed to the last known address of the parties in interest, the findings or order shall be considered final.(2)(a)On its own motion, for reasons it deems sufficient, the Tribal Council may set aside any final order or award within one year the date of the order or award, upon grounds of mistake or newly discovered evidence, and, after further consideration, do any of the following:(2)Affirm, reverse or modify, in whole or in part, the order or award.(3)Reinstate the previous order or award.

**SECTION 1100.19 -EMPLOYEES CONFINED IN INSTITUTIONS; PAYMENT OF BENEFITS.**

In case an employee is adjudged insane or incompetent, or convicted of a felony, and is confined in a public institution and has dependents wholly dependent upon the employee for support a person, whose dependency is determined as if the employee were deceased, compensation payable during the period of the employee's confinement may be paid to the employee and the employee's dependents, in such manner, for such time and in such amount as the Tribal Council may determine.

**SECTION 1100.20 -JUDICIAL REVIEW.**

(1)(a)The findings of fact made by the Tribal Council acting within its powers shall, in the absence of fraud, be conclusive. The order or award granting or denying compensation, either interlocutory or final, whether judgment has been rendered on it or not, is subject to review only as provided in this section. Within 30 days after the date of an order or award made by the Tribal Council either originally or after the filing of a petition for reconsideration any party aggrieved thereby may be serving a complaint as provided in Al'Maurii Khan Tribal Code Chapter 111 and filing the summons and complaint with the clerk of the Al'Maurii Khan Tribal Court commence, in Tribal Court, an action against the Tribal Council for the review of the order or award, in which action the adverse party shall also be made a defendant. If the Tribal Court is satisfied that a party in interest has been prejudiced because of an exceptional delay in the receipt of a copy of any finding or order, it may extend the time in which an action may be commenced by an additional 30 days.
(1)(b)In such an action a complaint shall be served with an authenticated copy of the summons. The complaint need not be verified, but shall state the grounds upon which a review is sought. Service upon the Tribal Council or agent authorized by the Tribal Council to accept service

constitutes complete service on all parties, but there shall be left with the person so served as many copies of the summons and complaint as there are defendants, and the Tribal Court shall mail one copy to each other defendant.
(1)(c)The Tribal Council shall serve its answer within 45 days after the service of the complaint, and, within the like time, the adverse party may serve an answer to the complaint, which answer may, by way of counterclaim or cross complaint, ask for the review of the order referred to in the complaint, with the same effect as if the party had commenced a separate action for the review of the order or award referred to in the complaint, with the same effect as if the party had commenced a separate action for the review thereof.
(1)(d)The Tribal Council shall return to the court all of the documents and papers on file in the matter, and of all testimony which has been taken, and of the Council's order, findings and award. Executive sessions minutes shall not have to made available to any party. The action may thereupon be brought on for hearing before the court upon the record by either party on 10 days notice to the other; subject however, to the provisions of a law for a change of the place of trial or the calling in of another judge.
(1)(e)Upon such hearing, the court may confirm or set aside such order or award; and any judgment which may theretofore have been rendered thereon; but the same shall be set aside only upon the following grounds:1.That the Tribal Council acted without or in excess of it's powers.
2.That the order or award was procured by fraud.
3.That the findings off act by the Tribal Council do not support the order oraward by preponderance of the evidence presented before the Council.
(2)Upon the trial of any such action the court shall disregard any irregularity or error of the Tribal Council unless it is made to affirmatively appear that the plaintiff was damaged thereby.
(3)The record in any case shall be transmitted to the Tribe within 5 days after expiration of the time for appeal from the order or judgment of the court, unless appeal shall be taken from such order or judgment.
(4)Whenever an award is made against the Tribe, the General Counsel may bring an action for review thereof in the same manner and upon the same grounds as are provided by sub. (1).
(5)The commencement of action for review shall not relieve the Tribe from paying compensation as directed, when such action involves only the question of liability as between the Tribe and one or more insurance companies or as between several insurance companies.
(6)If the Tribal Council's order or award depends on any fact found by the Tribal Council, the court shall not substitute its judgment for that of the Council as to the weight or credibility of the evidence on any finding of fact. The court may, however, set aside the Tribal Council's order or award and remand the case to the Third Party Administrator or Tribal Benefits Specialist or if the Tribal Council's order or award depends on any material and controverted finding of fact that is not supported by credible and substantial evidence.

**SECTION 1100.21 -APPEAL FROM JUDGMENT ON AWARD.**

(1)Any party aggrieved by a judgment entered upon the review of any order or award may appeal therefrom within the time period specified in the Al'Maurii Khan Tribal Code.

**SECTION 1100.22 -FEES AND COSTS.**

No fees may be charged by the clerk of any circuit court for the performance of any service required by this chapter, except for the entry of judgments and certified transcripts of judgments. In proceedings to review an order or award, costs as between parties shall be in the discretion of the court.

**SECTION 1100.23 -THIRD PARTY LIABILITY.**

(1)The making of a claim for compensation against an employer or compensation insurer for the injury or death of an employee shall not affect the right of the employee, the employee's personal representative, or other person entitled to bring action, to make claim or maintain an action in tort against any party other than the Tribe for such injury or death, hereinafter referred to as a 3rdparty; nor shall the making of a claim by any such person against a 3rdparty for damages by reason of an injury affect the right of the injured employee or the employee's dependents to recover compensation. The employer or compensation insurer who shall have paid or is obligated to pay a lawful claim under this chapter shall have the same right to make claim or maintain an action in tort against any other party for such injury or death. If the Tribe pays or is obligated to pay a claim under this chapter the Tribe shall also have the right to maintain an action in tort against any other party for the employee's injury or death. However, each shall give to the other reasonable notice and opportunity to join in the making of such claim or the instituting of an action and to be represented by counsel.(2)No employee who is loaned by his or her employer to the Tribe and who makes a claim for compensation under this chapter may make a claim or maintain an action in tort against the Tribe who accepted the loaned employee's services.(3)No participant in a community service job sponsored by the Tribe or is provided worker's compensation coverage by a Florida works agency, as defined under Florida or applicable jurisdiction's law, and who makes a claim for compensation under this chapter may make a claim or maintain an action in tort against the Tribe.

**SECTION 1100.24 -OTHER INSURANCE NOT AFFECTED; LIABILITY OF INSURED EMPLOYER.**

(1)This chapter does not affect the right of the Tribe to insure in mutual or other companies against such liability or against the liability for the compensation provided for by this chapter.

(2)The Tribe may provide by mutual or other insurance, by arrangement with employees or otherwise, for the payment to those employees, their families, their dependents or their representatives, of sick, accident or death benefits in addition to the compensation provided under this chapter. Liability for compensation is not affected by any insurance, contribution or other benefit due to or received by the person entitled to that compensation.

(3)Unless an employee elects to receive sick leave benefits in lieu of compensation under this chapter, if sick leave benefits to the employee in an amount equal in value to the amount payable under this chapter. The combination of temporary disability benefits and sick leave benefits paid to the employee may not exceed the employee's weekly wage. (4)Payment of compensation under this chapter by either the Tribe or the insurance company directly to the employee or the person entitled to compensation is subject to the conditions of the policy.

**SECTION 1100.25 -DEPARTMENT FORMS AND RECORDS; PUBLIC ACCESS.**

(1)The Tribe shall print and furnish free to any employer or employee such blank forms as it shall deem requisite to facilitate efficient administration of this chapter; it shall keep such record books or records as it shall deem required for the proper and efficient administration of this chapter.

(2)(a)Except as provided in par. (b), the records of the Tribe related to the administration of this chapter are subject to inspection and copying.

(2)(b)Notwithstanding par. (a), a record maintained by the Tribe that reveals the identity of an employee who claims worker's compensation benefits, the nature of the employee's claimed

injury, the employee's past or present medical condition, the extent of the employee's disability, the amount, type or duration of benefits paid to the employee or any financial information provided to the Tribe is confidential and not open to public inspection or copying. The Tribe may deny a request made or refuse to honor a subpoena issued by an attorney of record in a civil or criminal action or special proceeding to inspect and copy a record that is confidential under this paragraph, unless one of the following applies:

1.The requester is the employee who is the subject of the record or an attorney or authorized agent of that employee. An attorney or authorized agent of an employee who is the subject of a record shall provide a written authorization for inspection and copying from the employee if requested by the Tribal Council for use pursuant to this Chapter.

2.The record that is requested contains confidential information concerning a worker's compensation claim and the requester is the Tribe or an insurance carrier or is a party to any worker's compensation claim involving the same employee or an attorney or authorized agent of that insurance carrier or Tribe, except that the Tribe is not required to do a random search of its records and may require the requester to provide the approximate date of the injury and any other relevant information that would assist the Tribe in finding the record requested. An attorney or authorized agent of a party to an employee's worker's compensation claim shall provide a written authorization for inspection and copying from the insurance carrier or employer if requested by the Tribe.

3.A court of competent jurisdiction orders the Tribe to release the record.

4.The requester is the subunit of the department that administers child and spousal support or a county child support agency, the request is made in accordance with applicable law and the request is limited to the name and address of the employee who is the subject of the record, the name and address of the employee's employer and any financial information about that employee contained in the record.

5.The federal or state department of revenue requests the record for the purpose of locating a person, or the assets of a person, who has failed to file tax returns, who has under reported taxable income or who is a delinquent taxpayer; identifying fraudulent tax returns; or providing information for tax-related prosecutions.

(3)TREATMENT REJECTED BY EMPLOYEE. Unless the employee shall have elected Christian Science treatment in lieu of medical, surgical, dental or hospital treatment, no compensation shall be payable for the death or disability of an employee, if the death be caused, or insofar as the disability may be aggravated, caused or continued by an unreasonable refusal or neglect to submit to or follow any competent and reasonable medical, surgical or dental treatment or, in the case of tuberculosis, by refusal or neglect to submit to or follow hospital or medical treatment when found by an independent medical doctor to be necessary. The right to compensation accruing during a period of refusal or neglect to submit to or follow hospital or medical treatment when found by a medical doctor to be necessary in the case of tuberculosis shall be barred, irrespective of whether disability was aggravated, caused or continued thereby.

**SECTION 1100.26 -MAXIMUM LIMITATIONS.**

The maximum allowable benefits under this Chapter available to employees, if any, shall be outlined in the disability policy designated by the Tribe to be the disability policy for this Chapter.

**SECTION 1100.27 -BENEFITS PAYABLE TO MINORS; HOW PAID.**

Compensation and death benefit payable to an employee or dependent who was a minor when the employee's or dependent's right began to accrue, may, in the discretion of the department, be ordered paid to a bank, trust company, trustee, parent or guardian, for the use of such employee or dependent as may be found best calculated to conserve the employee's or dependent's interests. Such employee or dependent shall be entitled to receive payments, in the aggregate, at a rate not less than that applicable to payments of primary compensation for total disability or death benefit as accruing from the employee's or dependent's 18th birthday.

**SECTION 1100.28 -DEATH BENEFIT.**

Where death proximately results from the injury and the deceased leaves a person wholly dependent upon him or her for support, the death benefit if obtained by the Tribe shall be limited to the amount specified in the policy for this purpose.

**SECTION 1100.29 -BURIAL EXPENSES.**

In all cases where death of an employee proximately results from the injury, the Tribe may provide burial expense insurance in which case the Tribe, through its insurer shall pay the reasonable expense for burial in the amount specified in the policy obtained by the Tribe.

**SECTION 1100.30 -DECREASED COMPENSATION.**

If injury is caused by the failure of the employee to use safety devices which are provided in accordance with any statute or lawful order of the Tribe and are adequately maintained, and the use of which is reasonably enforced by the Tribe, or if the injury results from the employee's failure to obey any reasonable rule adopted and reasonably enforced by the Tribe for the safety of the employee by alcohol beverages, as defined in the local laws, or use of a controlled substance, as defined in local laws, or a controlled substance analog, as defined in local laws, the compensation provided in this chapter shall be reduced 15% but the total reduction may not exceed $15,000.

**SECTION 1100.31 – EMPLOYER DEFINED.**

(1) "Employer" as used in this Chapter includes the Tribe as described herein. It includes any entity or establishment seeking performance of any Tribal National without or with a work permit from the Tribe to perform said services.

(2) The term "employer" means a person engaged in an industry affecting commerce who has twenty or more employees for each working day in each of twenty or more calendar weeks in the current or preceding calendar year: The term also means (a) any agent of such a person, and (b) a State or political subdivision of a State and any agency or instrumentality of a State or a political subdivision of a State, and any interstate agency.

(3) It includes "Payors" owing or satisfying a privileged debt owed to any Tribal National.

**SECTION 1100.32 -SOVEREIGN IMMUNITY.**

By enacting this ordinance the Tribe in no way waives its inherent sovereignty and with all rights and privileges, including but not limited to sovereign immunity.

# CHAPTER 1400 -- REGULATION OF TRAFFIC AND CONTROL OF PARKING AND PARKING AREAS ON THE AL'MAURII KHAN RESERVATION.

**SECTION 1400.01 - PURPOSE.**

The purpose of this Ordinance is to protect the public health, safety and welfare of Al'Maurii Khan Reservation residents and visitors by regulating vehicular traffic and parking and activities located on tribally controlled parking areas.

**SECTION 1400.02 - AUTHORITY.**

This Ordinance is adopted pursuant to the Al'Maurii Khan Constitution Article VI, § 1(q).

**SECTION 1400.03 - EFFECTIVE DATE**.

This Ordinance shall take effect upon its adoption by resolution by the Tribal Council.

**SECTION 1400.04 - CONSTRUCTION.**

This Ordinance shall be interpreted to comport with the customs and traditions of the Al'Maurii Khan Tribal Nation of the Moors.

**SECTION 1400.05 - DEFINITIONS.**

For purposes of this Ordinance, the following definitions shall apply:

(a) "Loading Zone" means any designated area in the immediate vicinity of a tribal building dedicated to free access for the shipping and receiving of freight and identified as such by sign or marking paint.

(b) "No Parking Zone" means any area designated as a no parking area or no parking zone and identified as such by sign or marking paint.

(c) "Handicapped Parking" means any space dedicated to parking for vehicles bearing special registration plates (i.e., handicapped plates) or a special identification card, and identified as "Handicapped Parking" by sign or marking paint.

(d) "Vehicle used by a physically disabled person" means a Tribal Conveyance bearing special registration plates (i.e., handicapped plates) or a special identification card issued by a State or Tribe pursuant to State or Tribal law for use by a physically disabled person. (e) "Tribal Building" means any building on the Al'Maurii Khan Reservation owned by the Tribal Government, as well as any adjacent parking area.

(f) "Visitor Parking" means any pre-designated parking space in any Tribal Government parking area identified with a sign indicating "Visitor Parking".

(g) "Visitor" means any person who is not employed by the Al'Maurii Khan Tribal Government.

(h) "Vehicle" means every device in, upon or by which any person or property is or may be transported or drawn upon a highway. Motorcycles, mopeds, as well as all-terrainvehicles are also included in this definition. Snowmobiles are vehicles only for purposes of §§ 1400.07-.08.

(i) "Boot" means a device utilized to disable a vehicle that is illegally parked and render it immovable until a removal fee is paid.

(j) "Parking Area" means the parking areas adjacent to the following tribal buildings; Chief Blackbird center, Community Center, Casino, Moccasin Trails Grocery Store, gas Station and Convenience Store, Wake House, Elderly Center, Youth Center, Housing, Administration Building, Fire Hall, Pow Wow Grounds,

(k) "Alcohol" means any beverage made with ethanol or grain alcohol including, but not limited to; beer, wine, and hard liquor.

**SECTION 1400.06 - SEVERABILITY AND NON-LIABILITY.**

(a) If any section, provision or portion of this Ordinance is adjudged to be unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be effected thereby.

(b) The Tribe declares that there is no liability on the part of the Tribe, its agencies, agents, or employees for any damage which may occur as a result of reliance upon or conformance with this Ordinance.

**SECTION 1400.07 - PARKING PROHIBITED IN CERTAIN SPECIFIED PLACES.**

No person shall stop or leave any vehicle standing in any of the following places, except temporarily for the purpose of and while actually engaged in loading or unloading, or in receiving or discharging passengers and while the vehicle is attended by a licensed operator so that it may promptly be moved in case of an emergency or to avoid obstruction of traffic:

(a) In a loading zone, unless authorized to load or unload freight, or unless holding a special parking permit issued under § 1400.09; b Within 10 feet of a fire hydrant, unless a greater distance is indicated by an official traffic sign;

(a) With-in four feet of the entrance to an alley or a private road or driveway;

(b) Closer than 15 feet to the near limits of a crosswalk;

(c) In a no parking zone or no parking area, unless holding a special parking permit issued under § 1400.09; or

(f) In a visitor parking area, unless a visitor.

**SECTION 1400.08 - STOPPING OR PARKING PROHIBITED IN PARKING SPACES RESERVED FOR HANDICAPPED PARKING.**

(a) By enacting this section, the Tribe intends to ensure that people who are physically disabled have clear and reasonable access to public places. The Tribe therefore urges those responsible for enforcement of this section to do so vigorously and to see that all violations are promptly prosecuted

(b) Except for a vehicle used by a physically disabled person , no person may park, stop or leave standing any vehicle, whether attended or unattended and whether temporarily or otherwise, upon any portion of a street, highway or parking facility reserved, by official traffic signs indicating the restriction, for vehicles displaying special registration plates (i.e., handicapped plates) or a special identification card.

**SECTION 1400.09 - SPECIAL PARKING PERMIT.**

(a) Any person who desires to park in a no parking zone or loading zone, either because they are towing a trailer, boat, or other object that won't allow them to park in one of the normal parking spots, or because they have business to conduct in a Tribal building which will require them to park for less than fifteen minutes at a time, shall apply to the Facilities Manager for a permit to do so.

(b) Applications for said special parking permits shall be obtained from the Facilities Manager, and shall include:

(1) The name, address and drivers license number of the applicant;

(2) The make, model, year and license plate number of the vehicle which will be parked using the permit;

(1) The reason why the special parking permit is needed; and

(2) A permit processing fee of Ten Dollars ($10.00).

(c) Under no circumstances shall an individual holding a special parking permit issued under this section, park in a handicapped parking spot unless they are also in possession of a handicapped license plate or window card.

**SECTION 1400.10 - TERM OF PERMIT.**

Special parking permits issued under this Ordinance shall be valid for a period of six (6) months.

**SECTION 1400.11 - DISPLAY OF PERMIT.**

Any person issued a special parking permit shall display said permit in the vehicle in question so as to make the permit visible to enforcement personnel.

**SECTION 1400.12 - SPEED RESTRICTIONS.**

(a) Reasonable and prudent limit. No person shall drive a vehicle at a speed greater than is reasonable or prudent under the conditions and having regard for the actual and potential hazards then existing. The speed of a vehicle shall be so controlled as may be necessary to avoid colliding with any object, person, or vehicle.

(a) Conditions requiring reduced speed. The operator of every vehicle shall, consistent with the requirements of sub. (a), drive at an appropriate reduced speed when approaching and crossing an intersection or railway grade crossing, when approaching and going around a curve, when approaching a hillcrest, when traveling upon any narrow or winding roadway, when passing school children, road construction, maintenance workers or other pedestrians, and when special hazards exist with regard to other traffic or by reason of weather or highway conditions.

(c) Fixed limits. In addition to complying with the speed restrictions imposed by subs. (a) and (b), no person shall drive a vehicle at a speed in excess of the posted speed limit on any roadway within the boundaries of the Al'Maurii Khan Reservation, or in any parking lot adjacent to a Tribal Building.

**SECTION 1400.13 - CONSUMPTION OF ALCOHOL ON TRIBAL PARKING AREAS.**

It shall be a violation of this ordinance for anyone to consume alcohol on any tribal parking area.

**SECTION 1400.16 - ENFORCEMENT.**

Any Tribal law enforcement officer may issue a citation to any Tribal member or nonmember if the Tribal Warden or Tribal law enforcement officer reasonably believes that such person has breached a provision of this Ordinance.

**SECTION 1400.17 - PENALTIES.**

Any person who violates the provisions of this Ordinance shall be subject to the following penalties:

(a) Any person violating a provision of § 1400.07 shall be required to forfeit $10.00 for a first offense, $20.00 for a second offense and $100.00 for a third or subsequent offense within a two year period.

(b) Any person violating § 1400.08 shall be required to forfeit $50.00 for a first offense, $100.00 for a second offense and $200.00 for a third or subsequent offense within a two year period.

(c) Any person violating a provision of §§ 1400.07-.08 shall also be subject to the placement of a Boot on their vehicle. A removal fee of $10.00 shall be paid before the Boot will be removed. Said removal fee shall be in addition to any forfeiture under sub. (a) or (b) above.

(d) Any person violating § 1400.12(a) or (b) shall be required to forfeit not less than $50.00 nor more than $100.00 for a first offense and not less than $100.00 nor more than $200.00 for a second or subsequent offense within a year.

(e) Any person violating § 1400.12(c) shall be required to forfeit the following:

(1) $50.00 for 1- 10 miles-per-hour over the speed limit;

(2) $62.00 for 11-14 miles-per-hour over the speed limit; (3) $74.50 for 15-20 miles-per-hour over the speed limit;
(4) $86.00 for 21-25 miles-per-hour over the speed limit;
(5) $100.00 for 26-30 miles-per-hour over the speed limit; and
(6) Not less than $200 nor more than $300 for more than 31 miles-per-hour over the speed limit.

(f) In addition to the forfeiture listed in sub. (e), any person violating § 1400.12(c) who has had a previous violation of any provision of § 1400.12 with-in the past year shall also forfeit an additional $20.00.

(g) Any person violating § 1400.13 shall be required to forfeit not less that $50.00 and not more than $1000.00.

(h) In addition to any forfeiture or removal fee for violating any provision of this ordinance, persons in violation of this ordinance may be subject to loss of tribal benefits including:

**SECTION 1400.18 - JURISDICTION.**

Jurisdiction is hereby conferred upon the (JSAAJC) JUS SANGUIN AMERIQUEN ABORIGINE JUSTICE CENTER over all matters related to the enforcement of this Ordinance.

# CHAPTER 1500 -AL'MAURII KHAN NATION TRAVELERS PERMIT & MOTOR VEHICLE ORDINANCE TO PROTECT OUR RIGHT TO FREEDOM OF MOVEMENT.

## SECTION 1500.1 - INTRODUCTION

This ordinance of the Al'Maurii Khan Nation Tribal Code Chapter 1500 is enacted by the Al'Maurii Khan Nation to provide for the establishment of standards for the issuance of TRAVELERS PERMITS, registration of motor vehicles, the establishment of lawful regulations for the operation of motor vehicles and other related purposes inclusive of and not limited to protection of Our right to freedom of movement unmolested by prejudices against Our tribal community.

## SECTION 1500.2 - PURPOSE

The Al'Maurii Khan Nation Support Council of the Al'Maurii Khan Nation finds that the possession and usage of any Moorish American Identification Card, Allodial identification, et al. cards bearing evidence of security through the Right to Travel or any other applicable laws by any Tribal member and or the issuance of motor vehicle license plates, tribal identity cards, et al. documents evidencing the bearer is a Safe Motor Vehicle Operator within the boundaries of Our ancestral lands has a direct effect on the political integrity, economic security and health and welfare of our people, specifically Al'Maurii Khan Tribal Citizens. It is important that our vessels come under the same sign and signal to secure pass amidst the several States and or settled lands called federal districts in accordance with treaty provisions. Pursuant to the inherent, Clan Mother powers of the Al'Maurii Khan Nation to exercise civil regulatory authority in such matters and pursuant to the authorities vested in the Al'Maurii Khan Nation Support Council, the Al'Maurii Khan Nation Support Council has enacted this Al'Maurii
Khan Nation Tribe Ordinance regulating motor vehicle licensing through the issuance of
Travelers Permits to Our people within the exterior boundaries of the North American
Continent, which is considered to date aboriginal lands of Northwest Amexem, Turtle Island, Al Maghrib al aqsa – the old Moorish Empire in accordance with standards described by the American Association of Motor Vehicle Administrators. By this Ordinance we, through the Ministry of Motor Vehicles, do also grant full faith and credit to the Moorish American Identification Card, Allodial identification, et al. cards bearing evidence of security through the Right to Travel or any other applicable laws by any Tribal member.

## SECTION 1500.3 - APPLICATION

The provisions of the Al'Maurii Khan Nation Motor Vehicle Ordinance Chapter 1500 shall apply to vehicle owners who are enrolled members (denizens) and or tribal nationals of the Al'Maurii Khan Nation and who reside or are domicile within the exterior boundaries of the Al'Maurii Khan Nation Reservation, inclusive of aboriginal lands occupied by U.S. Instrumentalities, and to vehicles owned and operated by the governing body of the Al'Maurii Khan Nation.

(a) Moors, Moorish Americans, and other aborigine Americans seeking application for licensing under this subsection may be entitled to receive a travelers permit after thorough review, which may include local and Federal background checks, to name the least.

(b) Al'Maurii Khan Nation Support Council reserves the right to deny applications to non-citizen/members at will.

## SECTION 1500.4 - AUTHORITY

This ordinance is enacted pursuant to Article VI, Sections 1(a – b) (j – k) and (o – q) (s – v) and Article VII Section 9 of the Constitution of the Al'Maurii Khan Nation of Moors.

**SECTION 1500.5 - DEFINITIONS**

In this Ordinance the following words and phrases have the designated meanings unless a different meaning is expressly provided or the content clearly indicates a different meaning. For the purpose of effectuating the terms of this Ordinance, any terms not defined herein shall have the meanings given to them in the statutes of the State of Florida, as amended from time to time, except where the context otherwise indicates or requires.

(a) "Court" means the Al'Maurii Khan Nation Tribal Court or any other de jure court having jurisdiction over matters that arise from the application of this Ordinance. (b) "Al'Maurii Khan Nation" means Al'Maurii Khan Nation of Moors of North America.

(c) Al'Maurii Khan Nation Reservation – includes "Al'Maurii Khan Lands" or "Al'Maurii Khan Trust lands" as defined in A.K.N. Code 102.01(a) and shall mean all lands within the boundaries of these American Aboriginal lands, Northwest Amexem [contemporary North America] and or any specific lands designated a Reservation or Indian Country and or used, lived in or laid claims upon and occupied by Al'Maurii Khan tribal citizens as established by operation of law – "the Heir is the same as the ancestor"– the fee simple inheritors of the[se American estates] / vast estate as a matter of Equity, Birthright, and Divine Right secured by Our ancestors through the House of Pharoah as prescribed in the Christian Holy Bible (Genesis 45:17-25), Our Holy Moorish Koran (Ch. 47 v.1 – 7) and the Al'Maurii Khan Nation Tribal Constitution, all of which are supported by ancient land documents cut into the stone in [Massachusetts] annexing North America to Carthage by the lineage of Hannibal [Hanno Bey] and contemporarily confirmed through the 911 mcy / 1491 ccy Treaty of Granada, the 1778 United States of America – Deleware Moors Treaty, the 1787-1836 Treaty of Peace and Friendship between the United States of America and the Sultan of Morocco, 1956 US Consular Courts Relinquishment of extraterritorial jurisdiction in Morocco, Egypt, China, Siam, Turkey… et al. former lands of Ottoman Empire.

(d) Manufacturer – means every person engaged in the business of constructing or assembling vehicles of a type for which a certificate of title is required hereunder. (e) Manufacturer's or Importer's Certificate of origin – means a certificate over the authorized signature of the manufacturer or importer of a vehicle, describing and identifying the vehicle, giving the name and address of the person to whom the vehicle is first sold by the manufacturer or importer, and containing assignments, duly executed, assigning the same to an applicant for a certificate of title on the vehicle for the Al'Maurii Khan Nation.

(f) "Mobile Home" means a vehicle designated to be towed as a single unit or in sections upon the highway by a motor vehicle and equipped and used or intended to be used, primarily for human habitation, with walls of rigid uncollapsible construction.

(g) "Owner" means a natural person whom is solvent, other than a secured party, having control over the property, i.e. possession. Certificates of title to a vehicle not accompanied by a Sworn statement (of Solvency) from a natural person, under penalty of perjury, that the title in question is true and correct evidence of Security for proof of ownership shall be void abnitio. Otherwise this "owner" term includes only a natural person, whom is solvent and entitled to the use and possession of a vehicle. Corporate persons must show Solvency. An Owner also means a natural person owning or renting a motor vehicle, or having the exclusive use thereof, under a lease or otherwise, for a period of greater than 30 days.

(h) “Register” means the act of assigning registration plates and validation stickers to a vehicle, and to renew the same for the protection of our freedom of movement.
(i) “Registrar” means the duly appointed Registrar and or Minister of the Ministry of Motor Vehicles of the Al’Maurii Khan Nation and any designees of the Registrar. (j) “Secured Party” means a lender, seller or other person to whom accounts or chattel paper have been sold and records of local Secretary of State or the like office reflect the same. When the holders of obligations issued under an indenture of trust, equipment trust agreement or the like are represented by a trustee or other person, the representative is the secured party having an interest in the vehicle. Secretary of State records of said jurisdiction should reflect the same.
(k) “Travelers permit” shall mean any identification recognized by this tribal ordinance and expressly stating that the identified natural person is authorized to have and travel unencumbered in accordance with laws of the land; and includes other documentation issued by the authority of the Support Council for the purpose of protection of freedom of movement rights in accordance with International law and Geneva Convention principles. (l) “Vehicle” means every mode of conveyance or device in, upon or by which any person or property is or may be transported or drawn upon a highway or roadway as a tribal right.

**SECTION 1500.6 - APPLICATION PROCESS: FORMS**

Application for original registration and for renewal or registration shall be made to the Registrar of Motor Vehicles of the Al’Maurii Khan Nation upon forms prescribed by the Registrar and shall be accompanied by the required fee.

**SECTION 1500.6.1 - REQUIRED INFORMATION**

Applications for original registration of a vehicle shall contain the following information: (a) The full name of the owner.
(b) The address of the owner.
(c) A description of the vehicle, including make, model and year, identifying number and any other information which the Al’Maurii Khan Nation may reasonably require for the proper identification of the vehicle.
(d) Such further information as the Registrar may reasonably require to determine whether the vehicle is by law entitled to registration or to determine the proper registration fee for the vehicle.

**SECTION 1500.7 - APPLICATION BY PERSON UNDER THE AGE OF 18**

If the applicant for a certificate of registration is under 18 years of age, with the minimum age being 16 years of age, the application shall be accompanied by a statement made and signed by the applicant’s father or mother if he or she has custody of the applicant; or if neither parent has custody, then by the person or guardian having such custody, stating that the applicant has the consent of such person or guardian to register such vehicle in the applicant’s name. The signature of such statement shall not impute any liability for the negligence or misconduct of the applicant while operating such motor vehicle on the highways. Any person who violates this Section may be fined not more than $500.00 or given same equivalency in community service, or both.

**SECTION 1500.8 - GROUND FOR REFUSING REGISTRATION**

The Registrar shall refuse registration of a vehicle under the following circumstances: (d) No registration shall be issued unless the applicant is residing or domicile within the boundaries of the Al’Maurii Khan Nation Reservation;
(e) The required fee has not been paid;

(f) The applicant has failed to furnish the information or documents required by the Al'Maurii Khan Nation pursuant to this ordinance;

(d) Because certificate of title is a prerequisite to registration of the vehicle and the applicant does not hold a valid certificate of title and is not entitled to the issuance of a certificate of title, because of court order or death;

Section 1500.9 - Vehicles Exempt from Registration

A vehicle, even though operated upon roads within the boundaries of this Reservation, is exempt from registration by operation of law when such vehicle is expressly stated as such by the owner of record under penalty of perjury prior to entering Al'Maurii Khan Nation jurisdiction or is:

(a) Is operated in accordance with the provisions exempting nonresident or foreignregistered vehicles from registering;

(b) Is an implement of Tribe used exclusively in or incidental to agricultural operations, not to include trucks;

(c) Is a trailer or semi-trailer permanently equipped with a well-drilling outfit and used exclusively for such purposes;

(d) Is a forklift truck, a specially constructed road or truck tractor used for shunting trailers or semi-trailers in terminal areas;

(e) Is a fixed trailer or semi-trailer which is not to be operated in conjunction with a motor vehicle;

(f) Is a motor vehicle being towed;

(g) Is a piece of road machinery;

(h) Is a motor truck which is operated upon a highway only when directly crossing such highway; or

(i) Is a motor vehicle currently registered in another Jurisdiction and or is privately owned by a Natural person only, that consents to the jurisdiction of the Tribe.

**SECTION 1500.10 - TWENTY-ONE DAY PERMIT; TEMPORARY REGISTRATION CERTIFICATE**

A vehicle may be operated by a private person after the date of purchase of such vehicle by such private person, or after the date such person moved to this reservation or lands subject to the jurisdiction of the Tribe, once the person has obtained a temporary 21-day registration certificate from the Registrar. The owner shall make application upon forms prescribed by the Registrar and remit the required fee of $5.00. All temporary certificates shall be affixed to the interior rear window of the vehicle, on the driver's side of the car and in a position as not to obstruct the rear-view of any driver. The Registrar shall issue no other temporary registration certificate upon expiration of the first 21-day permit. Section 1500.11 - Penalty for operating Unregistered or Improperly Registered Vehicle(s) It is unlawful for any person to operate or for an owner to consent to being operated on any public roads within the boundaries of the Al'Maurii Khan Nation Reservation, any motor vehicle, trailer, or semi-trailer or any other vehicle for which a registration fee is specifically prescribed unless at the time or operation the vehicle in question either is registered with the Al'Maurii Khan Nation Reservation another jurisdiction or is exempt from registration.

**SECTION 1500.11.1**

All vehicles subject to renewal or registration may be operated provided that application of re-registration has been made.

**SECTION 1500.11.2**

Any person violating Section 1500.6 shall forfeit not less than $5.00 and not more the $50.00 or given the same in equivalent community service, or both. In addition to imposing the penalty, the Court shall order the offender to make application for registration or re-registration and to pay the fee thereof.

**SECTION 1500.11.3**

If upon order of the Court to register or re-register a vehicle, the owner fails to comply, the Court shall have the power to order any Law Enforcement Officer of the Tribe to seize and impound any unregistered or unlawfully registered vehicle and to hold the same until such time as the owner complies with the provisions of the Ordinance. All costs incurred in the holding, seizure by order of the Court shall be the responsibility of the owner of the vehicle. Any vehicle held, under seizure order of the Court, shall be sold at public auction to the highest bidder, including all costs incurred, after thirty (30) days from the date of seizure. The owner of the vehicle shall have the right to petition the Court to half any public auction of the said vehicle at any time prior to the sale. The Registrar shall have the right to reject any and all bids received which are less than the appraised value of the vehicle. All proceeds derived from the sale of the vehicle, less all costs incurred by the Tribe, including monetary assessments shall become the property of the legal owner as defined in Section 2.07. If, in the event the sale does not realize sufficient proceeds to pay off any security interest, the owner prior to auction shall be obligated to the secured party for any balance remaining. The secured party shall have the right to be listed as a secured party on any other certificate of title for a vehicle registered in the Tribe and owned by the person prior to the auction. Nothing herein shall limit the rights of any secured party in any vehicle registered with the Al'Maurii Khan Nation.

**SECTION 1500.12 - REMOVAL OF REGISTRATION**

Applications for removal of registration shall contain the information required in Section 3.01 for application or such parts thereof as the Registrar deems necessary to assure the proper registration of the vehicle.

**SECTION 1500.13 - DESIGN, PROCUREMENT AND ISSUANCE OF REGISTRATION PLATES**

The Tribe shall determine the size, color, and design of registration plates provided the plates contain visible evidence of the period for which the vehicle is registered, as well as being a means of identifying the specific vehicle or owner that the plates were issued to.

**SECTION 1500.13.1**

The Registrar upon registering a vehicle pursuant to this ordinance shall issue and deliver prepaid to the applicant two registration plates for each automobile, motor truck, motor bus, school bus or self-propelled mobile home registered.

**SECTION 1500.13.2**

The Registrar upon registering a trailer or motorcycle pursuant to this Ordinance shall issue and deliver prepaid to the applicant one registration plate.

**SECTION 1500.13.3**

All registration plates shall have displayed upon the following:

(a) The registration number or letter assigned to the vehicle or owner.
(b) The name "Al'Maurii Khan Nation" or an abbreviation thereof.
(c) An indication of the period for which the specific plates are issued or the date of expiration of registration.
(d) All registration plates issued shall be treated with a reflective material.

**SECTION 1500.14 - ISSUANCE OF REPLACEMENT OR DUPLICATE PLATES**

Whenever current registration plates are illegible, lost or destroyed the owner of the vehicle shall immediately apply to the Registrar for replacements. Upon satisfactory proof of the loss or destruction of the plates and upon payment of a fee of $5.00 and the cost of replacement, the Registrar shall issue a replacement.

Upon receipt of his replacement plates, the applicant shall forthwith surrender to the Registrar his illegible plates. When issuing replacement plates, the Registrar may assign a new number and issue new plates rather than a duplicate of the original if in his judgment that is in the best interest of the economy or prevention of fraud. In such event, the person receiving the replacement plates shall surrender current plate(s).

**SECTION 1500.15 - PENALTY FOR FAILURE TO SURRENDER ILLEGIBLE PLATES**

Any person issued replacement plates who fails to surrender his or her illegible plates as required by Section 1500.14 may be required to pay a forfeiture of not less than $5.00 and not more than $100.00.

**SECTION 1500.16 - DISPOSITION OF PLATES UPON SALE OF VEHICLE**

Registration plates shall remain with the owner upon sale or disposal of the vehicle.

**SECTION 1500.17 - TRANSFER OF REGISTRATION PLATES**

Registration plates may be transferred upon application as prescribed in Section 1500.6.1 of this ordinance, including additional information as the Registrar may deem necessary, and upon payment of transfer fees and any additional registration fees. Transfer of staggered registration may require a pro-rating of registration fees at 1/12th the total cost of registration for the remaining portion of previous registration, with a credit allowed for the unused portion of previous registration.

**SECTION 1500.18 - DISPLAY OF REGISTRATION PLATES**

Plates issued to an automobile, motor truck, motor bus, school bus or self-propelled mobile home shall be attached firmly and rigidly in a horizontal position, one to the rear of the vehicle and one to the front. Plates issued to a trailer or motorcycle shall be attached firmly and rigidly in a horizontal position to the rear of said trailer or motorcycle. The plates shall at all times be maintained in a legible condition and shall be so displayed that they can be readily and distinctly seen and read. Any peace officer may require the operator of any vehicle on which plates are not properly displayed to display such plates as required by this section.

**SECTION 1500.19 - PENALTY FOR IMPROPER DISPLAY OF REGISTRATION PLATES**

Any of the following may result in a forfeiture of not less than $50.00 and not more than $100.00 for each occasion:

(a) A person who operates a vehicle for which current registration plates or insert tags have been issued without such plates or tags being attached to the vehicle;

(b) A person who operates a vehicle with registration plates attached in a non rigid or non-horizontal manner or in an inconspicuous place so as to make it difficult to see and read the plates; or

(c) A person who operates a vehicle with registration plates in an illegible condition due to the accumulation of dirt or other foreign matter as the deterioration or mutilation of the plates.

**SECTION 1500.20 - ANNUAL REGISTRATION FEES**

A registration fee as herein set forth shall be paid for all motor vehicles, not exempted by Section 1500.0, using the public streets or roads within the boundaries of the Al'Maurii Khan Nation Reservation for each calendar year as set forth by the Support Council.

**SECTION 1500.21 - ADDITIONAL FEES**

The following additional charges must be included when computing registration costs, as set forth by the Support Council:

(a) Filing Fee for each application.
(b) Late Transfer Penalty for all vehicles that are registered ten (10) days after purchase.
(c) Filing Fee for each renewal application.
(d) 1/12 of the annual registration fee for every month or part thereof that registration renewal is late.

**SECTION 1500.22 - OTHER FEES TO BE SET FORTH BY THE SUPPORT COUNCIL**

(a) Duplicate Validation Sticker - (each).
(b) Duplicate Registration Renewal Card -
(c) Duplicate Registration Certificate -
(d) Duplicate Registration Plates - plus the cost of replacement.

**SECTION 1500.23 - MOTORCYCLE REGISTRATION FEE**

A registration fee for each calendar year shall be paid for all motorcycles using the public streets and roadways within the boundaries of the Al'Maurii Khan Nation Reservation, as set forth by the Support Council.

**SECTION 1500.24 - TRAILER REGISTRATION FEE**

A registration fee as herein set forth shall be paid for all trailers drawn upon the public streets and roadways within the exterior boundaries of the Al'Maurii Khan Nation Reservation, as set forth by the Support Council.

(a) A fee shall be paid for all two-wheel utility and recreational trailers with a gross weight of less than 1,500 pounds.

A fee shall be paid for all other two-axle trailers with a gross weight of more than 1,500 pounds, but less than 25,000 pounds.

**SECTION 1500.25 - REFUNDABLE FEES**

The Al'Maurii Khan Nation shall not refund a fee paid to it except when expressly authorized or directed by this Section.

**SECTION 1500.25.1**

The Al'Maurii Khan Nation Registrar shall refund the unused portion of the registration fee paid for the registration of a vehicle upon application for such refund upon a form prescribed by the Registrar and upon furnishing of such proof as the Registrar may require that the vehicle will not be operated within the exterior boundaries of these Aboriginal lands, Northwest Amexem [contemporary North America], during the remainder of the period for which the vehicle is registered, and registration plates. The refund shall be computed on a monthly basis, one-twelfth of the annual registration fee for each calendar month or fraction thereof, during which the motor vehicle will not be used on any road within the exterior boundaries of these Aboriginal lands, Northwest Amexem [contemporary North America].

**SECTION 1500.26 - CONTENTS, ISSUANCE AND DISPLAY OF CERTIFICATES OF REGISTRATION; ISSUANCE OF DUPLICATE CERTIFICATE**

The Registrar upon registering a vehicle shall issue and deliver to the owner a certificate of registration. The vehicle shall be considered for all intended purposes a Moorish vessel protected under treaty and tribal rights. The certificate shall contain the name and address of the owner, the make, model and year of the vehicle, the registration number assigned and the date of expiration of registration. The certificate shall be in such form and may contain such additional information as the Registrar deems advisable. A Vehicle Seller's Report of Sale form shall be on the reverse side of the Certificate of Registration.

**SECTION 1500.27**

The Registrar shall issue a duplicate certificate of registration upon application thereof by any person in whose name the vehicle is registered and upon payment of a fee, set by the Support Council.

**SECTION 1500.28 - FRAUDULENT APPLICATION FOR REGISTRATION OR LICENSE**

A person who with fraudulent intent uses a false or fictitious name or address, or makes a materially false statement, or fails to disclose a security interests, or conceals any other material fact in an application for a registration or submits a false, forged, or fictitious document in support of an application for a registration and/or license plate, shall face legal action and may be adjudged a forfeiture of not less than $50.00 and not more than $500.00.

**SECTION 1500.29 - ODOMETER READING**

A person who knowingly tampers with or alters a motor vehicle odometer reading, or causes another person to alter or tamper with a motor vehicle odometer reading, shall be liable to any person injured by a violation. Any person injured by a violation of the section shall recover the actual damages sustained together with costs and disbursements, including a reasonable attorney's fee provide that the court in its discretion may increase the award of damages to an amount not to exceed three times the actual damages sustained, or $1,500, whichever is greater.

**SECTION 1500.30 - IMPROPER USE OF REGISTRATION.**

Any person who does any of the following shall forfeit at least $300.00 and not more than $15,000.00:

(b) Lends to another a registration plate, knowing that the person borrowing the plate is not authorized by law to use it;

(c) Displays upon a vehicle a registration plate not issued for such vehicle, or not otherwise authorized by law to be used thereon; or

(d) Willfully twists, paints, alters or adds to, or cuts off any portion of a registration plate or sticker; or who places or deposits or causes to be placed or deposited on such plate or sticker any substance to hinder the normal reading of such plate; or who defaces, disfigures changes or attempts to change any letter or figure thereon.

(e) Sells, trades, barters, or otherwise disposes of the plates in a manner which is prohibited by provisions of this Ordinance.

**SECTION 1500.31 - FALSE EVIDENCE OF REGISTRATION**

Whosoever operates or has in his or her possession of a motor vehicle, motor home, trailer or semi-trailer or other vehicle registration which attached thereto any plates or similar device fashioned in the imitation of or altered so as to resemble the current registration plates issued by the Al'Maurii Khan Nation may be fined not less than $50.00 and not more than $15,000.00.

**SECTION 1500.32 - SUSPENSION/REVOCATION OF REGISTRATION**

The Registrar of the Al'Maurii Khan Nation shall suspend and/or revoke the registration when:

(a) The registration was complete through fraud or error and the person who registered the vehicle does not or cannot register vehicle properly; or
(b) The required fee has not been paid and the same is not paid with interest at the rate of 12 percent per annum upon reasonable notice and demand.
(c) The registered owner is in violation of any provision of this ordinance.

**SECTION 1500.33 - PERIOD OF SUSPENSION**

Any registration suspended pursuant to this Section continues to be suspended until reinstated by the Registrar. The Registrar shall reinstate the registration when the reason for the suspension has been removed.

**SECTION 1500.34 - RETURN OF REGISTRATION PLATES; PENALTY FOR NON-COMPLIANCE**

Whenever the registration of a vehicle is suspended under this Section, the owner or person in possession of the registration plates shall forthwith return them to the Al'Maurii Khan Nation. Any person who fails to return the plates as required by this Section may be required to forfeit not more than $5,000.00.

**SECTION 1500.35 - REVOCATION**

Revocation of registration shall occur when the period of suspension exceeds 90 days. The State of Florida, the United States Department of Transportation and the owner shall be notified in writing that the registration has been revoked pursuant to this Section. The State of Florida and the owner shall also be notified of the revocation of the De Jure Certificate of Title.

**SECTION 1500.36 - VENUE**

Any disputes arising under this Chapter shall be brought before the Al'Maurii Khan Nation Tribal Court.

**SECTION 1500.37 - WHEN CERTIFICATE OF TITLE REQUIRED**

The owner of a vehicle subject to registration on the Al'Maurii Khan Nation Reservation, shall make application for certificate of title for the vehicle under the following circumstances:
(a) if he has newly acquired the vehicle;
(b) if he applies for registration of the vehicle for which he does not hold a valid certificate of title previously issued to him by the Registrar for the vehicle in question, he shall at the same time apply for a certificate of title; or (c) A vehicle which is presently in possession.

**SECTION 1500.38 - ELIGIBILITY A PREREQUISITE**

An applicant's eligibility for a certificate of title is a prerequisite to registration of the vehicle. If the applicant for registration holds a valid certificate of title previously issued to him by the Registrar for the vehicle in question, that is prima facie evidence that he is the record owner of the vehicle and he need not apply for a new certificate of title each time he or she applies for registration.

**SECTION 1500.39 – DE JURE CERTIFICATE OF TITLE**

The State of Florida and the United States Department of Transportation shall receive notice from the Tribe of the filing of any De Jure Certificate of Title issued by the Registrar of Motor Vehicles, but the Tribal Trust shall retain control of Certificates of Title to all motor vehicles as a matter of tribal rights not waived.

**SECTION 1500.40 - CANCELLATION OF TITLE OR REGISTRATION**

The Registrar shall cancel registration whenever:
(a) A transfer of title is set aside by the Court by order or judgment; or

(b) It is subsequently discovered that the issuance or possession of a title or registration is prohibited by law.

**SECTION 1500.41 - NEW TITLE**

When any person who dies testate or intestate and that person is the legal owner of a vehicle registered under the laws of the Al'Maurii Khan Nation, the Registrar shall issue a new certificate of title, as follows:

(a) Upon receipt of an order from the Al'Maurii Khan Nation Tribal Court or a court of competent jurisdiction so directing any said issuance; or

(b) Upon receipt of a properly executed form(s) as prescribed by the Registrar and all required accompanying documents which provides for the transfer of interest and ownership to an individual (or individuals) stated thereon.

**SECTION 1500.42 - RE-TITLING IN PROPER JURISDICTION**

When a certificate of title is issued to a new owner and the new owner is not eligible to have said vehicle registered under the laws of the Tribe, said new owner shall promptly register the vehicle with the appropriate jurisdiction.

**SECTION 1500.43 - WHEN REGISTRAR TO ISSUE A NEW CERTIFICATE**

The Registrar upon receipt of a properly assigned certificate of title, with an application for a new certificate of title, the required fee and any other transfer documents required by Ordinance, to support the transfer, shall issue a new certificate of title in the name of the transferee as owner.

**SECTION 1500.44 - PERFECTION OF SECURITY INTERESTS**

A security interest in a vehicle of a type for which a certificate of title is required is not valid against creditors of the owner or subsequent transferees or secured parties of the vehicle unless perfected as provided by this ordinance.

**SECTION 1500.45**

A security interest is perfected by the delivery to the Registrar of the existing certificate of title, if any, an application for a certificate of title containing the name and address of the secured party and the date of the security agreement, with the required fee. It is perfected as of the time of its creation if such delivery is completed within 10 days hereafter.

**SECTION 1500.46 - DUTIES ON CREATION OF SECURITY INTEREST**

If an owner creates a security interest in a vehicle:

(a) The owner shall immediately execute, in the space provided therefore on the certificate of title or on a separate form prescribed by the Registrar an application to name the secured party on the certificate, showing the name and address of the secured party and the date of his or her security agreement, and cause the certificate, application and the required fee to be delivered to the secured party.

(b) The secured party shall immediately cause the certificate, application and the required fee to be mailed or delivered to the Registrar.

(c) Upon receipt of the certificate of title, application and the required fee, the Registrar shall issue to the secured party a new certificate which contains the name and address of the lien holder.

**SECTION 1500.47 - ASSIGNMENT OF SECURITY INTEREST**

A secured party may assign, absolutely or otherwise, his security interest in vehicle to a person other than the owner without affecting the interest of the owner or the validity of the security interest, but any person without notice of the assignment is protected in dealing with the secured party, as the holder of the security interest and the secured party remains liable for any obligations as a secured party until the assignee is named as secured party on the certificate.

**SECTION 1500.48**

The assignee may not need to perfect the assignment, have the certificate of title endorsed or issue with the assignee named as secured party, upon delivering to the Registrar the certificate and an assignment by the secured party named in the certificate in the form the Registrar prescribes.

**SECTION 1500.49 - RELEASE OF SECURITY INTEREST**

Whenever there is not outstanding obligation and not commitment to make advances, incur obligations or otherwise give value, secured by the security interest in a vehicle under any security agreement between the owner and the secured party, the secured party shall execute and deliver to the owner, as the Registrar prescribes, a release of the security interest in the form and manner prescribed by the Registrar. If the secured party fails to execute and deliver such a release within 10 days after the receipt of the owner's written demand therefore he shall be liable to the owner for $25.00 and for any loss caused to the owner by such failure.

**SECTION 1500.49.1 - DELIVERY OF CERTIFICATE**

The owner, other than a dealer holding the vehicle for resale, shall promptly cause the certificate and release to be mailed or delivered to the Registrar, which shall release the secured party's rights on the certificate and issue a new certificate of title to the owner.

**SECTION 1500.50 - SECURED PARTY'S AND OWNER'S DUTIES**

A secured party named in a certificate of title shall, upon written request of the owner or of another secured party named on the certificate, disclose any pertinent information as to his security agreement and the indebtedness secured by it.

**SECTION 1500.51 - PROMPT DELIVERY OF TITLE**

An owner shall promptly deliver his or her certificate of title to any secured party who is named on it or who has a security interest in the vehicle described in it upon receipt of a notice from such secured party that his or her interest is to be assigned, extended or perfected.

**SECTION 1500.52 - MAINTENANCE OF RECORDS**

The Registrar shall keep accurate and updated lists of all registration plates issued, the number thereof, the name of the owner and the description of the motor vehicle for a period of 7 years from the date of issuance.

**SECTION 1500.53 - POLICE POWERS**

Only, lawfully bonded and indemnified duly sworn Law Enforcement Officers are hereby authorized and empowered to enforce the provisions of this Ordinance and any other Ordinance of the Al'Maurii Khan Nation and to execute and serve all warrants and processes issued by the Al'Maurii Khan Nation Tribal Court under any law of the Al'Maurii Khan Nation.

**SECTION 1500.54 - CITATIONS**

When a person is cited for any violation of this ordinance, the officer shall prepare in quadruplicate, written notice to appear before the Court. This notice has the effect of, and serves as a summons and complaint. The written notice must be signed by the officer, describe the violation, the date and time of return or first appearance before the courts and the address of the court. In order to secure appearance, the cited person must give his written notice prepared by the arresting officer. The officer shall retain the original of the notice and deliver the copy thereof marked "summons" to the person cited. If the person so summoned fails to appear on the day, the Court shall issue an order to show cause, and may subject the person to the court powers of contempt.

**SECTION 1500.55 - AUTHORIZATION TO ENTER TRUST LAND FOR ENFORCEMENT**

In accordance with the dictates of International laws and the Geneva Convention principles and upon application and after receiving a permit from the JSAAJC, any duly sworn law enforcement officer may be authorized and empowered to enter upon any trust land within the jurisdiction of the Tribe for the purpose of carrying out the duties and functions of his / her office.

**SECTION 1500.56 - ENFORCEMENT**

It shall be illegal for any person to willfully hinder, resist or obstruct a law enforcement officer in the performance of his official duty, or refuse to submit anything called for under a valid warrant by him for his inspection. Said warrant must specifically describe the area and items to be inspected.

**SECTION 1500.57 - JURISDICTION FOR VIOLATIONS OF AL'MAURII KHAN NATION TRIBAL COURT**

The Al'Maurii Khan Nation Tribal Court is hereby granted jurisdiction for any cause of action which arises from this Chapter. Nothing in this Chapter shall operate or be construed as a waiver of the sovereign immunity of the Al'Maurii Khan Nation or the Al'Maurii Khan Nation Support Council.

**SECTION 1500.58 - ENFORCEMENT BY REGISTRAR**

The Registrar shall enforce all provisions of this chapter. He or she may prescribe all rules and regulation consistent with the provisions of this chapter through the issuance of Registrar Orders. He or she may call upon the Al'Maurii Khan Nation Support Council or any Tribe law enforcement officer to aid him in the performance of his duties. He or she may appoint current employees of the Al'Maurii Khan Nation as designees as may be required to administer the provisions of this Ordinance.

**SECTION 1500.59 - SEVERABILITY**

If any provision of this Ordinance or the application thereof to any person, business, corporation or circumstances is held invalid, the invalidity shall not affect other provisions or application of the Ordinance which can be given effect without the invalid provision or application and to this end the provisions of this Ordinance are declared severable.

**SECTION 1500.60 - LIMITED WAIVER OF SOVEREIGN IMMUNITY**

The Al'Maurii Khan Nation hereby waives sovereign immunity to be used only in the Al'Maurii Khan Nation Tribal Court or such other court as the Al'Maurii Khan Nation Support Council may designate in any seizure of property matter pursuant to the provisions of this Ordinance. However, any such action shall only be directed against the Registrar, in his/her official capacity in order to challenge any seizure action. Any and all seizure cause of action which arise pursuant to this Ordinance shall be limited to actions against the Registrar in his/her official capacity for an order returning any seized goods or the proceeds of a sale of such seized goods if in the possession of the Registrar or his/her office. All other causes of action which arise pursuant to this Ordinance shall be limited in relief to declaratory or injunctive measures and no damages, monetary or otherwise, including but not limited to attorney fees, shall be permitted. All causes of action arising must be commenced by service of complaint and filing same within 90 days of the first event giving rise to the cause of action.

**SECTION 1500.61 - RESERVATION OF RIGHT**

The Al'Maurii Khan Nation Support Council hereby reserves the right to alter, amend or increase or decrease the fees, forfeiture and penalties imposed herein, amend or repeal the several provisions of this Ordinance, and all rights and privileges granted or extended hereunder shall be subject to such reserved right.

**SECTION 1500.62 - REVENUE DISTRIBUTION**

All revenue derived from fees imposed by this Ordinance shall be deposited in the general revenue account of the Al'Maurii Khan Nation.

**SECTION 1500.63 - TRIBE ATTORNEY OBLIGATIONS**

The Attorney(s) designated by the Al'Maurii Khan Nation Support Council shall represent the interests of the Al'Maurii Khan Nation and the Registrar of Motor Vehicles in any matter arising from any provision of this Tribe Ordinance before the Al'Maurii Khan Nation Tribal Court or any other court asserting jurisdiction in related matters.

**SECTION 1500.64 – ISSUANCE OF TRAVELERS PERMIT**

The Tribal Council shall have the initial view and final review for any application for a Travelers Permit and applicants will be subjected to photograph, fingerprinting, background checks [local and federal], and Motor Vehicle Safe Operator Test. The Tribal Council also reserves the Right to reject any applicant at any point in the application process without question.

(a) Applicants must provide the following information accompanied by an Affidavit of Fact attesting the information being provided is true and correct and not intended for any unlawful or illegal purposes, nor to evade any obligations established under the Supreme law:

1. Born name or and title, if any;
2. Name to be placed upon Travelers Permit;
3. Born date;
4. In care of mailing location or abode;
5. Two Passport size photos;
6. Height, Eye and Hair color;
7. Telephone number and email address;
8. 3 verifiable witnesses, meaning can be contacted multiple times for verification purposes only;

(b) Fees and Dues for the Travelers Permit shall be reasonable and determined by the Support Council and made payable to the Registrar upon notice of acceptance of application;

1. All refunds, when applicable, shall be administered as described in Section 1500.25 Refundable Fees;
2. The "Notice of acceptance of application" shall be accompanied by a statement for the fees as determined by the Support Council.
3. Initial fees may be negotiated, but all Dues for said Travelers Permit are fixed and not negotiable.

(c) Travelers Permits issued under this ordinance shall have the following dimensions: 2.125in L and 3.370in W 0.03in H (thickness) and always be issued in pairs [w/ a duplicate].

(d) Travelers Permits must be presented to any duly authorized law enforcement agent upon demand to enjoy the benefits, privileges, and immunities as prescribed by this ordinance and the laws in support thereof, unless it is impossible to do so.

(e) Travelers Permits issued under this ordinance shall be valid forms of identification to meet KYC standards as described by the FACTA Agreement between the United States of America and the Holy See and shall display the information outlined in Section 1500.64 ss. (a)1 - 7.

(f) All bearers of Travelers Permits issued under this ordinance shall be deemed internationally protected peoples, members of an indigenous community, whom are eligible for work and safe travel or with pass under international law.

(g) Any bearer of a Travelers Permit or its likeness not issued under this ordinance shall be considered as an attempt to defraud the international community, the registrar, and may be

prosecuted as a high crime and or felony in any jurisdiction seeking restitution for the offense and does not bar any affected jurisdiction from seeking damages against the bearer and accomplices, if any.

**SECTION 1500.65 - AMERICAN ASSOCIATION OF MOTOR VEHICLE ADMINISTRATORS: POLICY POSITIONS**

The Al'Maurii Khan Nation Support Council hereby declares that the implementation of the provisions of this Ordinance shall be accomplished, as much as feasible, according to the Supreme law and the policies promulgated by the American Association of Motor Vehicle Administrators, which is hereby incorporated by reference into this Ordinance.

# CHAPTER1600 – TRIBAL BANKING CODE.

(a) In order to streamline the expressed reservations of substantive rights vested all Moors, and especially members and tribal nationals of the Al'Maurii Khan Nation by Our faith in the Most High-God-Allah, Our tribal constitution and codes, birthright, freeholder, and primogenitor status as a matter of treaty rights inherited by blood and previous occupation and use of land when entering into any commercial agreements, contracts, and or negotiations, inclusive of oral, written, and implied or expressed contracts, with agencies of the United States or non-members of the tribe and non-tribal entities and establishments.

(b) This code shall be amended from time to time and upon the request of competent Moors exercising rights, privileges, and immunities under the jurisdiction of Al'Maurii Khan Nation.

**Section 1601.01**

**(a) Purpose and Intent:**

(1) To reserve the sovereignty of the people of the Al'Maurii Khan Nation of Moors of North America in exercising tribal rights protected under international law and the laws of the several States in their commercial dealings and negotiations, especially those whereby U.S. currency, Federal Reserve Notes, Floating Rate Notes, and or any currency having like commercial origins are used, inclusive of digital currency, credits, and money of all forms and expressions of value.

(2) To establish U.S. Credit[s] as an interim currency[1], for the benefit of the Al'Maurii Khan Nation of Moors of North America, pursuant a most favored nation status guaranteed Our ancestors according to the law of comity and Article(s) IXX, XX, XXI, and XIV of the 1787-1836 treaty between the United States of America and the Sultan of Morocco.

(3) To grant / extend full faith in the demand for restitution –

(A) according to the laws in place through FACTA, the Gold Repeal Act, Federal Reserve Act, and any other international agreements affirming that the debts and obligations of the tribe and its members are fully satisfied, indemnified, and guaranteed payable as of 1787 under the most favored nation clause of a treaty, and renewed again unto perpetuity in 1836 and further guaranteed as payable in 1933 to any lawful obligee or claimant[2] by the United States through the treasury according to 12 United States Code §95a(2), 50 United States Code §4305(b)(2), and or any other laws of commerce prescribing the same options for relief from the lack of lawful currency circulating within the United States.;

(B) according to the terms of a contract, specifically, tribal / customary law, and the 1790 Organic Constitution for the United States of America and the treaties and international agreements entered into before the adoption of the constitution, inclusive of the amounts identified in Section 1602 resulting from theft of lands and resources by the United States government or its establishments according to the

[1] Tertiary (3rd) only to the use of bartering with goods and or services as a primary means of trade or secondly, the use of any gold, silver, precious metals, and or other moveable resources.

[2] Any entity or establishment alleging a debt, right of interests, or the like resulting from a previous or future obligation of the tribe or any member willing to accept that the evidence may be at any time presented before the tribal court, a member of the tribe, and or the courts of the United States for verification and authority to collect.

lawful doctrine that the United States government cannot take anything from any American without compensation. **See Amendment 5 of the Bill of Rights.**

(4) To secure and guarantee the right to offset, discharge, and or set off as provided by the public laws of the United States through title 12 U.S.C. §95a(2) and 50 U.S.C. §4305(b)(2)[3], or any other laws of commerce prescribing the same options for relief from the lack of lawful currency circulating within the United States.

(5) To protect the commercial interests and property of the tribe and tribal nationals in commercial transactions and exchanges by codifying certain laws and the unique obligations of the United States of America to ourselves and our posterity as security for any and all claims or charges of indebtedness against any Moor of the tribe or the tribe itself by the United States or their (U.S.) establishments.

(6) To aid in guaranteeing that the rights of the Moors protected under this tribal government and treaty law are being followed as closely as possible to the letter of the law and legislative intent by the United States congress and expressed in title 12 of the United States Code §95a(2) and other applicable laws to Moors and or Moorish-American nationals warranting as a matter of equitable relief and justice according to treaty laws that any payment, conveyance, transfer, assignment, or delivery of property or interest therein, made to or for the account of the United States, or as otherwise directed, pursuant to this chapter 1600 of the tribal code and section [12 U.S.C. 95a and 50 U.S.C. §4305(b)(2)] or any rule, regulation, instruction, or direction issued thereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation of the Moor making the same; and no Moor / Moorish-American shall be held liable in any court for or in respect to anything done or omitted in good faith in connection with the administration of, or in pursuance of and in reliance on, this chapter 1600 of the tribal code and sections of U.S. laws [12 U.S.C. §95a and 50 U.S.C. §4305(b)(2)], or any rule, regulation, instruction, or direction issued thereunder. Also, as used in a subdivision (of Al'Maurii Khan Nation Tribal Code 404.5(a)7) the term "United States" means the de jure Government of North America and or "United States of America" as an appendage of the Brit-Moor empires through the Jay Treaty and the Marrakesh Treaty, organized under the principles of isonomi as a foundation for the enforcement of the Supreme law of the land to protect the ancient Birthrights of the posterity of the First Nations (sic. Moors) that welcomed all others to these shores to establish the melting pot that exist today in North America and the adjoining islands, and those inheritors of the obligations and duties to perform as a result of presenting themselves before the world as servants of the true American citizens and the Public by Oath and Confession. The term "United States" shall also mean the American Republics as defined in 22 USC §611(l) and as it relates to certain U.S. establishments may be construed to also include the Federal instrumentalities of the corporate "UNITED STATES" and any place subject to the jurisdiction thereof, unless explicitly stated otherwise by the statements of the parties involved; Provided, however, That the foregoing shall not be construed as a limitation upon the power of the Ministry of Commerce, Tribal Council of Justice, Tribal Chief, or the Clan Mothers, which is hereby conferred, to prescribe from time to time, definitions, not inconsistent with the purposes of this subdivision, for any or all of the terms used in this subdivision. Pursuant A.K.N. Tribal

[3] *Suspension of provisions relating to ally of enemy; regulation of transactions in foreign exchange of gold or silver, property transfers, vested interests, enforcement and penalties.*

Code 404.5(a)(2) and as used in this subdivision the term "Moor" means any “True American Citizen” owing allegiances to the American lands from Alaska to Canada and down to the Caribbean islands, inclusive of Central and South America as part and parcel of the Grand Maghrib; it includes the “Paleoamerican”, “Indian”, “Alaskan Natives”, Indigenous peoples and or native Americans of the Eastern shores of North America and the “African-American”, “Latin-American”, “Black Indian”, “Gullah-Geechee”, “West Indian”, “Puerto Rican”, “Maroon (Jamaican-American)”, “Haitian-American”, “Dominican-American”, “Cuban-American”, “American aborigine”, “Moorish-American”, “Moroccan-American”, “Moorish/Moroccan subjects”, and the other ancient Berber descendants and those bearing their blood having the equal right and liberty of self-governance as matter of treaty rights with the United States and may include an individual, partnership, association, or corporation as a Moorish vessel organized under Al’Maurii Khan Business and Commercial Codex Chapter 600 or the common law rights to freedom of enterprise as expressed by any Moor. The authority granted to the Ministry of Commerce by this section does include the authority vested in *Article IV of the Ministry of Commerce Tribal Ordinance,* but does not include the authority to regulate or prohibit, directly or indirectly, the importation from any country, or the exportation to any country, whether commercial or otherwise, regardless of format or medium of transmission, of any information or informational materials, including but not limited to, publications, films, posters, phonograph records, photographs, microfilms, microfiche, tapes, compact disks, CD ROMs, artworks, and news wire feeds. The exports exempted from regulation or prohibition by this paragraph do not include those which are otherwise or in the future may be controlled for export under tribal laws established for the future needs of the tribe to the extent that such controls promote the nonproliferation or antiterrorism policies under international law and the laws of the United States, or with respect to which acts are prohibited by the applicable treaties and the 1866 Civil Rights Act.

(7) To ensure that / insure and secure the protection of any Moor’s treaty rights, privileges, and immunities as the beneficial owner of the Estate (of their person) and property attached thereto pursuant the equitable trust established under the 14th Amendment, styled a Cestui Que Trust [beneficiary trust] and or U.S. Person and verified by a License, a Grant, Identification Card, Social Security Card, Birth Certificate, Green Card or like document issued by a state or agency (of origin) within the United States.

(8) To ensure that any Moor (beneficial owner) exercising treaty rights, privileges, and immunities is not confused with that of a trustee for the Cestui Que Trust because of having been issued a License, a Grant, Identification Card, Green Card, Social Security Card, Birth Certificate or like documents by a state or agency (of origin) within the United States.

(9) To ensure that the Banking laws of the tribe will not be used to aid and or abed criminals and violators of the commercial laws of any government or international organizations operating as financial institutions.

**(b) Definitions.**

(1) application – an act of petitioning or praying for relief according to guidelines set in the laws before any agency, organization, clerk, venue, official, office, or person[s] authorized to receive accept or deny such requests; the term shall also embrace the uncustomary demands for relief according to guidelines set in the laws.

(2) bank – a court, a bench, the seat of judgement, a tribunal occupied by the justices; an institution empowered to receive deposits of money, to make loans, and to issue its promissory notes, drafts, cheques, (designed to circulate as money, and commonly called "bank notes" or "bank-bills,") or to perform any one or more of these functions.

(3) banking – as used herein shall mean the business of which consists of receiving deposits and making loans and discounts, or of exercising fiduciary powers similar to those permitted to national banks under authority of the United States Comptroller of the Currency, and which is subject by law to supervision and examination by the tribe or Federal authority having supervision over banking institutions; these acts are inclusive of the ordinary deposit and withdraw of money or the substance similar like it to the same ends any reasonable natural person may use money for; this includes the storing and transferring and any bookkeeping of papers associated therewith and is not limited to the concluded statements of this chapter or any laws of the tribe.

(4) bankrupt law – shall include the commercial laws and codes of the United States, the several States, and other united States under international law, and also a law for the benefit and relief of creditors and their debtors in cases in which the latter are unable or unwilling to pay their debts.

(5) beneficial owner – as used herein shall also include beneficiaries having ownership and or equitable interests in commercial estates established and guaranteed by the 14th Amendment to the United States Constitution.

(6) Cestui que vie – an individual who is the beneficiary of a trust or an insurance policy, with rights to property and the income and profits that the property provides. A cestui que trust is the person entitled to an equitable, rather than legal, trust in the estate assets.

(7) check – a written, dated, and signed draft that directs a bank to pay a specific sum of money to the bearer. The person or entity writing the check is known as the payor or drawer, while the person to whom the check is written is the payee. The drawee, on the other hand, is the bank on which the check is drawn.

(8) claimant – any entity or establishment that waives its right to defense before a tribal court or a court of the United States in the event the obligation presented to a tribal member or the tribe is deemed fraudulent or a misrepresentation of law or fact that violates the laws of the tribe and or the United States and or the contract.

(9) credit – an agreement between a buyer and a seller in which the buyer receives the good or service in advance and makes payment later, often over time and usually with interest; the amount in a bank account or some other account; an accounting entry resulting in an increase in liabilities or owners' equity or in a decrease in assets; the balance in an account. In finance, the availability of money and in accounting, a liability or equity entered on the right side of the page in double-entry accounting. The concept is confusing to most consumers because an accounting "credit" does not mean more "stuff" such as property or money; it merely indicates the side of the page on which the entry is posted. The other entry is called a debit.

(10) debt – an obligation to repay an amount owed. Debt securities, such as bonds or commercial paper, are forms of debt that bind the issuer, such as a corporation, bank, or government, to repay the security holder. Debts are also known as liabilities.

(11) debit – an accounting entry that results in an increase in assets or a decrease in liabilities or owners' equity.

(12) ledger – a book containing accounts to which debits and credits are posted from books of original entry; includes a general ledger (GL or G/L) and or account ledger, which is an account or record used to store bookkeeping entries for balance-sheet and income-statement transactions. Accounting ledger journal entries can include accounts like cash, accounts receivable, investments, inventory, accounts payable, accrued expenses, and customer deposits. Accounting ledgers are maintained for all types of balance sheet and income statement transactions. Balance sheet ledgers include asset ledgers such as cash or accounts receivable. Income statement ledgers include ledgers such as revenue and expenses.

(13) money – includes any substance or specie, whether coin or other form, that holds value for securing a safe and equitable transfer of assets from one holder to another; it does not include commodities and goods.

(14) national bank – in banking, the term national bank carries several meanings: especially in developing countries, a bank owned by the state; an ordinary private bank which operates nationally, in the United States, an ordinary private bank operating within a specific regulatory structure, which may or may not operate nationally, under the supervision of the Office of the Comptroller of the Currency. In the past, the term "national bank" has been used synonymously with "central bank", but it is no longer used in this sense today. Some central banks may have the words "National Bank" in their name; conversely if a bank is named in this way, it is not automatically considered a central bank. For example, National-Bank AG in Essen, Germany is a privately owned commercial bank, just like National Bank of Canada of Montreal, Canada. On the other side, National Bank of Ethiopia is the central bank of Ethiopia and National Bank of Cambodia is the central bank of Cambodia.

(15) payment – includes any performance according to the law and or the agreement between the contracting parties.

(16) payment in kind – payment for goods and services made in the form of other goods and services, not cash or other forms of money, as distinguished from barter whereby the payor gets goods or services of equivalent value.

(17) petition – a statement in writing or made orally to any agency or office that is moved according to any law or administrative order to perform in support of (the statements) or contrary thereto.

(18) property – as used herein and unless otherwise stated shall mean any tangible or intangible items, effects, papers, interests, resources, labor, time, space, land, and the rights associated therewith, including and not limited to water rights, mineral rights, and the profits being derived therefrom.

(19) real estate – as used herein shall mean tribal trust lands that are being misclassified through colonial legalese for distribution amongst the heirs of the colonists and the descendants of the indigenous populations that have been devastated by colonialism.

(20) reservation – shall mean any external expression that can be perceived by others as being reasonable in identifying and or locating a declared interest or lack thereof and

may include intangible property [sic. rights] and lands, and other property of all types and the interests therein or being derived therefrom.

(21) reserve bank – a central bank holding reserves of other banks.

(22) restitution – as used herein shall also mean $2,000,000.00/two million dollars and zero cents for life or 65 years, which is the total sum amount determined to be payable as a result of the attempted and documented acts of genocide[4] carried out by Federally Funded establishments and taking of property by the United States government without compensation going back at least 150 years, of which the United States and its establishments has benefitted, and affecting at least 12 different families; may also mean compensation.

(23) tax – a levy consented to by the governed payable to the benefit of their respective sovereign, sometimes for military protection or some other governmental service; it may include any monies or goods transferred or paid by a taxpayer to a legitimate government to maintain the government and it's obligations to the governed.

(24) territory – land, area, acreage, state, a place, a location, and shall include any realized space, whether physical or mental, that may be occupied or appear empty for later occupation.

(25) underwriter – an entity, agent, or establishment that may assume the cost risk associated with any commercial venture, inclusive of the cost risk of a natural person's life, their social needs, and or operating a private or public business, etc., in exchange for payments (or performance).

(26) United States agents – any person acting as or performing as a trustee (of any type) for the administration of an estate to a cestui que trust; it embraces all creatures of the 14th Amendment, whether corporate and or legislative, especially, those that allege themselves or their organization as a benefit to the True American Citizens.

(27) United States Credit – Federal Reserve Notes, Floating Rate Notes, promissory notes, bills, charges, credit, tax credits, and may also be defined as a contract agreement in which the United States, as a borrower or debtor, has received a sum of money or something of value (consideration), like property as defined herein and has agreed to repay to the Native American and or Aboriginal / Indigenous populations, which includes the people of the Al'Maurii Khan Nation or the tribe as the lender, whether or not at a later date and with or without interest, but at the very least according to the doctrine and spirit of law that prohibits any taking by the government of property without compensation of some kind.

(A) Al'Maurii Khan Nation Tribal Bonds – shall include all tribal government bonds, corporate bonds, tax exempt bonds, liens, assignments, debts, and obligations accepted and or admitted by the tribe, through the ledger, to be payable at some later date.

[4] As used herein also includes poisoning of food, air, and water, the failure to educate the public regarding the rights of American aborigine [sic. Moors], unlawful takings and or taxation without representation by U.S. establishments and or agencies acting by / through the United States or one of the several States.

1. All tribal bonds shall issue from an account owned and or managed by the AL'MAURII KHAN NATION/AL'MAURII KHAN TRIBAL NATION, a non-profit, tribal government enterprise organized under Al'Maurii Khan Nation Tribal Code Ch. 600, supported by and secured by tribal claims, orders, and judgements from the Tribal Court against the United States, other U.S. tribes, domestic and foreign trusts or their U.S. agents and any private persons representing those agencies and offices.
2. Under the doctrine of equity and equal rights in United States law and the fact that municipalities and states organized by pale-skinned peoples, alleging themselves of European origins have been permitted to enjoy the benefits of self-government, like issuing bonds, so do the Moors of the Al'Maurii Khan Nation, exercising treaty rights as admitted by the United States and the Sultan of Morocco, dating back to 18th century.
3. For proper funding, said tribal bonds must be sealed according to procedures established by the Tribal Council in order to be enforceable, i.e. or otherwise settled / able to be deposited into any account or with any Federal Reserve bank or a partner.
4. Said tribal bonds shall only be payable to the AL'MAURII KHAN NATION or AL'MAURII KHAN TRIBAL NATION, either of which shall be responsible for distribution(s) payable to the affected parties and or secured parties according to the terms of the order or judgment for relief or bond terms, if applicable.
    (a) Any funds not distributed to an affected party or secured party shall be held in trust according to terms established by the Tribal Council of Justice.
5. Said tribal bonds shall have full faith and credit according to the Organic 1790 constitution for the united States of America, Article IV.
6. Said tribal bonds shall be guaranteed triple AAA Credit by treaty, under a most favored nation status pursuant Article XIV of the 1787 / 1836 United States of America – Moroccan Empire treaty and the Supremacy clause (/ Art. VI) of the Organic 1790 constitution for the united States of America.

(28) Vessel – any container or item capable of receiving or holding property, may also mean a body or system housing energy, a spirit or soul or consciousness, and includes a body or system, an entity or establishment that transports, moves, or transfers energy, force, or energy from one state or place to another; an automobile, boat, motorcycle, skateboard, the Earth and anything having the likeness of being able to hold, keep, transmit, and or maintain property or energy.

**(c) Duties of the Moors of the Al'Maurii Khan Nation under this chapter.**

(1) It shall be the duty of the Moors protected under the laws of this tribe to create, secure, and maintain the following:

(A) A Silver Surety Bond of no less than 3 Silver ounces that shall be regularly increased for the benefit of the Moor and as a security for any claims made against their person.

1. A Report that shall be filed yearly to the Ministry of Commerce containing the amounts of increases in the surety bonds described in subsection (c)(1)(A).
2. Certified copies of the surety bonds described in subsection (c)(1)(A) on their person at all times for the purposes and protections described in said silver bond.

(B) It shall be the duty of the Moors protected under the laws of this tribe to:

1. Accept that all statements regarding income or the receiving of income to any U.S. instrumentality is performed under financial duress and coercion as it is a well-established fact that in the United States there is no lawful money according to the gold clause of the organic constitution for the United States of America and therefore impossible to pay any debt or receive payments for services rendered in tender backed by gold or silver.
2. Report any concerns which may hinder or are interfering with your ability to satisfy the assigned duties under this chapter of the tribal codex.
3. Accept, transfer, receive, gift, contract, and or make contact with any and all financial instruments issued by U.S. establishments according to the terms of the treaties and previously entered into agreements by the United States which guarantee a most favored nation status to our people as a whole.
4. Accept for value the statements of the United States guaranteeing that they (the U.S. government) is to pay and or satisfy all debts as obligations of the United States in exchange for / as just compensation due to our ancestors and ourselves as bona fide American aborigine, sic. Paleo-Americans, for the unlawful taking of labor, time, identity, and of the gold from our lands.
5. Establish, use and maintain only foreign accounts, non-reportable, with all United States establishments in order to enjoy the protections of the laws of the tribe in accordance with the supreme law of the land and FACTA treaty requirements.

(C) A solid understanding and practice of commercial law, contract law, and the law of merchant;

(D) Aid in the financial literacy of themselves, their posterity, and other proclaimed Moorish-Americans, i.e. Moors, American Aborigines.

(E) Certified copies of the surety bonds described in subsection (c)(1)(A) must be sent via registered mail and or other registered means to the Offices of the Attorney General and the Secretary of State for the State which is bound to respect our right to self-govern, religious freedoms, and tribal rights.

**(d) Duties of the Ministry of Commerce under this chapter.**

(1) It shall be the duty of the Ministry of Commerce to waive the reporting requirements under subsection (c)(1)(A) of this chapter for all silver bonds amounting to twenty-two (22) silver ounces or more.

(2) The manner of certification and recording of the surety bonds described in subsection (c)(1)(A) shall be at the discretion of the Ministry of Commerce.

(3) It shall be the duty of the Ministry of Commerce to record, certify, and attest to the existence of the surety bonds described in subsection (c)(1)(A).

(A) The recording and certification by the Ministry of Commerce of the surety bonds described in subsection (c)(1)(A) of this chapter shall be valid for 1 year, until said requirements are waived according to subsection (d)(1).

(B) The Ministry of Commerce, in the execution of their duties are with full authority to deputize any tribal council member to aid with the administration of the duties of the Ministry of Commerce.

**(e) Authority of tribe, the rights of the members and or their persons are not waived by any presumption of their being organized as a national or state bank, establishment, trust or business under the United States laws, codes and or banking procedures.**

(1) The Tribal Council, Clan Mothers, the Ministry of Commerce, and any competent Moors exercising treaty rights is authorized and empowered to make an application to the local reserve banks according to the federal procedures governing said requests to reserve banks against a promissory note, check, or draft issued to the tribe or a tribal enterprise on account of any U.S. obligations.

(2) Individual members and or Moors, of the tribe that make an application under (e)(1) or as described by any U.S. federal law, upon their own volition and without the tribe's authority or aid, does thereby consent to being subject to the Tribal Council's determination of whether to intervene in any civil or criminal matter which may arise from the application.

(3) No application or form for safety, aid, assistance, health services, social security, and or welfare made on behalf of a Moor or any Moorish tribe, issued by or through the United States or the several States which may or may not be authorized under the laws thereof shall ever prejudice the tribal, treaty, or religious rights and customs of the Moors exercising tribal rights under the laws of any tribe or government or the United States.

**(f) Reserved Rights of the Moors of the Al'Maurii Khan Nation.**

(1) Right to the lawful discharge of U.S. debts and obligations according to the laws of the United States through an administrative process established by this ordinance, the Federal Reserve Act, the laws of the United States, and or applicable international laws and commercial codes without waiving tribal rights or treaty rights and absent any statutory presumption of fraud or theft of any type, unless provable beyond any shadow of doubt of the Moor's criminal intent, as no parts of any laws of the tribe shall be used to protect criminals and law breakers from being brought to justice.

(2) All transactions alleged and concluded to have been conducted within the commercial jurisdiction of the United States shall be presumed to be conducted within the territorial dominions of the Moorish Empire [sic. Ottoman empire] as defined in CFR 22 141 – 144, relinquishment of territorial jurisdiction in Moorish lands, which is part and parcel to the tribal trust lands identified in the Al'Maurii Khan Nation Tribal Constitution and Codex and the Department of Homeland Security – U.S. Customs and Border Protection – Recordation No. COP 04-00062.

(3) Transactions in commerce resulting in any background checks, credit checks, or the like reports for indebtedness and or creditworthiness must be first verified and considered against the full faith and credit and most favored nation status of any Moor as a matter of due process and is a requirement for all CFOs per the Memorandum For Chief Financial Officers (M-04-10), from Linda M. Springer regarding Debt Collection Improvement Act Requirements issued April 19, 2004.

(4) The tribal and treaty rights of the tribal nationals, citizen and denizen Moors alike, shall be reserved at all times when entering into private and commercial agreements with U.S. establishments and other foreign and or international organizations conducting trade or business within lands and territory described in the Legal Deed and Trust Document filed in the Library of Congress under Certified Registration No. TXU-1-123-633, and Control Number 71-330-6977 (U), The Department of Homeland Security – U.S. Customs and Border Protection – Recordation No. COP 04-00062; Control Number 476030 LMW, and Catalogued in the United States Department of State, Bureau of Administration – Department of State Library – Call Number BP232 .U73 2004.

(5) The same foregoing rights shall be extended to all Moorish vessels organized within Moorish Dominions / American republic and governed under the laws of the Al'Maurii Khan Nation of Moors of North America which are consistent with the local, State, and Federal laws of the United States.

(6) No treaty rights or tribal rights shall be presumed waived or abandoned as it relates to any contract sealed, signed or autographed by a Moor protected under the laws of the Al'Maurii Khan Nation, whether or not said reservation was explicitly made prior to entering into the agreement.

(7) Oral tenis statements, agreements, and any presumption arising therefrom against the Moors protected under the laws of the tribe shall be subject to the reservations of rights as declared herein and any applicable international laws governing commercial exchanges.

**Section 1602.01 Restitution**

(a) Moors of the Al'Maurii Khan Nation must consent to accept payments of $2,000,000.00/two million dollars per year for life as compensation for damages resulting from the United States permitting the enslavement of Moors and discrimination against Moors and or Moorish-Americans in housing, education, aid, welfare and or employment.

(b) Moors of the Al'Maurii Khan Nation have waived their right to sue in the future for any and all damages resulting from their ancestor's enslavement when they accept the payments of $2,000,000.00/two million dollars per year for life and or 65 years as compensation.

(c) An individual charge or claim for any unlawful or and illegal taking, violation of rights, and other chargeable offenses defined under A.K.N. Tribal Code 117.2 or the laws of the United States of America shall be limited to $15,000.00/fifteen-thousand dollars and zero cents in accordance with A.K.N. Tribal Code 117.2(c).

(d) Claim amounts arising from violations under A.K.N. Tribal Code 117.2 which resulted in homelessness, loss of life or limb, endangerment of any child or adult, kidnapping/unlawful imprisonment or detention, may be multiplied by three (3) or seven (7) as determined by the tribal court.

(e) Authority For Restitution

(1) 1774: Articles of Association, Article II prohibited the United States from any involvement in slavery, however for at least 89 years after said articles the United States and its citizens engaged in and profited from slavery, i.e. illegal taking of these Moorish people's labor, resources, land, and or identity, without any compensation. *Some of these Moors are alive today and remember being misclassified as Negro, Black, Colored, African-American, Indian, Jew, Latino, Hispanic, Brown, White, Red, Yellow,*

Hon: Brother Brian H. Bey

*etc. constituting an unlawful taking of a national identity (for private or commercial gain) and without compensation to the victims or their descendants.*

(2) 1791 Bill of Rights, 4th Amendment to the Constitution for the United States of America, prohibits taking of private (/tribal) property without just compensation.

(3) 1787 – 1836 treaty between the United States of America and the Sultan of America –

(A) Article III, If either of the Parties shall be at War with any Nation whatever and take a Prize belonging to that Nation, and there shall be found on board Subjects or Effects belonging to either of the Parties, the Subjects shall be set at Liberty and the Effects returned to the Owners. And if any Goods belonging to any Nation, with whom either of the Parties shall be at3 War, shall be loaded on Vessels belonging to the other Party, they shall pass free and unmolested without any attempt being made to take or detain them.

(B) Article VII, If any Vessel of either Party shall put into a Port of the other and have occasion for Provisions or other Supplies, they shall be furnished without any interruption or molestation.

(C) Article XIV, The Commerce with the United States shall be on the same footing as is the Commerce with Spain or as that with the most favored Nation for the time being and their Citizens shall be respected and esteemed and have full Liberty to pass and repass our Country and Sea Ports whenever they please without interruption.

(D) Article XVII, Merchants shall not be compelled to buy or Sell any kind of Goods but such as they shall think proper; and may buy and sell all sorts of Merchandise but such as are prohibited to the other Christian Nations.

(E) Admissions by the United States and or the several states, through public records, their agents and or establishments, that –

(1) Treaties are the supreme law of the land.

(2) Property shall not be taken without compensation.

(3) The Moors and their ancestors were / are systematically prohibited from the enjoyment of the full liberties and rights of citizenship contrary to the law.

(4) These Moors are with every right and liberty to govern themselves according to their own customs and beliefs, so long as said laws do not contradict the laws of the United States.

(5) These Moors have, by operation of law, the full faith and credit of the Most Favored Nation of the times with the United States.

(F) Admissions by the United Nations that –

(1) The United States is a member of the United Nations and a signatory to the Human Rights and Indigenous Rights agreements.

(2) Indigenous peoples have the right to participate or not participate in the affairs of the state.

(G) Admissions by the International Labor Organization that –

(1) Forced assimilation of Indigenous peoples is prohibited.

(2) Incarceration of indigenous peoples by states for chargeable offences shall be a last resort.

(4) 1863 Emancipation Proclamation confirms that the Presidents of the United States of America must not hinder any attempts at freedom by these Moors.

(5) The 2021 indictment and guilty verdict against the UNITED STATES in the International Tribunal on Human Rights Abuses Against Black, Brown, and Indigenous Peoples, held in Washington Heights, New York City, Turtle Island / Northwest Amexem on Oct 23rd – 25th.

(6) NAAIP American Aborigine International Affidavit and Notice of Constructive Fraud, Identity Theft, Unlawful Conversion, Economic Deception and Ethnic Cleansing Against American Aborigine People – forwarded / served upon Penny Pritzker, Secretary of Commerce, United States of America and John H. Thompson, Director, Foreign Trade Processing Unit Bureau by USPS Certified Mail Number 7012 1010 0001 9134 1317.

(7) Al'Maurii Khan Nation Restoration Act of 2021 [in total].

(f) Disbursement of Restitution

(1) Upon resolution and or settlement of the claims by any Moor of this tribe the Ministry of Commerce shall immediately set the disbursement interval dates for either every 30, 60, 90 calendar days or yearly for special circumstances.

(g) Restitution as Credit

(1) The restitution as described herein or as guaranteed from any tribal claim payable to the tribal government or any Moor may be considered as Bad Debt, receivable as Tax Credits and transferrable according to Internal Revenue Service guidelines.

(2) Said credits shall be notated upon the tribal trust ledger.

(h) Limitations on Amounts Payable

(1) No Moor or tribal national eligible for and or receiving restitution according to the laws as stated herein shall receive more than $2,000,000.01/two-million dollars and one cents in one (1) calendar year.

(2) Any remaining amounts described in (h)(1) shall be deposited into a separate account on behalf of the tribal national that will be made available on January 1st of the year following the first receipt of payment and subject to the limitations of (h)(1).

(A) Lawsuits and or tribal claims guaranteeing satisfaction / allowing recovery for more than the amounts stated in (h)(1) may be exempted from said limits for health or other extenuating circumstances.

**Section1603.01**

(a) Forgiveness / Clemency / Pardons

(1) In an effort to maintain and keep the peace and harmony between ourselves and the trespassers upon our rights, it shall be a duty of the Tribal nationals and members to exercise forgiveness of their (trespassers') debts and liabilities.

(2) No acts of forgiveness by the tribal government shall excuse or limit any performance of restitution that would work to satisfy the debts or obligations incurred by a party liable to the tribe or any Moor exercising rights under the laws of the tribe.

(3) No acts of forgiveness by the tribal government shall excuse or limit any performance of restitution that would work to satisfy the sentencing requirements of the tribe, the state, or the United States for individuals found guilty of any prosecutable act within a court of competent jurisdiction.

(4) The forgiveness of any debt or obligation to the tribe or any Moor protected under the laws of the tribe shall also bear a monetary value and may be set off by credit(s), etc., including and not limited to tax credit(s) secured through application with the Internal

Revenue Service or a like (/ equivalent) establishment providing the same or similar services.

**Section 1604.01**

(a) Tribal Trust Ledger

(1) The tribal trust ledger shall be a General ledger / Account ledger and satisfactory evidence of the solvency and or the indebtedness of the people of the Al'Maurii Khan Nation d/b/a AL'MAURII KHAN NATION or any Tribal National.

(2) The tribal trust ledger shall reflect any and all marriages, deaths, and births of tribal nationals and denizens of the tribe.

(3) The tribal trust ledger shall reflect any and all forgiven debts.

(4) The tribal trust ledger shall reflect any and all debits.

(5) The tribal trust ledger shall reflect any and all creditor(s).

(6) Said trust ledger shall identify the debtor(s) by name, location, mailing address and phone number (if any), date of creation for the debt, date of entry into the ledger, reason(s) / cause of the debt, a transaction number, the whole dollar amount, and any other important information regarding the creation of the debt, i.e. a contract, oral statements / admissions, confessions, consideration of any type, notes, performance or lack of performance.

(7) Said tribal trust ledger shall identify the creditor(s) by name, location, mailing address and phone number (if any), date of creation for the credit, date of entry into the ledger, reason(s) / cause for the credit, a transaction number, the whole dollar amount, and any other important information regarding the creation of the credit(s), i.e. a contract, oral statements / admissions, confessions, consideration of any type, notes, performance or lack of performance.

(8) Said trust ledger shall identify the collateral, if any, in whatever form it may take and a separate identification number may be assigned by the Ministry of Commerce for further distinction.

(b) Transparency and or Inspection of Books

(1) No parts of the Tribal Trust Ledger may be made available to any office or persons that have not been expressly permitted by the Ministry of Commerce or authorized by tribal law.

(2) A debtor or creditor named in the Tribal Trust Ledger may be granted the right to verify the recordation of entries through receipt of a certified copy of the page(s) bearing the entries.

(c) Forms of Payment

(1) Silver, gold, copper, platinum, uredium, and or other precious metals.

(2) Barter, trade of goods and or services in exchange for performance, goods or services.

(3) Negotiable Instruments and non-negotiable instruments.

(4) Stocks, Bonds, and Certificates of deposit and or title.

(5) Obligations of and or securities of the United States.

(6) Drafts and or checks from a Moor, the AL'MAURII KHAN NATION or any likeness thereof shall reflect an equivalent deduction from the tribal trust ledger and a credit to the payee according to the contract in force.

(7) Drafts and or checks to a Moor, the AL'MAURII KHAN NATION or any likeness thereof shall reflect an equivalent addition to the tribal trust ledger and a credit to the payee according to the contract in force.

(8) Performance according to the terms of the enforceable agreement between the parties and satisfactory to the governing law, i.e. tribal law.

**Authorized by**
**the Sagamoor and Tribal Council.**

**This text, its volumes, and the works attached thereto are the perpetual property of the Al'Maurii Khan Tribal Trust. These laws and codes shall be for the better order and governing of tribal nationals, members, and all others coming under tribal jurisdiction.**

**This text and the laws herein shall be amended by and through the authority granted under Articles IV and VI of Al'Maurii Khan Constitution.**

This is a communication to the public at large, of the self-executing right of the Aborigine and Tribal nations of Northwest Amexem, commercially called North America, to govern themselves accordingly, under a standard and with laws, codes, and traditions birthed from a divine right granted all FREE WOMEN and MEN.

by: Hon.: Brother Brion H. Bey .....Date 05/24/2024