

ORDINANCE OF THE GOVERNING BODY

OF THE

SAUK-SUIATTLE INDIAN TRIBE

ORDINANCE NO. 06/36c/12: Housing Ordinance

THEREFORE BE IT ENACTED BY THE TRIBAL COUNCIL OF THE SAUK-SUIATTLE INDIAN TRIBE, AS FOLLOWS:

WHEREAS, The Sauk-Suiattle Tribal Council is the duly constituted governing body of the Sauk-Suiattle Indian Tribe, by authority of the Constitution and Bylaws, approved by the Secretary of the Interior on September 17, 1975 and in accordance with the Indian Reorganization Act of June 18, 1934 (48 Stat.984); and

WHEREAS, the Sauk-Suiattle Indian Tribal Council is the duly elected governing body of the Sauk-Suiattle Indian Tribe; and

WHEREAS, in accordance with the Tribal Constitution and Bylaws of the Sauk-Suiattle Indian Tribe, it shall be the duty of Tribal Council to protect and preserve the people of the Sauk-Suiattle Indian Tribe as provided in Article II, Section 1(a) including the promulgation of laws and ordinances pursuant to Article VII, Section 1(P); and

WHEREAS, in order to maintain and provide a decent, safe, and sanitary housing for the welfare of the Sauk-Suiattle tribal members through the development of a Housing Department that shall be managed fairly and impartially and organized to operate housing and to facilitate other community development, both on and off the Sauk-Suiattle Indian Reservation that benefit Tribal members. ; now

THEREFORE, BE IT ENACTED THAT, the Sauk-Suiattle Tribal Council hereby asserts it's right as a sovereign power, to enact this Housing Ordinance, now

BE IT FURTHER ENACTED THAT, this Housing Ordinance is to set forth uniform procedures to be followed by the Tribal Council and Administration in carrying out the provisions of the Housing Ordinance; now

BE IT FINALLY ENACTED THAT, the SSIT HOUSING Ordinance shall be approved in accordance with the following procedures:

I. CHAPTER ONE: GENERAL PROVISIONS

Section 1.010 DEPARTMENT AND PURPOSE.

The purpose of this Ordinance is to establish the Sauk-Suiattle Tribal Housing Department. The Sauk-Suiattle Indian Tribe has the authority to establish this Ordinance pursuant to the Sauk-Suiattle Tribal Constitution. The Housing Department shall be managed fairly and impartially and organized to operate housing and to facilitate other community development, both on and off the Sauk-Suiattle Indian Reservation that benefit Tribal members. Nothing in this Ordinance shall waive the sovereign immunity of the Sauk-Suiattle Indian Tribe. This Ordinance shall be interpreted and followed to give effect to these purposes.

Section 1.020 BACKGROUND.

Decent, safe, and affordable housing is critical to the well-being of Tribal families. The Sauk-Suiattle Tribe has determined a shortage of decent, safe, and affordable housing on and near the reservation, and this shortage cannot be alleviated through the private sector. Therefore, the Sauk-Suiattle Tribe establishes the Sauk-Suiattle Tribal Housing Department, which shall be responsible for helping needy Tribal families obtain decent, safe, and affordable housing, and enact this Ordinance to regulate housing within the Tribe's jurisdiction.

Section 1.030 APPLICABILITY.

This Ordinance shall apply to any and all arrangements, formal or informal, written or agreed to orally or by the practice of parties, in selling, buying, renting, leasing, occupying or using any and all housing, dwellings, premises or accommodations for human occupation and residence, when such arrangements include any interest belonging to the Sauk-Suiattle Tribe.

Section 1.040 DEFINITIONS.

- (1) "Council" means the Sauk-Suiattle Tribal Council.
- (2) "Days" means the actual calendar days. Calculation of days includes weekends and holidays.
- (3) "Department" means the Sauk-Suiattle Tribal Housing Department.
- (4) "Director" means the Director of the Sauk-Suiattle Tribal Housing Department.
- (5) "Family Member" means any spouse, parent, child, sibling, and those raised or living in the home.
- (6) "Extended Family Member" includes persons defined above as "family members" and includes aunts, uncles, grandparents and grandchildren or great grandparents and great grandchildren, whether related by blood or who are recognized as such under the customs and traditions of the Sauk-Suiattle Indian Tribe.
- (7) "Homebuyer" means a person(s) who has executed a lease-purchase agreement with the Tribal Housing Department, and who has not achieved home-ownership.

- (8) "Housing Committee" means the group of individuals appointed by the Tribal Council to serve on the Sauk-Suiattle Tribal Housing Committee.
- (9) "Housing Department" means the Sauk-Suiattle Tribal Housing Department.
- (10) "Housing Project" or "Project" means any work or undertaking to provide or assist in providing (by any suitable method, including, but not limited to: rental, sale of individual units or single or multiple family structures under which conventional condominium, or cooperative sales contracts or lease-purchase agreements, loans, or subsidizing rentals or charges) houses, apartments or other living accommodations. The term may also be applied to planning, acquisition of property, and demolition of existing structures, construction, rehabilitation, or alteration or repair of property.
- (11) "Federal Government" includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporation or otherwise, of the United States of America.
- (12) "Lessor" means the Sauk-Suiattle Tribal Housing Department or such other person or entity that shall have an interest in real property, which for a limited time has been leased or rented to another. The term lessor shall include an Indian Housing Department that has leased real property under a Home Ownership and Occupancy agreement, rental lease agreement, or other similar arrangement whereby the tenant may on certain conditions obtain ownership of the occupied house at the end of occupancy under the agreement.
- (13) "Lessee" is a Tenant of a dwelling unit or premises, user and/or occupier of real property.
- (14) "Tenant" means any person who occupies real property under a lease/rental agreement or other agreement with a lessor as defined in this Section, including "Homebuyers" as defined above.
- (15) "Tribal" means Sauk-Suiattle Indian Tribe.

II. CHAPTER TWO: HOUSING COMMITTEE

The Tribal Council shall appoint a three (3) member Housing Committee. Members must be residents of the Sauk-Suiattle Tribe and be at least eighteen years of age. Members are expected to attend and participate in all committee meetings in an advisory capacity and follow the General Committee and Ad-Hoc Board Ordinance No. 1/2/06.

III. CHAPTER THREE: TRIBAL HOUSING DEPARTMENT

Section 3.010 Indian Housing Plan

(A) As required by the Indian Housing Block Grant program, the Department shall, with the approval of the Tribal Council, establish an Indian Housing Plan (IHP) for the Sauk-Suiattle Tribe. The plan shall guide the department in developing and implementing projects, and the department shall use its best efforts to implement the plan.

- (B) From time to time, or as deemed necessary, the department shall report to Tribal Council on its efforts in furtherance of the goals and objectives set forth in the plan.
- (C) The Department shall recommend to the Tribal Council such revisions to the Plan as it deems appropriate.

Section 3.020 Geographic Priority. The Department shall give priority to Projects within the Reservation, Price Street properties, TBRA service delivery area, and within the service area, home ownership units, the sole home of an enrolled Sauk-Suiattle Tribal Member. The Department may participate in Projects outside the Reservation that are consistent with the Housing Plan, subject to availability of funds.

Section 3.030 Preferences. Low-Income Sauk-Suiattle Tribal members shall be the preferred participants in the Department's Projects. The Department may implement such other preferences as may be set forth in its policies.

Section 3.040 Powers. The department shall have the following powers.

- (A) To develop and implement Housing Projects consistent with the Housing Plan and this Ordinance.
- (B) To develop, promulgate, implement and enforce policies and rules and regulations for Housing Projects, provided that such policies, rules and regulations are not contrary to laws, rules or regulations of the Sauk-Suiattle Indian Tribe, governing, among other areas, applicant selection, occupancy conditions, payments/collections, inspections, maintenance, resident relations and grievances.
- (C) Upon recommendation of the Department Director, the Tribal Council shall enter into agreements, contracts and understandings with any governmental agency, Federal, tribal, state or local or its designee, or with any person, partnership or corporation, and to agree to any conditions attached to Federal assistance, subject to the Department first summarizing for Tribal Council or its designee those conditions which materially differ from Tribal Law or policy.
- (D) To agree, if not inconsistent with this Ordinance and any provision of the laws of the Sauk-Suiattle Indian tribe, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or payment of not less than prevailing salaries or wages or compliance with labor standards in the development or operation of Projects, and the Department may include in any contract let in connection with Project stipulations requiring that the contractor and any subcontractor comply with requirements as to maximum hours of labor and comply with any conditions which the Federal Government may have attached to its financial aid to the Project; provided, however, that due regard shall be given to any Tribal Employment Rights (TERO) requirements of the Sauk-Suiattle Indian Tribe and that Indian Preference shall be afforded in the selection of contracts and labor.

- (E) To undertake and carry out studies and analysis of housing needs, to operate Projects and to provide for the construction, reconstruction, improvement, alteration or repair or any Project or any part thereof.
- (F) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any Housing Project, to lease or rent, enter into lease-purchase agreements; to establish and revise rents or require monthly payments; to develop, promulgate, implement, and enforce policies and rules and regulations concerning the selection of Tenants, Lessees, Owners or Homebuyers, including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units and such further policies and rules and regulations as the Tribal Council may deem necessary and desirable to effectuate the powers granted by this Ordinance.
- (G) To terminate any lease or rental agreement or lease-purchase agreement when the Tenant, Lessee, or Homebuyer has violated the terms of such agreement or failed to meet any of its obligations there under, or when such termination is otherwise authorized under the provisions of such agreement, and to bring an action for eviction against such Tenant, Lessee, or Homebuyer.
- (H) In conjunction with the Tribe's Finance Manager, ensure the purchase of insurance for any property under management of the Housing Department to prevent any risks or hazards.
- (I) To employ a Housing Department Director, supervised by the Chief Executive Officer (CEO), under an employment agreement or position description setting out the powers and duties of the Housing Department Director, and technical and maintenance personnel and such other employees, permanent or temporary, as the Department may require, and to delegate to such employees such powers or duties as the Tribal Council deem proper.
- (J) To operate pursuant to tribal financial and personnel policies, except where specific rules, regulations, or laws governing the expenditure of federal monies require different standards and procedures.
- (K) To do any and all things necessary or desirable to secure the cooperation of the Federal Government in the undertaking, construction, maintenance, or operation of any Project by the Department.
- (L) To exercise such further incidental powers, not inconsistent with this Ordinance, as may be necessary to conduct the Department's business.
- (M) To define "low-income Tribal members" and other categories of Tribal members eligible for housing assistance, according to the criteria developed by the federal government and the Department and approved by the Tribal Council.

Section 3.050 Financial Reports. The Tribal Finance Department shall submit the following financial reports to the Tribal Council or its designee:

- (A) Documents and reports showing the financial condition of the Department based on the accounting standards used; and

(B) Any other reports to the Tribal Council containing financial information as prepared by the Director of Housing in the ordinary course of business.

Section 3.060 Annual Report. The Department shall submit an annual report to the Tribal Council showing:

- (A) A summary of the year's activities in the form of the HUD required Annual Performance Report;
- (B) the financial condition of the Department, including the information listed in section (E)(7)(A);
- (C) the condition of properties owned or leased by the Department;
- (D) the number of units and vacancies;
- (E) any significant problems and accomplishments;
- (F) future plans for the Department or Projects; and
- (G) such other information as the Department or the Tribal Council deem pertinent.

Section 3.070 Conflict of Interests. During his/her tenure and for one year thereafter, no employee of the Department, or any member of any governing body of the Tribe or any other public official who exercises any responsibilities of function with regard to a Housing Department Project, shall voluntarily acquire any interest, direct or indirect, in the Project or in any property included or planned to be included in the Project or in any contract or proposed contract relating to the Project, unless prior to such acquisition he/she discloses his/her interest in writing to the Department and such disclosure is entered in the records of the Department, officer, or employee, shall not participate in any action by the Department relating to the property or contract in which he/she has any such interest. If an employee of the Department involuntarily acquires any such interest, or voluntarily or involuntarily acquired any interest prior to appointment or employment as an employee, in any such event, shall immediately disclose his/her interest in writing to the Department or the employee shall not participate in any action by the Department relating to the property or contract in which he/she has any such interest.

Section 3.080 Relation to Federal Law. The Department's participation in federal Indian housing programs may create additional rights and responsibilities between the Department and other. To the extent practicable, this Ordinance shall be read consistently with applicable federal law. Where there is a conflict between this Ordinance and any housing statute or regulation of the United States, the federal law shall apply if it has specific applicability. Otherwise, this ordinance shall control.

IV. CHAPTERFOUR: TRIBAL COURT JURISDICTION

Section 4.010 Jurisdiction. To ensure the peace, harmony, safety, health and general welfare of Tribal members and those permitted to enter or reside on

Tribal lands, and the efficient resolution of disputes, the Sauk-Suiattle Tribal Court shall have jurisdiction over the following:

- (1) All lands owned by, held in trust for, leased or used by the Tribe, its members, the Department or any other entity of the Tribe;
- (2) All buildings which may lie upon lands owned by, held in trust for, leased or used by the Tribe its members, the Department or any other entity of the Tribe;
- (3) All persons or entities within the jurisdiction of the Tribe who sell, rent, lease, or allow persons to occupy housing, dwellings or accommodations for the purpose of human dwelling, occupation, or residence, and all persons who buy, mortgage, rent, lease or occupy such structures. Such personal jurisdiction is extended over said persons and entities whether or not they are members of the Sauk-Suiattle Tribe and whether or not they have a place of business within the Tribes' reservation;
- (4) All contracts, liens, instruments or other agreements to which the Department is a party; and
- (5) Any act within the Sauk-Suiattle Reservation dealing with the subject matter of this Ordinance.

V. CHAPTER FIVE: LEASES/RENTAL AGREEMENTS.

Section 5.010 Effect of Leases/Rental Agreements. The provision of this Ordinance, as well as any applicable law as identified in Section (e) (10), establish the minimum rights and responsibilities of the Department and tenants. Unless inconsistent therewith, Leases or Rental Agreements may supplement these minimum rights and responsibilities.

Section 5.020 Term of Tenancy. In the absence of a definite term in the Lease or Rental Agreement, the tenancy shall be month-to-month.

Section 5.030 Payment of Rent. In the absence of definite terms in the Lease or Rental Agreement, Rent is payable at the Tribal Administration office.

Section 5.040 Delinquent Tenant or Homebuyer. A tenant or homebuyer who fails to make rent or payments to the Housing Department according to the terms of the lease, agreement or special arrangement with the Department shall be considered delinquent. Receipt by the Housing Department of partial payment under an agreement shall not excuse the payment of any balance due upon demand, unless otherwise agreed to between the parties. A "Notice of Delinquency" shall be served upon any tenant or homebuyer deemed to be delinquent.

Section 5.050 Notice of Delinquency. The "Notice of Delinquency" shall include the following:

- (A) A demand for immediate payment of the amount delinquent and all applicable late fees;
- (B) A statement to the effect that prompt payment is a requirement for continued occupancy and for avoiding the necessity of the Housing Department to resort to eviction;
- (C) A statement that if the tenant or homebuyer has had unforeseen or unusual problems in making the required payment, an appointment can be made with Housing Department to determine if the circumstances warrant special arrangements be made to pay the delinquent payment(s) over a reasonable period of time, and if necessary, to obtain counseling relating to the efficient budgeting of their household income;
- (D) A statement that the tenant or homebuyer has seven (7) days from the date of the notice within which to remit the required monthly payment and late charges, or to request counseling and make special arrangements for payment;
- (E) A statement that, upon expiration of seven (7) days from the date of the notice, the Housing Department shall serve a "Notice of Termination."
- (F) A copy of the notice will be placed in the tenant's or homebuyer's file.

Section 5.060 Tenant or Homebuyer Otherwise in Breach of Lease or Agreement.

A tenant or homebuyer who fails to comply with any of his or her obligations under a lease or agreement related to Tribal Housing will be considered in breach of that lease or agreement. A "Notice of Breach" shall be served upon any tenant or homebuyer deemed to be in breach.

Section 5.070 Notice of Breach.

- (A) The "Notice of Breach" shall include a demand that the tenant or homebuyer immediately remedy breach;
- (B) A statement to the effect that prompt remedy is a requirement for continued occupancy and for avoiding the necessity of the Housing Department to resort to termination of agreement and eviction;
- (C) A statement that if the tenant or homebuyer has had unforeseen or unusual problems in fulfilling the obligation, an appointment can be made with Housing Department to determine if the circumstances warrant special arrangements be made;
- (D) A statement that the tenant or homebuyer has seven (7) days from the date of the notice within which to comply, or to request counseling and make special arrangements for payment;
- (E) A statement that, upon expiration of seven (7) days from the date of the notice, the Housing Department shall serve a "Notice of Termination."
- (F) A copy of the notice will be placed in the tenant's or homebuyer's file.

Section 5.080 Termination of Lease or Home Ownership and Occupancy Agreement by Housing Department.

In the event the tenant or homebuyer fails to respond or comply with the "Notice of Delinquency" or "Notice of Breach," the Housing Department shall serve the tenant or homebuyer with a "Notice of Termination." Procedures for termination of a Home Ownership and Occupancy Agreement (HOA) or Rental Lease/Agreement are as follows:

- (A) The final decision to terminate a HOA or Rental Lease/Agreement shall be made by the Director of the Housing Department.
- (B) The Housing Department shall serve the tenant or homebuyer with a written "Notice of Termination" in accordance with this Ordinance, or in accordance with the Home Ownership and Occupancy Agreement if applicable.
- (C) The "Notice of Termination" shall be served upon the tenant or homebuyer in the manner described in this Ordinance.
- (D) A "Notice of Appeal" may be filed by the tenant or homebuyer within ten (10) days of the date of the "Notice of Termination" or the decision is final and binding on the parties.
- (E) An Appeal may be reviewed by a Reviewing Officer (designee elected by CEO) or someone other than the person making the decision to send the "Notice of Termination."
- (F) The Housing Department will submit a letter notifying the tenant/homebuyer of the decision of the Reviewing Officer.

Section 5.090 Service of Notice.

Notices required or authorized in this Ordinance shall be given in writing by either:

- A. Delivering a copy personally to the tenant or homebuyer or to any person at least eighteen years old residing on the premises; or
- B. If personal service is not possible, then by posting the notice in a conspicuous and secure place near the entrance to the premises and by sending an additional copy to the tenant or homebuyer by certified mail, return receipt requested, properly addressed, postage prepaid.
- C. If the above methods are unsuccessful, then notice may be served by any other method reasonably designed to give actual notice to the tenant.

VI. CHAPTER SIX: ADMINISTRATIVE DUE PROCESS

Before terminating any Rental Agreement, Lease or other agreement, or instituting any action in Tribal Court under this Ordinance, the Department or Tenant must demonstrate that he/she has met or attempted to meet with the other party (ies) to discuss grievances which might otherwise be adjudicated in the Tribal Court and has made a good faith effort to resolve those grievances outside of Court. This subsection shall not apply in cases where tenant or other occupants of a dwelling have engaged in violations of criminal law in the dwelling or the vicinity of the dwelling.

CERTIFICATION

Pursuant to the authority contained in Article VII, Section 1(N) of the Constitution and Bylaws of the Sauk-Suiattle Indian Tribe, ratified by the Tribe on July 19, 1975 and certified by the Secretary of Interior on September 17, 1975, pursuant to the Indian Reorganization Act of June 18, 1934 (48 Stat. 984), the foregoing Ordinance was adopted this 28th, day of June at a Regular Council Meeting held at the Sauk-Suiattle Indian Reservation at which a quorum was present, by a vote of: 4 for; 0 against; 1 abstain and 2 absent.


Norma A. Joseph, Chairman

ATTEST: 
J. Kevin Lenon, Secretary