

**SAUK-SUIATTLE INDIAN TRIBE  
HOUSING ORDINANCE**

**I. CHAPTER ONE: GENERAL PROVISIONS**

**Section 1.010 Title.**

---

This Ordinance shall be known as the “Sauk-Suiattle Housing Ordinance”.

**Section 1.020 Purpose.**

---

The purpose of this Ordinance is to establish the Sauk-Suiattle 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. 1.030 Jurisdiction.**

---

Jurisdiction to interpret this Ordinance shall be the courts of the Sauk-Suiattle Indian Tribe. It is the intent of the Sauk-Suiattle Tribe to assert its jurisdiction over all Tribal housing matters, both on and off the reservation. The Sauk-Suiattle Indian Tribe retains jurisdiction over all residents and guests of its Tribal housing.

**Section 1.040 Severability.**

---

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of this Ordinance, or the application of the provision to other persons or circumstances is not affected, and to this end the provisions of this Ordinance are declared to be severable.

**Section 1.050 Definitions.**

---

The purpose of this section is to provide definition of legal terms in order to promote understanding and use of this Ordinance. The following terms, whenever used or referred to in this Ordinance, shall have the following respective meanings, unless a different meaning clearly appears from the context:

- A. “Council” means the Sauk-Suiattle Tribal Council.
- B. “Days” means actual calendar days. Calculation of days includes weekends and holidays.
- C. “Department” means the Sauk-Suiattle Tribal Housing Department.
- D. “Director” means the Director of the Sauk-Suiattle Housing Department.
- E. “Homebuyer” means a person(s) who has executed a lease-purchase agreement with the Tribal Housing Department, and who has not achieved home-ownership.
- F. “Housing Committee” means the group of individuals appointed by the Tribal Council to serve on the Sauk-Suiattle Tribal Housing Committee.
- G. “Housing Department” means the Sauk-Suiattle Housing Department.

- H. "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 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.
- I. "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.
- J. "Lessor" means the Sauk-Suiattle 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.
- K. "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.

## **II. CHAPTER TWO: HOUSING COMMITTEE APPOINTMENT AND REMOVAL**

### **Section 2.010 Appointment and Membership.**

---

The Sauk-Suiattle Tribal Council shall appoint a five (5) member Housing Committee. Additional non-voting alternates may be appointed to the Committee and the Tribal Council shall designate their alternate position by consecutive number beginning with non-voting member number six (6). Members and alternates must be residents of Sauk-Suiattle Tribal Housing and be at least eighteen years of age. Both members and alternates are expected to attend and participate in all Committee meetings; however, alternates may only vote in the event described in Section 2.050. The Housing Department Director shall serve as a non-voting Ex Officio member and shall attend all meetings of the Housing Committee. The Tribe's General Manager and Finance Director shall be non-voting Ex Officio members and attend meetings as needed. The Council reserves the right to sit as the Housing Committee at any time.

A member or alternate of the Housing Committee may be a member or non-member of the Council. No person shall be barred from serving on the Housing Committee because he or she is a tenant or homebuyer.

The terms of the Housing Committee members shall run from appointment until the next Council reorganization following a Tribal election, subject to Section 2.080. Vacancies shall be filled by the same method as initial appointment.

---

**Section 2.020 Officers.**

---

The Housing Committee shall elect delegates to serve as officers naming one delegate as Housing Committee Chairman, one delegate as Vice-Chairman, and a third, as Secretary/Treasurer. Alternates can not serve as officers. In the absence of the Chairman, the Vice-Chairman will preside.

---

**Section 2.040 Quorum.**

---

At least two officers must be present at every meeting of the Committee. Three members including the two officers shall constitute a quorum. An alternate may serve as the third member to create a quorum.

---

**Section 2.050 Voting.**

---

No more than five (5) votes shall be counted and recorded at any meeting. Alternate delegates have voting power only if one or more alternates are needed. A simple majority in the affirmative is needed for any action to be approved. A unanimous voice vote shall be recorded as four (4) when all voting members are present. Any voting member may call for a roll call vote and are encouraged to do so if a unanimous vote is not possible.

---

**Section 2.060 Chairman's Role.**

---

The Chair shall have no vote except to break a tie when a roll call vote is called. The Chair shall preside over meetings and decide all questions of procedure.

---

**Section 2.070 Conflict of Interest.**

---

No member of the Housing Committee shall be permitted to participate as a Housing Committee member in any matter involving the member's individual or family member's rights, obligations, or status as a tenant or homebuyer. "Family member" means any spouse, parent, child, sibling, and those raised or living in the home. The Housing Committee member shall be excluded from attending the meeting. Tribal Council and Housing Committee members are prohibited from influencing or attempting to influence individuals participating in discussions and meetings that may directly or indirectly concern a family member.

---

**Section 2.080 Removal.**

---

A member of the Housing Committee may be removed before the expiration of the member's term only after a hearing before the Council. Either the Tribal Council or the Housing Committee may initiate removal proceedings. At least three regular voting members of the Housing Committee must sign a written notice to the member proposed for removal. The Tribal Council may issue a written notice of removal hearing pursuant to Tribal Council Resolution. The written notice must specify the charges or reason(s) for removal and must be provided to the member at least ten days prior to a hearing before Council. Reasons for removal include conviction of drug related criminal activity, sex offenses, or capital crimes; falsification of information related to housing eligibility; disregard of Housing Policy; attempting to influence Housing Committee members, housing department employees, or Tribal Council members; neglect of duty by missing more than two consecutive meetings without being excused by the Chair; disclosure of confidential or proprietary information; or public misconduct that reflects poorly upon the Tribe

and its members. The member may appear and speak on his or her own behalf at the hearing. The decision of the Council is final and not appealable.

---

**Section 2.090 Compensation.**

The members of the Housing Committee shall not receive compensation for their services, but shall be entitled to compensation for expenses, including travel expenses, incurred in the discharge of their duties, as approved by the Council.

**III. CHAPTER THREE: MEETINGS**

---

**Section 3.010 Meeting Schedule and Notice.**

Meetings of the Housing Committee will be held on the first Thursday of the month as needed but no less than three times annually. Emergency meetings may be held with concurrence of a quorum with at least twenty-four (24) hour notice given to the Housing Committee members. The Secretary shall work in conjunction with the Director to prepare an agenda, which shall be distributed to all members and alternates at least two (2) days prior to regular meetings.

---

**Section 3.020 Housing Committee Minutes.**

All Housing Committee meetings shall be recorded. The Secretary/Treasurer shall keep complete and accurate records of all meetings and actions taken by the Housing Committee. Approved Minutes of the Housing Committee meetings shall be submitted to the Council for review and for the permanent record of the Tribe. The Housing Committee shall submit a written report to the Council annually. Such written report shall be submitted in a timely manner and will be available at least three weeks prior to the Tribe's General Council Meeting.

---

**Section 3.030 Public Participation in Committee Meetings.**

All Housing Committee meetings shall be open to the Tribal Community, subject to Section 4.020. Information regarding time and place of Committee Meetings other than regularly scheduled meetings shall be posted in the Administration Building. The Chairperson shall provide an opportunity for Tribal Community members who attend the meeting to address the Committee.

**IV. CHAPTER FOUR: HOUSING COMMITTEE POWERS AND RESPONSIBILITIES**

---

**Section 4.010 Developing Policies, Rules, and Regulations.**

The Housing Committee shall develop policies, rules and regulations as are necessary to implement this Ordinance and submit them to Council for review and approval by resolution. In drafting policies, rules and regulations, the Housing Committee shall follow Sauk-Suiattle and federal laws, regulations, and ordinances. The Housing Committee shall submit an annual Housing Department Manual containing all up to date policies and procedures, which is clearly dated and consistent with Tribal and federal laws and regulations, to the Council for approval.

The Council reserves the right to rescind or modify any order, action, rule or regulation of the Housing Committee.

**Section 4.020 Housing Committee Duties and Responsibilities.**

---

A. The Housing Committee shall monitor the list of eligible applicants for the Homebuyer Program, Tenant Based Rental Assistance Program, and Housing Improvement Programs (HIP) for compliance, fairness, and impartiality.

B. The Housing Committee's has the responsibility of reviewing decisions of the Department, including but not limited to those decisions related to admissions, home improvement requests, inspections, denials of service, subleasing and rent schedules.

1. The Housing Committee shall hear appeals from decisions of the Department. An appeal must be requested within seven (7) days of receiving notice of the decision. The Department will schedule a hearing in front of the Housing Committee.
2. At least seven (7) working days before the hearing date, all interested parties will be sent a copy of the appeal to be heard and notice of the time, date, and place, and purpose of the hearing. The hearing will be closed to the public. The proceedings will be on the record, informal, and the technical rules of evidence will not apply. All parties are entitled to counsel or representation of their own choosing at their own expense.
3. The Housing Committee shall issue a written report of its findings and decision within seven (7) days of the hearing to all parties. The report shall include the basis for the Committee's decision.
4. A final decision by the Housing Committee may be appealed to the Tribal Court only for an abuse of discretion or violation of the procedures laid out in this section or a Homeownership Agreement if applicable, provided:
  - a. A "Notice of Appeal" must be filed within seven (7) days of the entry of the final decision by the Housing Committee or the decision is final and binding on the parties; and
  - b. The Appellant has burden of showing an abuse of discretion or violation of procedure.
5. If Tribal Court finds an abuse of discretion or violation of procedures, relief is limited to an order to vacate and remand to the Housing Committee for further proceedings.

C. The Committee will make decisions on terminations, as described in Section Six.

**Section 4.030 Financial.**

---

The Housing Committee shall provide oversight and recommendation on the department's proposed annual budget to ensure the budget enumerates the necessary costs for the operation of Tribally owned housing stock and rental assistance program, administration, personnel, construction and modernizations, insurance, and other necessary costs.

Funding received from the Department of Housing and Urban Development shall be kept and maintained in accounts separate from other Tribal revenue. The Tribal Council shall name check signers for that account as needed.

---

**Section 4.040 Personnel.**

At least one member of the Housing Committee shall be represented on the Tribe's Personnel Committee for the selection of Housing Department employees.

The Chair of the Housing Committee shall assist the General Manager and Tribal Council in the advertisement for and the interview and selection of the Housing Director position. The Housing Committee shall make recommendations to the Tribal Council for additions or amendments to the Housing Director's position description as needed.

The Housing Committee shall assist the Housing Director in establishing a wage and salary scale for the Department. Once approved by the Housing Committee the wage and salary scale will be provided to the Tribal Council by the Housing Director for approval.

---

**Section 4.050 Confidentiality.**

All Housing Committee members must sign Confidentiality Oaths and refrain from disclosing confidential information, proprietary information, or information learned through a member's participation in the Committee that would be embarrassing or harmful to a tenant or hombuyer if disclosed.

**V. CHAPTER FIVE: HOUSING DEPARTMENT DIRECTOR**

---

**Section 5.010 Hiring and Responsibilities.**

The Council shall employ a Housing Director suitably skilled and capable of directing the Department. The primary function and responsibility of the Director is the management, enhancement, development, and expansion of all Tribal Housing Programs on and off the Reservation. The Director shall report to the Committee for policy direction, and to the General Manager of the Sauk-Suiattle Indian Tribe for administrative direction. The duties of the Director shall be enumerated by a job description approved by the Council. The Director shall attend all meetings of the Housing Committee.

The Director shall submit all required reports, plans, project plans, work plans, grant proposals, and budgets to the Housing Committee for review and modification, if needed, and will present the approved documents to the Council for submittal to the funding agencies. All reporting and plan development under the Division of Housing and Urban Development's Native American Housing and Self-Determination Act (NAHASDA), as amended, will be adhered to.

The Director shall develop and maintain a Housing Department Manual, approved by the Housing Committee and Tribal Council, which follows all Sauk-Suiattle and federal laws, regulations, and ordinances.

The Director's programmatic duties include, but are not limited to:

1. Undertake and complete studies and analyses of housing needs for the Sauk-Suiattle Indian Tribe.
2. To execute plans and projects, including new construction, reconstruction, improvement, extension, alteration or repair of any project.
3. Enter into contracts, subject to approval by the Tribal Council, for the implementation of approved projects complying with all required acquisition laws and regulations.
4. Enter into and monitor lease or rental agreements with homebuyers and tenants, following federal laws, rules and regulations.
5. Establish and revise rents or required monthly payments, following federal laws, rules and regulations.
6. Follow policies and procedures concerning selection of tenants or homebuyers, following federal laws, rules and regulations.
7. Follow policies and procedures concerning implementation of the Davis Bacon and Related Acts (DBRA) in the implementation of all construction projects, following all Sauk-Suiattle Tribal and federal laws, rules and regulations.
8. Follow policies and procedures concerning environmental reviews, following federal laws, rules and regulations.
9. To recommend termination of any lease or rental agreement when the tenant or homebuyer fails to meet obligations under the lease or rental agreement.
10. Monitor all homebuyer and rental programs on and off the Reservation.
11. Implement other projects and activities of benefit to the Tribe as assigned.

---

**Section 5.020 Department Employees.**

No employee of the Department shall be permitted to participate in any matter involving the employee's individual or family member's rights, obligations, or status as a tenant or homebuyer. "Family member" means any spouse, parent, child, sibling, and those raised or living in the home.

---

**VI. CHAPTER SIX: DELINQUENCY, BREACH, AND TERMINATION**

**Section 6.010 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 and subject to late fees. 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 6.020 Notice of Delinquency.**

- 
- A. The "Notice of Delinquency" shall include the following:
1. A demand for immediate payment of the amount delinquent and all applicable late fees;

2. 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;
3. 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 officials to determine if the circumstances warrant that 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;
4. 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;
5. A statement that, upon expiration of seven (7) days from the date of the notice, the Housing Department shall serve a "Notice of Termination" in accordance with 6.040.

B. A copy of the notice will be placed in the tenant's or homebuyer's file.

---

**Section 6.030 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 (other than as described in Section 6.020) 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 6.020 Notice of Breach.**

- A. The "Notice of Breach" shall include the following:
1. A demand that the tenant or homebuyer immediately remedy breach;
  1. 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;
  2. 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 officials to determine if the circumstances warrant that special arrangements be made;
  3. 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;
  4. A statement that, upon expiration of seven (7) days from the date of the notice, the Housing Department shall serve a "Notice of Termination" in accordance with 6.040.

B. A copy of the notice will be placed in the tenant's or homebuyer's file.

---

**Section 6.030 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:

1. The final decision to terminate a HOA or Rental Lease/Agreement shall be made by the Housing Committee at an administrative hearing.
2. The Housing Department shall serve the tenant or homebuyer with a written “Notice of Termination” in accordance with this Chapter, or in accordance with the Home Ownership and Occupancy Agreement if applicable.
3. The “Notice of Termination” shall be served upon the tenant or homebuyer in the manner described in Section 6.040. A copy of the “Notice of Termination” shall be sent to the Tribal Council.
4. The Housing Department shall schedule a hearing at the next regularly scheduled Committee meeting. At this hearing, the tenant or homebuyer may respond to the Housing Department’s reasons for termination. The tenant or homebuyer may be represented or accompanied by a person of his or her choice, including a representative of the Tribal government. The hearing will be closed to the public. The proceedings will be on the record, informal, and the technical rules of evidence will not apply. All parties are entitled to counsel or representation of their own choosing at their own expense.
5. The Housing Committee shall make its decision regarding termination of the Agreement or Lease based on the evidence presented at the hearing.
6. The Housing Committee shall notify the tenant or homebuyer and Housing Department, within seven (7) days, in writing, as to the final decision.
7. A final decision by the Housing Committee may be appealed to the Tribal Court only for an abuse of discretion or violation of the procedures described in this section or the HOA if applicable, provided:
  - a. “Notice of Appeal” must be filed within seven (7) days of the entry of the final decision by the Housing Committee or the decision is final and binding on the parties; and
  - a. The Appellant has burden of showing an abuse of discretion or violation of procedure.
8. If Tribal Court finds an abuse of discretion or violation of procedures, relief is limited to an order to vacate and remand to the Housing Committee for further proceedings.

#### **Section 6.040 Service of Notice.**

---

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

- A. Delivering a copy personally to the tenant or homebuyer or to any person at least fourteen (14) 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.

Proof of service shall be made by affidavit of any person at least eighteen (18) years old, stating that he or she has complied fully with the requirements of this section.