TRIBAL ORDINANCE

Pursuant to the authority vested in the White Earth Reservation Tribal Council, the traditional governing body of the White Earth Tribe, including its authority to provide for the health, safety, morals and welfare, the Council of the White Earth Tribe (hereinafter referred to as the Council) hereby establishes a public body known as the White Earth Housing Authority (hereinafter referred to as the Authority), and enacts this ordinance which shall establish the purposes, powers and duties of the Authority.

In any suit, which shall be exclusively venued in White Earth Tribal Court, action or proceeding involving the validity or enforcement of or relating to any of its contracts, the Authority shall be conclusively deemed to have become established and authorized to transact business and exercise its powers upon proof of the adoption of this Ordinance. A copy of the Ordinance duly certified by the Secretary of the Council shall be admissible in evidence in any suit, action or proceeding.

Article I
Declaration of Need

It is hereby declared:

I. That there exists within the area of the jurisdiction of the council unsanitary, unsafe and overcrowded dwelling accommodations; that there is a shortage of decent, safe and sanitary dwelling accommodations available at rents or prices which persons of low income can afford; and that such shortage forces such persons of low income to occupy an unsanitary, unsafe and overcrowded dwelling accommodations;

2. That these conditions cause and/or increase the spread of disease and crime and constitute a menace to health, safety protection, fire and accident prevention, and other public services and facilities;

3. That the shortage of decent, safe and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise;

4. That the providing of decent, safe and sanitary dwelling accommodations for persons of low income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of concern to this Council;

5. That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertakings authorized by this Ordinance to aid the production of better housing and a more desirable neighborhood and community development at lower costs will make possible a more stable and larger volume of residential construction and housing supply which will assist materially in achieving full employment; and

6. That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

Article II
Purposes

The Authority shall be organized and operated for the purposes of:

1. Remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals;

2. Alleviating the acute shortage of decent, safe and sanitary dwellings for persons of low income; and

3. Providing employment opportunities through construction, reconstruction, improvement, extension, alteration or repair and operation of low-income dwellings.

Article III
Definitions

The following terms, wherever used or referred to in this Ordinance, shall have the following respective meanings, unless a different meaning clearly appears from the context:

"Indian Service Area" means all areas described in WEHA IBP.
"Board" means the Board of Commissioners of the Housing Authority
"Council" means the White Earth Tribal Council.
"Federal Government" includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise, of the United States of America.
"Home buyer" means a person(s) who has executed a lease-purchase agreement with the Authority and who has not yet achieved home ownership.
"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 in single or multifamily structures under conventional condominium, or cooperative sales contracts or lease-purchase agreements; loans, or subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartments, or other living accommodations for persons of low income. Such work or undertaking may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health recreational, welfare, or other purposes. The term "housing project" or "project" also may be applied to the planning of the buildings and improvements, the acquisition of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.

"Obligations" means any notes, bonds, intern certificates, debentures, or other forms of obligation issued by the Authority pursuant to this Ordinance.

"Obligee" includes any holder of an obligation, agent or trustee for any holder of an obligation, or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of lessor's interest or any part thereof, and the Federal government when it is a party to any contract with the Authority in respect to a housing project.

"Persons of low income" means persons or families who cannot afford to pay enough to cause private enterprise in their locality to build an adequate supply of decent, safe, and sanitary dwellings for their use.

Article IV
Tribally Designated Housing Entity (Board)

1. The Housing Authority shall be a Agency of the Tribal Government.

2. The affairs of the Authority shall be managed by the Board composed of seven persons, and the Executive Director.

3. The Board members (member) shall be appointed, and may be re-appointed, by the Council. A Certificate of the Secretary of the Council as to the appointment or reappointment member shall be conclusive evidence of the due and proper appointment of the Board of Commissioner.

4. A Commissioner shall not be a member of the Council.

5. No person shall be barred from serving on the Board because he/she is a tenant or home buyer in a housing project of the Authority; and such member shall be entitled to fully participate in all meetings concerning matters that affect all of the tenants or home buyers, even though such matters affect him/her as well.

However, no such Commissioner shall be entitled or permitted to participate in or be present at any meeting (except in his/her capacity as a tenant or home buyer), or to be counted or treated as a Commissioner of the Board, concerning any matter involving his/her individual rights, obligations or status as a tenant or homebuyer.

6. The term of office shall be every four years. In the case of a prior vacancy, an appointment shall be only for the length of the unexpired term. Each member of the Board shall hold office until his/her successor has been appointed and has qualified (nominated and accepted by the Reservation Tribal Council).

7. The Board shall elect from among its members a Chairperson, Vice Chairperson, a Secretary; and any member may not hold two of these positions. In the absence of a Chairperson, the Vice Chairperson shall preside; and in the absence of both the Chairperson and Vice Chairperson, the Secretary shall preside.

8. A Commissioner of the Board may be removed by the appointing power at will or for serious inefficiency or neglect of duty or for misconduct in office, but only after a hearing before the appointing power and only after the member has been given a written notice of the specific charges against him/her at least 10 days prior to the hearing excluding direct Council appointments. At any such hearing, the member shall have the opportunity to be heard in person or by counsel and to present witnesses in his/her behalf. In the event of removal of any Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed with the appointing power.

9. The Commissioners shall receive compensation for their service from the Authority and shall be entitled to compensation for expenses, including travel expenses, incurred in the discharge of their duties, based on the annual resolution passed by the Board.

10. A majority of the full Board shall constitute a quorum for the transaction of business.

11. The Secretary shall keep complete and accurate records of all meetings and actions taken by the Board. The Secretary shall be assisted by a housing staff member.

12. Meetings of the Board shall be held at regular intervals as provided in the By-Laws of the Authority. Special meetings may be held upon 24-hour actual notice and business transacted at such meeting. Not less than a majority of the Board must concur in any action taken in such Special meeting.

13. Three (3) unexcused absences from meetings within a 12-month period (beginning at the annual meeting) shall be grounds for removal from the Board. The Board will determine an excused or unexcused absence. All removals shall be automatic and a request will be forwarded to the Council for a new appointment.

1. The Authority shall have perpetual succession in its corporate name.

2. The Authority shall have the following powers, which it may exercise consistent with the purposes for which it is established:

   a) To adopt and use a corporate seal.

   b) To enter into agreements, contracts and understandings with any governmental agency, Federal, State or local (including the Council) or with any person, partnership, corporation or Indian Tribe; and to agree to any conditions attached to Federal financial assistance.

   c) To agree, notwithstanding anything to the contrary contained in this ordinance or in any other provisions of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or compliance with labor standards, in the development or operation of projects. The Authority may include in any contract let in connection with a project stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum salaries or wages and maximum hours of labor, and comply with any conditions which the Federal government may have attached to its financial aid to the project.

   d) To obligate itself, in any contract with the Federal government for annual contributions to the Authority, to convey to the Federal government possession of or title to the project to which such contract relates, upon the occurrence of a substantial default (as defined in such contract) with respect to the covenants or conditions to which the Authority is subject; and such contract may further provide that in case of such conveyance, the Federal government may complete, operate, manage, lease, convey or otherwise deal with the project and funds in accordance with the terms of such contract. Provided, that the contract requires that, as soon as practicable after the Federal government is satisfied that all defaults with respect to the project have been cured and that the project will thereafter be operated in accordance with the terms of the contract, the Federal government shall reconvey to the Authority the project as then constituted.

   e) To lease property from the Tribe and others for such periods as are authorized by law, and to hold and manage or to sublease the same, and to maintain legal descriptions of land in accordance with tribal planning and zoning ordinances.

f) To borrow or lend money, to issue temporary or long-term evidence of indebtness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Article VI of this Ordinance.

g) To pledge the assets and receipts of the Authority as security for debts; and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein.

h) To purchase land or interests in land or take the same by gift; to lease land or interests in land to the extent provided by law.

i) To undertake and carry out studies and analysis of housing needs, to prepare housing plans, to execute the same, to operate projects and to provide for the construction, reconstruction, improvements, extension, alteration or repair of any project or any part thereof.

j) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any project (including individual cooperative or condominium units): to lease or rent, sell or enter into lease-purchase agreements or leases with option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the selection of tenants or home buyers, including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units; and to make such further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this ordinance.

k) To finance purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Housing Authority.

l) To terminate any lease or rental agreement or lease-purchase agreement when the tenant or home buyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or home buyer.

m) To establish income limits for admission that insure that dwelling accommodations in a housing project shall be made available only to persons as defined eligible by the Authority.

n) To purchase insurance for any property or against any risk or hazards.

o) To invest such funds not required for immediate disbursement.

p) To establish and maintain such bank accounts as may be necessary or convenient.

q) To employ an executive director, technical and maintenance personnel and such other officers and employees, permanent and temporary, as the Authority may require; and to delegate to such officers and employees such powers or duties as the Authority shall deem proper. Nothing in this provision affects the inherent authority of the Council to exercise these powers.

r) To take such further actions as are commonly engaged in by public bodies of this character as the Authority may deem necessary and desirable to effectuate the purposes of the Authority.

s) To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of the State or another tribe in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other agencies for the purpose of financing (including but not limited to the issuance of notes or other obligations and giving security therefore), planning, undertaking, owning, constructing, operating, or contracting with respect to a housing agency or agencies. For such purpose, so joining or cooperating with the Authority, to act on the Authority's behalf with respect to any or all powers, as the Authority's agent or otherwise, in the name of the Authority or in the name of such agency or agencies.

t) To adopt such by-laws as the Board deems necessary and appropriate.

It is the purpose and intent of this Ordinance to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation of the Federal, State or local government in the undertaking, construction, maintenance or operation of any project by the Authority.

Article VI
Obligations

1. The Authority may issue obligations from time to time in its discretion for any of its purposes and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued by it. The Authority may issue such types of obligations as it may determine, including obligations on which the principle and interest are payable:

a) exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income or revenues together with a grant from the Federal government in aid of such project;
b) exclusively from the income and revenues of certain designated projects whether or not they were finances in whole or in part with the proceeds of such obligations; or from its revenues generally. Any of such obligations may be additionally secured by a pledge of any revenues of any project or other property of the Authority.

2. Neither the Authority nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.

3. The notes and other obligations of the Authority shall not be a debt of the Tribe and the obligations shall so state on their face.

4. Obligations of the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall be exempt from taxes imposed by the Tribe. The tax exemption provisions of this Ordinance shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this Ordinance and without necessity of being restated in the obligations, acontract between:

a) the Authority and the Tribe, and
b) the holders of obligations and each of them, including all transferees of the obligations from time to time.

5. Obligations shall be issued and sold in the following manner:

a) Obligations of the Authority shall be authorized by resolution adopted by the vote of a majority of the full Board and may be issued in one or more series.

b) The obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, wither coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment and at such places, and be subject to such terms of redemption, with or without premium, as such resolution may provide.

c) The obligations may be sold at public or private sale at not less than par.

d) In case any of the Board of Commissioners of the Authority whose signatures appear on any obligations cease to be a Board member before

the delivery of such obligations, the signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if the commissioners had remained in office until delivery.

6. Obligations of the Authority shall be fully negotiable. In any suit, action or proceeding involving the validity or enforceability of any obligations of the Authority or the security thereof which shall be exclusively in Tribal Court, any such obligation reciting in substance that it has been issued by the Authority to aid in financing a project pursuant to this ordinance shall be conclusively deemed to have been issued for such obligation was issued shall be in accordance with the purposes and provisions of this Ordinance.

7. In connection with the issuance of obligations or incurring of obligations under leases and to secure the payment of such obligations, the Authority, subject to the limitations in this Ordinance, may:

   a) Pledge all or any part of its gross or net rents, fees or revenues to which its right then exists or may thereafter come into existence.

   b) Provide for the powers and duties of obligees and limit their liabilities; and provide the terms and conditions on which such obligees may enforce any covenants or rights securing or relating to the obligations.

   c) Covenant against pledging all or any part of its rents, fees and revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property.

   d) Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof.

   e) Covenant as to the obligations to be issued and as to the issuance of such obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof.

   f) Provide for the replacement of lost, destroyed or mutilated obligations.

   g) Covenant against extending the time for the payment of its obligations or interest thereon.

   h) Redeem the obligations and covenants for their redemption and provide the terms and conditions thereof.

   i) Covenant concerning the rents and fees to be charged in the operation of a project or projects, the amount to be raised each year or other period of

time by rents, fees and other revenues, and as to the use and disposition to be made thereof.

j) Create and authorize the creation of special funds for monies held for construction or operating costs, debt service, reserves or other purposes, and covenant as to the use and disposition of the monies held in such funds.

k) Prescribe the procedure, if any, by which the terms of any contract with holders of obligations may be amended or abrogated, the proportion of outstanding obligations the holders of which must consent thereto, and the manner in which such consent may be given.

l) Covenant as to the use, maintenance and replacement of its real or personal property, the insurance to be carried thereon and the use and disposition of insurance monies.

m) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.

n) Covenant and prescribe as to events of default and terms and conditions upon which any or all of its obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.

o) Vest in any obliges or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations.

p) Exercise all or any part or combination of the powers granted in this section.

q) Make covenants other than and in addition to the covenants expressly authorized in this section, of like or different character.

r) Make any covenants and do any acts and things necessary or convenient or desirable in order to secure its obligations, or, in the absolute discretion of the Authority, tending to make the obligations more marketable although the covenants, acts or things are not enumerated in this section.

s) All contracts with the Authority shall designate the White Earth Tribal Court as the jurisdiction to hear any dispute arising from the transactions. Each vendor shall be deemed to submit to the jurisdiction of the Tribal Court by entering into an agreement with the Authority.

Article VII
Miscellaneous

1. The Authority shall submit an annual performance report, signed by the Chairperson of the Authority, to the Council showing:

    a) a summary of the year's activities,
    b) the financial condition of the Authority,
    c) the condition of the properties,
    d) the number of units and vacancies,
    e) any significant problems and accomplishments.

    f) such other information as the Authority or the Council shall deem pertinent.

2. During his/her tenure and for one year thereafter, no Commissioner, officer or employee of the Authority, or any member of any governing body of the Tribe, or any other public official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or property included or planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he/she discloses his/her interest in writing to the Authority and such disclosure is entered upon the minutes of the Authority, and the Board member, officer or employee shall not participate in any action by the Authority relating to the property or contract in which he/she has any such interest. If any Board member, officer or employee of the Authority involuntarily acquires any such interest, or voluntarily or involuntarily acquired an such interest prior to appointment or employment as a Board member, officer or employee, the Board member, officer or employee shall not participate in any action by the Authority relating to the property or contract in which he/she has any such interest. Any violation of the foregoing provisions of this section shall constitute misconduct in office. This section shall not be applicable to the acquisition of any interest in obligation of the Authority issued in connection with any project, or to the execution of agreements by banking institutions for the deposit or handling of funds in connection with a project or to act as trustee under any trust indenture, or to utility services the rates for which are fixed or controlled by a governmental agency, or to membership on the Board as provided in Article IV, Section 1 (a) (4).

3. Each project developed operated under a contract providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable Federal legislation, and with all regulations and requirements prescribed from time to time by the Federal government in connection with such assistance.

4. The Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

5. The property of the Authority is declared to be public property used for essential public and governmental purpose and such property and the Authority are exempt from all taxes and special assessments of the Tribe.

6. All property including funds acquired or held by the Authority pursuant to this Ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same, nor shall any judgment against the Authority be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of obliges to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its rents, fees or revenues or the right of the Federal government to pursue any remedies conferred upon it pursuant to the provisions of this Ordinance or the right of the Authority to bring eviction actions in accordance with Article V, Section 3

Article VIII
Cooperation in Connection with Projects

I. For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the Tribe hereby agrees that:

a) It will not levy or impose any real or personal property taxes or special assessments upon the Authority or any project of the Authority.

b) It will furnish or cause to be furnished to the Authority and the occupants of projects all services and facilities of the same character and to the same extent as the Tribe furnishes from time to time without cost or charge to other dwellings and inhabitants.

c) Insofar as it may lawfully do so, it will grant such deviations from any present or future building or housing codes of the Tribe as are reasonable and necessary to promote economy and efficiency in the development and operation of any project, and at the same time safeguard health and safety, and make such changes in any ongoing review of the site and surrounding territory of and project as are reasonable and necessary for the development and protection of such project, and the surrounding territory.

d) It will do any and all things, within its lawful powers, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of projects.

e) The Tribal Government hereby declares that the powers of the Tribal Government shall be vigorously utilized to enforce eviction of a tenant or homebuyers for non-payment or other contract violation including action through the White Earth Tribal Court.

Article IX

Privileges and Immunities and Waiver of Sovereign Immunity

1. The Housing Authority, its directors, officers and employees shall, be entitled to all the privileges and immunities enjoyed by the Tribe, including but not limited to immunities from suit in federal, tribal and state courts and from federal, local and state taxation or regulation.
2. The Housing Authority shall have the power to sue and agree to arbitration, and it may specifically grant limited waivers of its immunity from suit and consent to be sued in the White Earth Tribal Court; provided, however that
   a) Any such waiver or consent to suit shall in no way extend to any action against the Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe.
   b) Any recovery against the Housing Authority shall be limited to the assets of the Housing Authority, and the Tribe shall not be liable for the payment or performance of any of the obligations of the Housing Authority, and no Recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the Housing Authority; including assets of the Tribe leased, loaned or assigned to the Housing Authority for its use, without transfer of title.
   c) Any waiver of the Housing Authority's immunities shall be further limited or conditioned by the terms of such waiver.
   d) Any waiver may be granted only by: 1)a resolution adopted by the Housing Board for the specific purpose of granting a waiver; 2) the language of the waiver must be explicit; and 3)the waiver must be contained in a written contract or commercial document to which the Housing Authority is aparty.
   e) Waivers of sovereign immunity may be granted only when necessary to secure a substantial advantage or benefit to the Housing Authority.
   f) Waivers of sovereign immunity must be specific and limited as to duration, grantee, transaction, property or funds of the Housing Authority Subject to the waiver, court or arbitration body having jurisdiction and applicable law.

g) The sovereign immunity of the Housing Authority shall not extend to actions against the Housing Authority by the Tribe.