

Flandreau Santee Sioux Tribe

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RESOLUTION NO. 19-74

WHEREAS, the Flandreau Santee Sioux Tribe (the "Tribe") is a federally recognized Indian Tribe organized pursuant to the Constitution and By-laws approved by the Secretary of Interior and Commissioner of Indian Affairs on April 24, 1936, amended February 7, 1941, further amended November 16, 1967, further amended November 14, 1984, and finally amended May 17, 1997; and

WHEREAS, Article III of the Tribe's Constitution and By-laws provides that the governing body of the Tribe shall be the Executive Committee; and

WHEREAS, Article VIII Section 1(f) of the Constitution provides that the Executive Committee may promulgate and enforce ordinances governing and regulating the conduct of persons on the reservation; and

WHEREAS, Article VIII Section 1(h) of the Constitution provides that the Executive Committee has the authority to adopt resolutions consistent with the Constitution and By-Laws regulating the procedures of the Executive Committee and other tribal agencies, officials, or organizations of the Flandreau Santee Sioux Tribe; and

WHEREAS, the Executive Committee wishes to establish a Tribal Housing Department to administer its block grant under the Native American Housing Assistance and Self-Determination Act of 1996, 25 USC §§ 4101 et seq., as amended ("NAHASDA"); and

WHEREAS, the Executive Committee passed Title 10A of the Flandreau Santee Sioux Tribal Law and Order Code which established the Housing Authority as a separate legal entity from the Tribe and designated the Flandreau Santee Sioux Housing Authority as the Tribally Designated Housing Entity, and;

WHEREAS, the Executive Committee has determined it wishes to designate the tribe as the direct recipient for the block grant under NAHASDA instead of the Flandreau Santee Sioux Housing Authority; and

NOW THEREFORE BE IT RESOLVED the Executive Committee does here by officially repeal Title 10A of the Flandreau Santee Sioux Tribe Law and Order Code, and any and all resolutions approving or amending said title; and

BE IT FURTHER RESOLVED that the Executive Committee establishes the "Tribal Housing Department" to administer its block grant under NAHASDA; and

BE IT FURTHER RESOLVED the Executive Committee hereby designates itself as the direct recipient of the block grant pursuant to NAHASDA and 24 C.F.R. 1000.204; and


BE IT FINALLY RESOLVED that this Resolution and the action taken herein will become effective on October 1, 2019.


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CERTIFICATION

The foregoing Resolution was duly enacted and adopted on this 15th day of ~~September~~ ^{November}, 2019 by the Executive Committee of the Flandreau Santee Sioux Tribe during a duly called meeting with a quorum was present of 5 In Favor, 0 Opposed, 1 Abstaining, and 1 Not Voting, as follows:

Vice President, Andrew Weston:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
Secretary, Donalda Montoya:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
Trustee I, Kristi Bietz:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
Trustee II, David Kills-A-Hundred:	YES	NO	<u>ABSTAIN</u>	NOT PRESENT
Trustee III, Kenneth Weston:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
Trustee IV, John Jason Armstrong:	<u>YES</u>	NO	ABSTAIN	NOT PRESENT
President, Anthony Reider (<i>If Required</i>):	YES	NO	ABSTAIN	NOT PRESENT


Donalda Montoya, Tribal Secretary


Anthony Reider, Tribal President

**TITLE 10A
HOUSING AUTHORITY**

**CHAPTER 1
GENERAL PROVISIONS**

Section 10A-1-1. Establishment of the Flandreau Santee Sioux Housing Authority.

Pursuant to the Authority vested in the Flandreau Santee Sioux Tribe by its Constitution, and particularly by Article VIII, Section (e), (f), and (g) thereof, and its authority to provide for the health, safety, and welfare of the Tribe, the Executive Committee of the Flandreau Santee Sioux Tribe hereby establishes a public body known as the Flandreau Santee Sioux Housing Authority (herein after referred to as the “Authority”), and enacts this Revised Housing Authority Ordinance which shall establish the purposes, powers, and duties of the Authority and ensure that the Housing Authority operates in compliance with Public Law 104-330, the Native American Housing Assistance and Self-Determination Act (“NAHASDA”).

In any suit, 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 Executive Committee shall be admissible in evidence in any suit, action, or proceeding.

The Housing Authority shall have perpetual succession in its own name.

Section 10A-1-2. Declaration of Need. It is hereby declared:

- (1) That there exists on the Flandreau Santee Sioux Reservation, 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 persons to occupy unsanitary, unsafe, and overcrowded dwelling accommodations;
- (2) That these conditions cause an increase in, and spread of, disease and crime, and constitute a menace to the health, safety, and welfare of low income persons and that these conditions necessitate excessive, and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public services;
- (3) That the shortage of decent, safe, and sanitary dwelling 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 for which money may be spent and private property acquired, and concerning functions of the Tribal Government;
- (5) That residential construction activity and the 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, more desirable neighborhoods, and community development at lower costs will provide a more stable, and larger volume of residential construction and housing supply which will assist materially in achieving employment; and

- (6) That homebuyer assistance for moderate-income families has been recognized as an unmet need.

Section 10A-1-3. Purpose. The Authority shall be organized and operated for the following purposes:

- (1) Acting as the Tribally Designated Housing Entity (“TDHE”), and as a recipient of block grant funds authorized under P.L. 104-330, and to administer such funds in accordance with the provisions of the Act, as authorized by the Flandreau Santee Sioux Tribe through the Indian Housing Plan;
- (2) Remediating unsafe and unsanitary housing conditions that are injurious to public health, safety, and welfare;
- (3) Alleviating the acute shortage of decent, safe, and sanitary dwellings for person of low income;
- (4) Providing employment opportunities through the construction, reconstruction, improvement, extension, alterations or repair, and operation of low income dwellings;
- (5) Improving the quality of life in the Flandreau Santee Sioux Reservation community;
- (6) Engaging in activities that are directly or indirectly related to housing, including, but not limited to, mortgage origination and servicing, housing development and management, and development and management of housing-related services; and
- (7) Working jointly with entities formed to accomplish any of the above-described purposes including acting as a general partner of a limited partnership.

Section 10A-1-4. Definitions. The following terms, wherever used or referred to in this Title shall have the following respective meanings, unless a different meaning clearly appears from the context:

- (1) "Authority" means the Flandreau Santee Sioux Housing Authority.
- (2) “Area of Operations” means all area within the jurisdiction of the Flandreau Santee Sioux Tribe.
- (3) "Board" means the Board of Commissioners of the Authority.
- (4) “Executive Committee” means the Flandreau Santee Sioux Tribe Executive Committee.

- (5) “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.
- (6) “Homebuyer” means an individual or family that is purchasing a home pursuant to a lease purchase agreement, or who is purchasing a unit utilizing a down payment assistance or other like program. Upon completion of all required homebuyer payments and transfer of title to the housing unit, the person(s) will become a homeowner(s).
- (7) “Homeowner” means an individual or family who has a mortgage, holds title to a housing unit.
- (8) “Housing Project” or “project” means any work or undertaking to provide or assist in providing (by suitable method, including but not limited to: rental, sale of individual units in single or multi-family structures under convention condominium, cooperative sales contract, or lease-purchase agreements; loans; or subsidizing of rental rates or charges) decent, safe, and sanitary dwellings for persons of low income. Such work or undertaking may include buildings, land leaseholds, equipment, facilities, and other real property for necessary, convenient, or desirable appurtenances, for streets, sewer, water services, utilities, parks, site preparations, 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 improvement, 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.
- (9) “IHBG” is the acronym used for Indian Housing Block Grant.
- (10) “Indian Housing Plan” means the Executive Committee approved comprehensive housing plan required under NAHASDA.
- (11) “NAHASDA” is the acronym for the Native American Housing Assistance and Self-Determination Act of 1996 (25 U.S.C. § 4101 *et seq.*) as amended.
- (12) “Obligation” means any note, bond, interim certification, debenture, or other form of obligation issued by the Authority pursuant to this Ordinance.
- (13) “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 such 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.
- (14) “Persons of Low Income” means a low income person or low income family as defined in NAHASDA.

- (15) "Tribe" means the Flandreau Santee Sioux Tribe.
- (16) "TDHE" is the acronym for Tribally Designated Housing Entity.

CHAPTER 2
HOUSING AUTHORITY MANAGEMENT

Section 10A-2-1. Management of the Authority.

- (1) The affairs of the Authority shall be managed by the Board composed of five (5) commissioners.
- (2) The commissioners shall be appointed by the Executive Committee. A certificate of the Secretary of the Executive Committee as to the appointment of any commissioner shall be conclusive evidence of the due and proper appointment of the commissioner. Vacancies on the Board will be filled by the Executive Committee in the same manner.
- (3) Four (4) commissioners must be members of the Tribe, and one member may be a non-Tribal member. Two (2) commissioners will be Executive Committee members.
- (4) Commissioners serving on the Board may not be in arrears with the Authority.
- (5) No person shall be barred from serving on the Board because he/she is a tenant or homebuyer in a housing project of the Authority; and such commissioner shall be entitled to fully participate in all meetings concerning matters that affect all of the tenants or homebuyers, even though such matters affect him/her as well. However, no such commissioner shall be permitted to participate in, or be present at, any meeting, or to be counted or treated as a member of the Board, concerning any matter involving his individual right, obligation, or status as a tenant or homebuyer.
- (6) The term of office shall be four years and staggered. Two members of the board will be appointed to two (2) years terms, and three will be appointed to four (4) year terms. Each commissioner shall hold office until his/her successor has been appointed and qualified.
- (7) The Board shall elect from its members a Chairperson, Vice-Chairperson, a Secretary, and a Treasurer; and any member may hold two of these positions, except that the Chairperson may not also be the Vice-Chairperson. The Chairperson must be one of the two commissioners of the Executive Committee appointed. In the absence of the Chairman, the Vice-Chairman shall preside, and in the absence of both the Chairman and Vice-Chairman, the Secretary shall preside.
- (8) A member of the Board may be removed by the Executive Committee for serious inefficiency, neglect of duty, and/or for misconduct in office, but only after a hearing before the Executive Committee, and only after the member has been given a written notice of the specific charges against him/her at least ten calendar (10) days prior to the hearing. At any such hearing, the commissioner shall have the opportunity to be heard

in person or by counsel, and to present witnesses on 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 Executive Committee. There exists no right to appeal to the Flandreau Santee Sioux Tribal Court or the Flandreau Santee Sioux Tribal Court of Appeals.

- (9) A majority of the Board (i.e., notwithstanding the existence of any vacancies) shall constitute a quorum for the transaction of business, but no Board action shall be taken by a vote of less than a majority.
- (10) The Secretary shall keep complete and accurate records of all meetings and actions taken by the Board, and the minutes will be transmitted to the Executive Committee within seven (7) calendar days of any such meeting.
- (11) The Treasurer shall keep full and accurate financial records, make periodic reports to the Board, and submit complete quarterly and annual reports, in written form, to the Executive Committee who may then audit those reports if it desires.
- (12) Meetings of the Board shall be held at regular intervals as provided in the Authority's By-Laws. Emergency meetings may be held upon twenty-four (24) hours actual notice to conduct business, provided that not less than a majority of the full Board concurs in the proposed action.
- (13) Telephonic meetings shall be allowed under the following conditions:
 - (a) All members participating can be heard and can participate in the discussion.
 - (b) Notice is given in the same manner as for a regular meeting, and
 - (c) A quorum of members participates in the telephone meeting.

Section 10A-2-2. Compensation. The Board members shall not be entitled to receive compensation for their services but may be entitled to reimbursement for travel expenses, incurred in the discharge of their duties pursuant to the Housing Authority Travel Policy.

CHAPTER 3 POWERS OF THE AUTHORITY

Section 10A-3-1. Powers of the Authority. The Authority shall have and exercise the following powers:

- (1) The Executive Committee hereby gives its irrevocable consent to allowing the Authority to sue and be sued in its name, upon any written contract, claim or obligation arising out of its financial activities under this Ordinance. The Executive Committee further authorizes the Authority to agree by written contract to enter into limited waivers of sovereign immunity from suit on any of the Authority's financial obligations provided that the Tribe shall not be held liable for the debts of the Authority, and that a limited

waiver by the Authority will not waive the Sovereign Immunity of the Tribe as that is a right reserved to only the Executive Committee. This provision shall not be construed as a waiver of the Authority's or the Tribe's sovereign immunity from suit.

- (2) To adopt and use a seal.
- (3) To enter into agreements, contracts, and understandings with any governmental agency, Tribal, Federal, State or local, or with any person, partnership, corporation or Indian Tribe, and to agree to any conditions attached to Federal financial assistance consistent with the approved Indian Housing Plan.
- (4) To agree, notwithstanding anything to the contrary contained in this Ordinance or in any other provision of law, 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. The Authority may include, in any contract 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.
- (5) To lease property from the Tribe and others for such periods as are authorized by law, and to hold, manage, or sublease the same.
- (6) To borrow or lend money, to issue temporary or long-term evidence of indebtedness, and to repay the same.
- (7) 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.
- (8) To prepare the Indian Housing Plan required by the NAHASDA for approval by the Executive Committee.
- (9) To purchase land or an interest in land, and/or to take the same by gift.
- (10) To lease land or interests in land to the extent provided by law and approved by the Executive Committee in the Indian Housing Plan.
- (11) To undertake and carry out studies and analyses of housing needs, to prepare and execute housing plans, to operate projects and to provide for the construction, reconstruction, improvement, extension, alteration, or repair on any project or part thereof.
- (12) With respect to any dwelling, accommodations, lands, buildings, or facilities embraced within any project (including individual cooperative or condominium units), to lease, 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 homebuyers 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 in accordance with NAHASDA.

- (13) To finance the purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Indian Housing Plan.
- (14) To terminate any lease or rental agreement or lease-purchase agreement when the tenant or homebuyer has violated the terms of such agreement, or failed to meet any of its obligations hereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or homebuyer.
- (15) To enforce the income limits set by the Government for admission, and to ensure that dwelling accommodations in a housing project shall be made available only to eligible participants as defined by the Authority's Indian Housing Plan.
- (16) To purchase insurance from any stock or mutual company for any property or against any risks or hazards, or to participate in a plan of self-insurance authorized by HUD such as Amerind Risk Management.
- (17) To invest such funds as are not required for immediate disbursement.
- (18) To establish and maintain such bank accounts as may be necessary or convenient.
- (19) To employ an executive director, technical or maintenance personnel, and such other officers and employees, permanent or temporary, as the Authority may require; and to delegate to such officers and employees such powers or duties as the Board shall deem proper.
- (20) To take such further actions as are commonly engaged in by public bodies of this character that are consistent with the Authority's Indian Housing Plan.
- (21) To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of a State or another tribe in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other public housing agency or agencies for the purpose of financing, planning, undertaking, owning, constructing, operating, and/or contracting with respect to a housing project or projects of the Authority or such other public housing agency or agencies. For such purpose, the Authority may by resolution prescribe and authorize any other public housing agency or agencies, 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, in the name of the Authority, or in the name of such agency or agencies.
- (22) To adopt Authority policies and procedures consistent with the laws of the Tribe and the United States as the Board deems necessary and appropriate to carry out the functions of the Authority.

- (23) To offset the payments received by Tribal Members from the Flandreau Santee Sioux Tribe Revenue Allocation Ordinance or other Tribal Revenues, so long as the Tribal Member agrees to the offset in writing beforehand, and it is approved by the Authority.
- (24) To authorize the Flandreau Santee Sioux Tribe Treasurer to transfer payments for rents and other fees owed by Tribal Members directly to the Authority, so long as the individual agrees to the transfer in writing beforehand, and it is approved by the Authority.
- (25) To prescribe and enforce penalties for late payments by program participants to the Authority, so long as they are approved in advance by the Board and are included in lease or other like documents of the program participants.

CHAPTER 4 OBLIGATIONS

Section 10A-4-1. Authority to issue obligations.

- (1) The Authority may issue obligations in its discretion for any of its purposes, and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued. The Authority may issue such types of obligations as it may determine, including obligations on which the principal 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 and 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 financed in whole or in part with the proceeds of such obligations; and (c) from its revenues generally. Any such obligations may be additionally secured by a pledge of any revenues of any project or other property of the Authority.
- (2) Neither the Board 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.

Section 10A-4-2. Issuance of obligations. Obligations shall be issued and sold in the following manner:

- (1) Obligations of the Authority shall be authorized by a Resolution adopted by Board, and may be issued in one or more series.
- (2) The obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such a

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.

- (3) The obligations may be sold at public or private sale at not less than par.
- (4) 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 therefore, 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 purpose, and the project for which such obligation was issued shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of this Ordinance.
- (5) 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 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 covenant 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 what other or additional debts or obligations may be incurred by it.
 - (f) 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.
 - (g) Provide for the replacement of lost, destroyed, or mutilated obligations.
 - (h) Covenant against extending the time for the payment of its obligations or interest thereon.
 - (i) Redeem the obligations and covenant for their redemption, and provide the terms and conditions thereof.

- (j) 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.
- (k) Create or authorize the creation of special funds held for construction or operation costs, debt services, reserves and other purposes, and covenants as to the use and disposition of the funds held in such funds.
- (l) Prescribe the procedure 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.
- (m) 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.
- (n) Covenant as to the rights, liabilities, powers, and duties arising upon the breach by it of any covenant, condition, or obligation.
- (o) Covenant and prescribe as to the 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 declarations and its consequences may be waived.
- (p) Vest in any obligees or any proportion of them the right to enforce the payment of the obligations or any covenant securing or relating to the obligations.
- (q) Exercise all or any part or combination of the powers granted in this section.
- (r) Make covenants other than, and in addition to, the covenants expressly authorized in this section, of like or different character.
- (s) Make any covenant and do any act necessary, convenient, and/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 that are not enumerated in this section.

CHAPTER 5 MISCELLANEOUS

Section 10A-5-1. Annual Reports. The Authority shall prepare an annual performance report for the Executive Committee consistent with Section 403 and 404 of NAHASDA, and make

those reports public. The Authority will also make all records available to the Tribal Treasurer for an annual audit that will then become part of the annual compliance report as required under Section 405 of NAHASDA.

Section 10A-5-2. Conflict of Interest. During his/her tenure, and for one year thereafter, no commissioner, or any member of the Executive Committee, officer or employee of the Authority, or any other public official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any financial interest, direct or indirect, in any project or in any 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 Commissioner, officer, or employee shall not participate in any actions by the Authority relating to the property or contract in which he has such interest. If any Commissioner, officer, or employee of the Authority involuntarily acquires any such financial interest, or voluntarily or involuntarily acquired any such financial interest prior to appointment or employment as a Commissioner, officer, or employee, the Commissioner, officer, or employee in any such event, shall immediately disclose his/her financial interest in writing to the Authority, and such disclosure shall be entered upon the minutes of the Authority, and the Commissioner, 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 financial 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 obligations 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 that the rates for which are fixed or controlled by a governmental agency.

Section 10A-5-3. Contracting Requirements. Each project developed or operated under a contract providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable Tribal and Federal legislation, and with all regulations and requirements prescribed from time to time by the Tribal and Federal Government in connection with such assistance.

Section 10A-5-4. Bonding Requirements. 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.

Section 10A-5-5. Status of Authority Property. The property of the Authority is declared to be public property used for essential public and governmental purposes, and such property and the Authority are exempt from all Federal, State, and Tribal taxes and special assessments as cited in P.L. 104-330 §101(d).

All Authority 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. The provisions of this section shall not apply to or limit 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.

Section 10A-5-6. Procurement of Property or Sources. In conducting its business, the Authority shall adopt and follow a procurement policy that is in compliance with NAHASDA and any applicable tribal laws.

Section 10A-5-7. Tribal Cooperation in Connection With Projects. For the purpose of aiding and cooperating in the planning, undertaking, construction, and/or operations of projects, the Tribe hereby agrees that:

- (1) It will not levy or impose any realty taxes, personal property taxes, or special assessments upon the Authority or any project of the Authority.
- (2) 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.
- (3) 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 zoning of the site and surrounding territory of any project as are reasonable and necessary for the development and protection of such project, and the surrounding territory.
- (4) It will do any and all things within its lawful powers necessary or convenient to aid and cooperate in the planning, undertaking, construction, and operation of projects.
- (5) The Executive Committee hereby declares that the power of the Tribal Government shall be vigorously utilized to enforce the eviction of a tenant or homebuyer for nonpayment or other lease violations including action through the Tribal Court.
- (6) The Tribal Court shall have jurisdiction to hear and determine an action for eviction of a tenant or homebuyer. The Executive Committee hereby declares that the powers of the Tribal Court shall be vigorously utilized to enforce eviction of a tenant or homebuyer for nonpayment or other lease violations and that neither the Tribe nor the Executive Committee shall interfere in any court proceeding involving an action for eviction.

Section 10A-5-8. Severability; Effect of Invalidity of Part of this Code

If the Tribal Court shall adjudge to be invalid or unconstitutional any clause, sentence, paragraph, section, article or part of this Code, such judgment or decree shall not affect, impair, invalidate or nullify the remainder of this Code, but the effect thereof shall be confined to the clause, sentence, paragraph, section, article or Chapter of this Code as adjudged to be invalid or unconstitutional.

This Ordinance was enacted by the Flandreau Santee Sioux Tribe Executive Committee on January 3, 2003 by Resolution Number 03-01, and was amended on November 20, 2012 by Resolution Number 12-106, and was further amended by Resolution Number 13-23 on April 30, 2013.