

Revised

**TUNICA-BILOXI TRIBE OF LOUISIANA
HOUSING ORDINANCE**

Changes in the Housing Ordinance are indicated in bold. As a result of the passage of NAHASDA, revisions to the HUD model ordinance creating the IHA were made possible. The changes made to this ordinance were made to increase the IHA's capacity to deliver services. Specifically, these changes enable the TBHA to

1. **Extend services to where there is a concentration of enrolled members;**
2. **Lift restriction on services for low income families only;**
3. **Extend services to include financing; and**
4. **Clarify status as equivalent to a not-for-profit status**

**TUNICA-BILOXI TRIBE OF LOUISIANA
HOUSING ORDINANCE AS AMENDED**

No. 01

Pursuant to the authority as authorized by Article VIII, Section I of the Constitution of the Tunica-Biloxi Tribe of Louisiana thereof and its authority to provide for the health, safety, morals and welfare of the Tribe, the Tribal Council of the Tunica-Biloxi Indians of Louisiana, the duly elected governing body of the Tunic-Biloxi Tribe, hereby establishes a public body know as the Tunica-Biloxi Housing Authority (hereinafter referred to as the Authority), and enacts this Ordinance which shall establish the purposes, powers and duties of the Authority. **The TBHA is organized not for profit. The objects and purposes to be transacted and carried on are to promote the general social welfare of the community. Specific purposes are further enumerated in Article II.**

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 Council shall be admissible in evidence in any suit, action or proceeding.

Article I - Declaration of Need

It is hereby declared:

1. That there exist on the lands owned by the Tunica-Biloxi Indian 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 *and moderate* incomes can afford; that such shortage forces such persons to occupy insanitary, unsafe and overcrowded dwelling accommodations; *and that such shortage prevents enrolled members of the Tunica-Biloxi Tribe from residing on their reservation thereby creating a barrier to the retention and growth of their unique tribal culture;*
2. *That there has existed and continues to exist on the Tunica-Biloxi Indian Reservation barriers to traditional forms of private financing;*
3. That these conditions cause an increase in and spread of disease and crime and constitute a menace to health, safety, morals and welfare; 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 and facilities;
4. That the shortage of decent, safe and sanitary dwellings for persons of low *and moderate* incomes cannot be relieved through the operation of private enterprises;
5. That the providing of decent, safe and sanitary dwelling accommodations for *enrolled members of the Tunica-Biloxi Tribe* are public uses and purposes, for which money may be spent and private property acquired and are *essential* governmental functions of Tribal concern;
6. 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 more desirable neighborhoods 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

7. 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, *a public body*, shall be organized and operated for the purposes of *promoting the general social welfare of the community. The specific primary purposes of the authority include:*

1. Remedying unsafe and insanitary housing conditions that are injurious to the public health, safety and morals;
2. Alleviating the acute shortage of decent, safe, *affordable*, and sanitary dwellings for - *enrolled members of the Tunica-Biloxi Tribe via a myriad of public and private programs, including but not limited to: all applicable existing or hereinafter established HUD, Rural Housing, BLA or Fannie Mae programs as well as any funding that the Tunica-Biloxi Housing Authority may secure through private Foundation grants or charitable donations;* and
3. Providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation *and financing of various types of affordable dwellings for enrolled members of the Tunica-Biloxi Tribe.*

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:

"Area of Operation" means all areas *where there is a concentration of enrolled members of the Tunica-Biloxi Tribe.*

"Board" means the Board of Commissioners of the Tunica-Biloxi Housing Authority.

"Council" means the Tunica-Biloxi 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.

"Homebuyer" means a person(s) who has executed a lease-purchase agreement with the Authority, and who has not yet achieved homeownership

"Homeowner" means a person who has achieved homeownership and still has an *outstanding financial obligation with the home as collateral.*

"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; subsidizing of rentals or *any other housing charges; housing counseling services; rehab assistance; or acquisition assistance*) decent, safe and sanitary dwellings, apartments, or other living accommodations for *enrolled members of the Tunica-Biloxi Tribe*. Such work or undertaking may include *but is not limited to* 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 planing 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.

"Non-compliance" means failure to meet the terms and conditions of that individual's program specific agreement (for example: rental or deed of trust or promissory note) with the Authority.

"Obligations" means any notes, bonds, interim 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 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.

"Persons of low and moderate income" who meet the HUD national median income limits published annually by HUD or any other Federal or non-Federal program specific standardized income eligibility requirements.

"Qualifying income" is defined as that income which satisfies all the program specific conditions regarding income in any program being administered by the Authority.

Article IV-Board of Commissioners

1. A. (i) The affairs of the Authority shall be managed by a Board of Commissioners composed of five persons.
- (ii) The Board of Commissioners shall be appointed, and may be reappointed, by the Council. A certificate from the Chairman of the Council as to the appointment or reappointment of any Board of Commissioner member shall be conclusive evidence of the due and proper appointment of the commissioner.
- (iii) A commissioner must be a member of the Tribe, and may be a member or non-member of the Tribal Council.
- (iv) No person shall be barred from serving on the Board of Commissioners because he is a tenant or homebuyer or homeowner in a housing project of the Authority. However, any tenant, homebuyer, or homeowner with a history of

noncompliance with the terms and conditions of their residential agreement or with all laws, rules, and regulations shall not be eligible to serve on the Board. Commissioners who are also participants shall be entitled to fully participate in all meetings concerning matters that affect all of the tenants or homebuyers or homeowners, even though such matters affect him as well. However, no such commissioner shall be entitled or permitted to participate in or be present at any meeting (except in his capacity as a tenant or homebuyer or homeowner) or to be counted or treated as a member of the Board, concerning any matter involving his individual rights, obligations or status as a tenant or homebuyer or homeowner.

- B. The term of office shall be four years and staggered. When the Board is first established, one member's term shall be designated to expire one year, another to expire in two years, a third to expire in three years, and the last two in four years. Thereafter, all appointments shall be for four years, except that 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 successor has been appointed and has qualified.
 - C. The Board of Commissioners shall elect from among its members a Chairperson of the Board, a Vice-Chairman, a Secretary, and a Treasurer; and any member may hold two of three positions. 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.
 - D. A member of the Board of Commissioner may be removed by the appointing power for serious inefficiency or neglect of duty or for misconduct in office, but only after a hearing before the appointing power and duly after the member has been given a written notice of the specific charges against him at least 10 days prior to the hearing. At any such hearing, the member shall have the opportunity to be heard in person or by counsel and to present witnesses in his behalf. In the event of removal of any Board member, a record of the proceedings, together with the charges and findings thereon, shall be filed with the appointing power.
 - E. The Commissioners shall be entitled to a stipend for attending meetings and compensation for their expenses, including travel expenses, incurred in the discharge of their duties.
 - F. A majority of the full Board of Commissioners (i.e., notwithstanding the existence of any vacancies) shall constitute a quorum for the transaction of business, but no Board of Commission action shall be taken by a vote of less than a majority of such full Board.
 - G. The Secretary shall keep full and accurate records of all meetings and actions taken by the Board.
 - H. The Treasurer shall keep full and accurate financial records, make periodic reports to the Board, and submit a complete annual report, in written form, to the Council as required by Article VII, Section 1, of this Ordinance.
2. Meetings of the Board shall be held at regular intervals as provided in the By-Laws. Emergency meetings may be held upon 24 hours actual notice and business transacted, provided that not less than a majority of the full Board concurs in the proposed action.

Article V-Powers

1. The Authority shall have perpetual succession in its corporate name.
2. The Council hereby gives its irrevocable consent to allowing the Authority to sue and be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this Ordinance and hereby authorizes the Authority to agree by contract to waive any immunity from suit which it might otherwise have, but the Tribe shall not be liable for the debts or obligations of the Authority.
3. The Authority shall have the following powers which it may exercise consistent with the purpose 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 *or private* financial assistance.
 - C. 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; and 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 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 possessions 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 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.
 - F. *To execute all necessary and required financing documents, including but not limited to Deeds of Trust and Promissory notes in conjunction with the requirements of any TBHA administered financing program, both public and private.*
 - G. To borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Article VI of this Ordinance.

- H. 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.
- I. To purchase land or interest in land or take the same by gift: to lease land or interests in land to the extent provided by law.
- J. To undertake and carry out studies and analyses of housing needs, to prepare housing needs, to execute the same, to operate projects and to provide for the construction, reconstruction, improvement, extensions, alteration or repair of any project or any part thereof.
- K. 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, 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 sure further rules and regulations as the Board deems necessary and desirable to effectuate the powers granted by this Ordinance.
- L. To finance purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Department of Housing and Urban Development *or any other public or private program administered by the Housing TBHA. And to execute all necessary financing documents in conjunction with the aforementioned financing.*
- M. 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 thereunder, or when such termination is otherwise authorized under the provisions of such agreement and to bring action for eviction against such tenant or Homebuyer.
- N. To establish income limits for admission that ensure that dwelling accommodations in a housing project shall be made available only to persons of *qualifying* income.
- O. To purchase insurance from any stock or mutual company for any property or against any risk or hazards.
- P. To invest such funds as are not required for immediate disbursement.
- Q. To establish and maintain such bank accounts as may be necessary or convenient.
- R. To employ an Executive Director, technical and 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.
- S. To take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Authority.
- T. 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 the powers of the Authority and such other public housing agency or agencies

for the purposes of financing (including but not limited to the issuance of notes or other obligations and giving security therefor), planning, undertaking, owning, constructing, operating or contracting with respect to a housing project or projects of the Authority or such 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 or otherwise, in the name of the Authority or in the name of such agency or agencies.

U. To adopt such By-Laws as the Board deems necessary and appropriate.

4. 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 government or any other entity in the undertaking, construction, maintenance or operation of any project by the Authority.
5. No ordinance or other enactment of the *Tribe* with respect to the acquisition, operation, or disposition of Tribal property shall be applicable to the Authority in its operations pursuant to this Ordinance.

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 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 or other entity 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; or (c) from its revenues generally. Any such obligation may be additionally secured by a pledge of any revenues of any project or other property of the Authority.
2. Neither the Commissioners of 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 obligation 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, a contract 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 a Resolution adopted by the Board of Commissioner 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, either 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 Agreement 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 Commissioner members whose signatures appear on any obligations cease to be members before the delivery of such obligations, the signature shall nevertheless, be valid and sufficient for all purposes, the same as if the members 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 obligation of the Authority or the security therefor, 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 purpose 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 covenant or rights securing or relating to the obligations.
 - C. Covenant against pledging all or any part of its rents, fees and revenues 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. Covenant as to what other or additional debts or obligations may be incurred by it.
 - 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 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.
- L. 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 or 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 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.
- P. Vest in any obligees or any proportion of them the right to enforce the payment of the obligations or any covenants 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 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.

Article VII-Miscellaneous

- 1. The Authority shall submit an annual report, signed by the Chairman of the Board, 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) plans for the future, and (g) such other information as the Authority or Council shall deem pertinent.
- 2. During his or her tenure and for one year thereafter, no Board of Commissioner member, officer or employee of the Authority, or any member of the 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 planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he discloses his interest in writing to the Authority and such disclosure is entered upon the minutes of the Authority, and the Board of Commissioner member, officer, or employee shall not participate in any action by the Authority relating to the

property or contract in which he has any such interest. If any Commissioner, officer, or employee of the Authority involuntarily acquires any such interest, or voluntarily or involuntarily acquired any such interest prior to appointment or employment as a Commissioner, officer, or employee, the Board of Commissioner member, officer or employee, in any such event, shall immediately disclose his 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 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 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 the rates for which are fixed or controlled by a governmental agency, or to membership on the Board.

3. 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 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 handling cash, or authorized to sign checks or certify vouchers.
5. The Authority shall not construct or operate any project for profit.
6. 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 taxes and special assessments of the *Tribe*.
7. 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 judgement against the Authority to be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of obligees 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.

Article VIII-Cooperation in Connection With Projects

1. 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 the 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 zoning of the site and surrounding territory of any project as are reasonable and necessary for the development 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 its powers shall be vigorously utilized to enforce eviction *or foreclosure* for nonpayment or other contract violations including action through the appropriate courts.
 - F. The Tribal Courts shall have jurisdiction to hear and determine an action for eviction of *or foreclosure*. The *Tribal* Government hereby declares that the powers of the Tribal Court shall be vigorously utilized to enforce eviction *or foreclosure* for nonpayment or other contract violations.
2. The provisions of this Article shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed or modified without the consent any of any parties who have entered into a contractual relationship with the Authority subject to the provisions of this Ordinance, so long as (a) the project is owned by a public body or governmental agency and is used for low *or moderate* income housing purposes, (b) any contract between the Authority and *any public or private entity* for loans or annual contributions, or both in connection with such project, remains in force and effect, or (c) any obligations issued in connection with such project remain unpaid, whichever period ends the latest. If at any time title to, or possession of, any project is held by the public body or governmental agency authorized by law to engage in the development or operation of low *and moderate* income housing including the Federal government, the provisions of this section shall inure to the benefit of and be enforced by such public body or governmental agency.

Article IX-Approval by Secretary of the Interior

With respect to any financial assistance contract between the Authority and the Federal government that is subject to approval by the Secretary of the Interior, the Authority shall obtain the approval of the Secretary of the Interior of the United States of America or his designee.

Article X-Interpretation

The provisions of this Ordinance, being necessary for the benefit of the *Tribe* and its members, shall be liberally construed to effect the purpose and objectives thereof.

Article XI-Effective Date

This Ordinance is effective upon enactment.

Article XII-Enforcement

This Ordinance shall be enforced by the Governing Body of the Tunica-Biloxi Tribe of Louisiana.

ENACTED THIS th DAY OF .

Earl Barbry, Chairman

Date

Amended Ordinance approved by Tunica-Biloxi Tribal Council per Resolution # 13-95.

Adopted by the Tunica-Biloxi Housing Authority 4/3/2002.

The Code of Ordinances was duly adopted by the
Tunica-Biloxi Council 5 "for" and 0 "against"
on 11/29/00, by members of the
TUNICA BILOXI COUNCIL, a majority of the
members having voted.

Date: 11/29/00

Date: 11/29/00

Ernest Barkley
CHAIRMAN

Marshall Kent
SECRETARY/TREASURE

TUNICA-BILOXI INDIANS OF LOUISIANA
RESOLUTION 13-95

RESOLUTION TO AMEND THE TUNICA-BILOXI HOUSING AUTHORITY
ORDINANCE.

WHEREAS, the Tunica-Biloxi Tribal Council is the duly elected governing body of the Tunica-Biloxi Tribe, as authorized by Article IX, Section 1 of the Tribal Articles of Incorporation and By-Laws; and

WHEREAS, the Tunica-Biloxi Tribal Council has the authority and responsibility to act on behalf of the Tunica-Biloxi people regarding their general welfare; and

WHEREAS, the Tunica-Biloxi Tribal Council has established the Tunica-Biloxi Housing Authority, Ordinance through Resolution #26-90, and

WHEREAS, the Tunica-Biloxi Housing Ordinance is currently under review by H.U.D. Legal Advisors, and

WHEREAS, H.U.D. Personnel has recommended certain practical and technical changes to conform with Federal Regulations and requirements; now therefore be it

RESOLVED, by this Resolution the Tunica-Biloxi Tribal Council affirms its commitment to establish the Tunica-Biloxi Housing Authority and approve the recommended changes in the Tunica-Biloxi Housing Ordinance.

CERTIFICATION

I, the undersigned, as Secretary-Treasurer of the Tunica-Biloxi Indians of Louisiana, certify that the Tribal Council of said Tribe is composed of 7 members, of whom 7, constituting a quorum, were present at a CALLLED meeting thereof, duly called, noticed, convened and held this 1ST day of JULY, 1995; and that the foregoing Resolution was duly ADOPTED by a vote of 7 members in favor, 0 opposed, and 0 abstaining.

Dated this 1ST day of JULY, 1995.

Attest:



AIRMAN


SECRETARY-TREASURER

1 power, right, capacity and competence to enact these Resolutions.
2

3 Respectfully submitted,

4 Dated: June 20, 1995

5 
6 Donald Juneau
7 Tribal Attorney,
8 Tunica-Biloxi Tribe.
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SOUTHERN PLAINS OFFICE OF NATIVE AMERICAN PROGRAMS
U.S. Department of Housing and Urban Development
Suite 400
500 West Main
Oklahoma City, Oklahoma 73102-3202

August 23, 1995

Mr. Earl J. Barbry, Sr.
Chairman, Tunica-Biloxi Indians of
Louisiana
P. O. Box 331
Marksville, LA 71351

Dear Chairman Barbry:

Congratulations! The Tunica-Biloxi Housing Authority has been approved and it is now qualified to participate in HUD's low-rent and mutual help programs as well as the Section 8 Housing Assistance Payments programs for Existing Housing and Housing Vouchers.

We have placed you on our mailing lists to receive Notifications of Fund Availability (NOFAs). The Facilities Planning & Development Specialist that will be working with your housing authority is Colleen Larney (405)553-7526. She will be your contact person on developing low-rent and mutual help housing on your Reservation. If we can be of assistance to you, please do not hesitate to contact either Colleen or myself at (405)553-7523.

We look forward to working with you.

Very Sincerely Yours,

Sherry Hunt
Director, Facilities Planning
and Development Division

TRIBAL ORDINANCE
TUNICA-BILOXI HOUSING AUTHORITY

Pursuant to the authority as authorized by Resolution 26-90 and amended by Resolution 13-95 vested in the Tunica-Biloxi Indians of Louisiana and particularly by Article XIII, Section (g) of the Articles of Incorporation in accordance with Section 16 of the Indian Reorganization Act of June 18, 1934 (48 stat. 984), as amended by the act of June 15, 1935 (49 stat. 378), thereof and its authority to provide for the health, safety, morals and welfare of the Tribe, the Tribal Council of the Tunica-Biloxi Indians of Louisiana hereby establishes a public body known as the Tunica-Biloxi Housing Authority (hereinafter referred to as the Authority), and enacts this ordinance which shall establish the purpose, powers and duties of the Authority.

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 Council shall be admissible in evidence in any suit, action or proceeding.

ARTICLE I - Declaration of Need

It is hereby declared:

1. That there exists on the Tunica-Biloxi Indian 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 such 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 health, safety, morals, and welfare; and that these conditions necessitate excessive and disproportionate expenditures of public funds for crime 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 enterprises:

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

5. That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertaking authorized by the ordinance to aid the production of better housing and more desirable neighborhoods and community development at lower costs will make possible a more stable and large 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. Remediating 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 the 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:

"Area of Operation" means all areas within the jurisdiction of the Tribe.

"Council" means Tunica-Biloxi 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.

"Homebuyer" 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 or rentals or charges) decent, safe and sanitary dwellings, apartment, 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" 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, interim 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 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.

"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 or decent, safe, and sanitary dwellings for their use.

ARTICLE IV- Board of Commissioners

1. A. (i) The affairs of the Authority shall be managed by a Board of Commissioners composed of five persons.

(ii) The Board members shall be appointed, and may be reappointed, by the Council. A certificate from the Chairman of the

Council as to the appointment or reappointment of any commissioner shall be conclusive evidence of the due and proper appointment of the commissioner.

(iii) A commissioner may be a member or non-member of the Tribe, and may be a member or non-member of the Tribal Council.

(iv) No person shall be barred from serving on the Board because he 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 as well. However, no such commissioner shall be entitled or permitted to participate in or be present at any meeting (except in his capacity as a tenant or Homebuyer), or to be counted or created as a member of the Board, concerning any matter involving his individual rights, obligations or status as a tenant or Homebuyer.

B. The term of office shall be four years and staggered. When the Board is first established, one member's term shall be designated to expire one year, another to expire in two years, a third to expire in three years, and the last two in four years. Thereafter, all appointments shall be for four years, except that 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 successor has been appointed and has qualified.

C. The Council shall name one of the Commissioners as Chairman of the Board. The Board shall elect from among its members a Vice-Chairman, a Secretary, and a Treasurer; and any member may hold two of three positions. 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.

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

copy thereof sent to the appropriate office of the Department of Housing and Urban Development.

E. The Commissioners 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.

F. A majority of the full 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 of such full Board.

G. The Secretary shall keep full and accurate records of all meetings and actions taken by the Board.

H. The Treasurer shall keep full and accurate financial records, make periodic reports to the Board, and submit a complete annual report, in written form, to the Council as required by Article VII, Section 1, of this ordinance.

2. Meetings of the Board shall be held at regular intervals as provided in the By-Laws. Emergency meetings may be held upon 24-hours actual notice and business transacted, provided that not less than a majority of the full Board concurs in the proposed action.

ARTICLE V - Powers

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

2. The Council hereby gives its irrevocable consent to allowing the Authority to sue and be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this ordinance and hereby authorizes the Authority to agree by contract to waive any immunity from suit which it might otherwise have, but the Tribe shall not be liable for the debts or obligations of the Authority.

3. 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 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, and 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 maximum hours of labor, and comply with the 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.

F. To borrow or lend money, so issue temporary or long term evidence of indebtedness 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 so acquire, sell, lease, exchange, transfer or assign personal property or interests therein.

H. To purchase land or interest in land or take the same by gift, to lease land or interest in land to the extent provided by law.

I. To undertake and carry out studies and analyses of housing needs to prepare housing needs, to execute the same to operate projects and to provide for the construction, reconstruction, improvement, 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, enter into lease-purchase agreements or leases with the 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 so to issue further rules and regulations as the Board deems 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 Department of Housing and Urban Development.

L. 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 thereunder, or when such termination is otherwise authorized under the provisions of such agreement and to bring action for eviction against such tenant or Homebuyer.

M. To establish income limits for admission that insure that dwelling accommodations in a housing project shall be made available only to persons of low income.

N. To purchase insurance from any stock or mutual company for any property or against any risk or hazards.

O. To invest such funds as are 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 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.

R. To take such further actions as are commonly engaged in, public bodies of this character as the Board may deem necessary and desirable to effectuate the purpose of the Authority.

S. To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances, of any or all of the powers of the Authority and such other public housing agency or agencies for the purpose of financing (including, but not limited to the issuance of notes or other obligations and giving security therefor), planning, undertaking, owning, constructing, operating or contracting with respect to a housing project or projects of the Authority or such 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 or otherwise, in the name of the Authority or in the name of such agency or agencies.

T. To adopt by-laws as the Board deems necessary and appropriate.

4. 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 government in the undertaking, construction, maintenance or operation of any project by the Authority.

5. No ordinance or other enactment of the Tribe with the respect to the acquisition, operation or disposition of Tribal property shall be applicable to the Authority in its operations pursuant to this ordinance.

ARTICLE VI - obligations

1. The Authority should 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 determines 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 projects, (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, or (c) 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 commissioners of 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 the 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 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, a contract 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 a 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, either 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 of the commissioners of the Authority whose signatures appear on any obligations cease to be commissioners 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 obligation of the Authority or the security therefor, 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 purpose 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 obligee and limit their liabilities; and provide the terms and conditions on which such obligee may enforce any covenant or rights securing or relating to the obligations.

C. Covenant against pledging all or part of its rents, fees and revenues 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 so to the use and deposition 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 for monies held for construction or operating cost, debt service, reserves or other purposes, and covenant as to the use deposition of the monies held in such funds.

L. 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.

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 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.

P. Vest in any obligee or any proportion of them the right to enforce the payment of the obligations or any covenants 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 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.

ARTICLE VII - Miscellaneous

1. The Authority shall submit an annual report, signed by Chairman or the Board, 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) plans for the future, and (g) such other information as the Authority or the Council shall deem pertinent.

2. During his 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 exercised 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 planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he disclosed his 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 action by the Authority relating to the property or contract in which he has any such interest. If any commissioner, officer or employee of the Authority involuntarily acquires any such interest, or voluntarily or involuntarily acquired any such 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 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 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 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 the rate 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 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 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 officer, agent or employee handling cash, or authorized to sign checks or certain vouchers.

5. The Authority shall not construct or operate any project for profit.

6. 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 taxes and special assessments of the Tribe.

7. 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 Authority to be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of obligee to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its rents, fees or revenues of 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 (1).

ARTICLE VIII - Cooperation in Connection With Projects

1. 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 changes in any zoning of the site and surrounding territory of any project as are reasonable and necessary for the development 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 Homebuyer for nonpayment or other contract violations including action through the appropriate courts.

F. The Tribal Courts shall have jurisdiction to hear and determine an action for eviction of a tenant or Homebuyer. The Tribal Government hereby declares that the powers of the Tribal Courts shall be vigorously utilized to enforce eviction of a tenant, or Homebuyer for nonpayment or other contract violations.

2. The provisions of this Article shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed or modified without the consent of the Department of Housing and Urban Development, so long as (a) the project is owned by a public body or governmental agency and is used for low income housing purposes, (b) any contract between the Authority and the Department of Housing and Urban Development for loans or annual contributions, or both, in connection with such project, remains in force and effect or (c) any obligations issued in connection with such project remain unpaid, whichever period ends the latest. If at any time title to, or possession of, any project is held by the public body or governmental agency authorized by law to engage in the development or operation of low income housing including the Federal Government, the provisions of this section shall inure to the benefit of and be enforced by such public body or governmental agency.

ARTICLE IX - Approval by Secretary of the Interior

With respect to any financial assistance contract between the Authority and the Federal Government, the Authority shall obtain the approval of the Secretary of the Interior or his designee.



19-A

Home Site Assignment Authorization

TUNICA-BILOXI TRIBE
HOMESITE
ASSIGNMENT ORDINANCE

I. PREAMBLE

We, the members of the Tunica-Biloxi Indians of Louisiana in order to safeguard our interests, conserve and develop lands and resources, do ordain and establish this ordinance.

II. DEFINITIONS

- A. Assignment means a formal right to use Tunica-Biloxi Reservation land subject to conditions set forth in this ordinance.
- B. Assignee refers to the holder of an assignment.
- C. Members means all persons who hold valid assignments on the Tribal Roll.
- D. General Council means all members eighteen years of age. Each member of the General Council is also a qualified voter.
- E. General Meeting means the meeting of the General Council held the second Saturday of each month for all tribal members.

III. AUTHORIZATION

- A. Pursuant to action of the Tribal Council on October 21, 1998, the Housing Authority shall have the responsibility for residential land assignments on the Tunica-Biloxi Reservation.
- B. The Housing Authority is authorized to represent the Tunica-Biloxi Tribe in matters concerning housing development and issues regarding funding. The Housing Authority shall not commit the Tunica-Biloxi Tribe in any contract, lease or other arrangement unless specifically authorized by resolution of the Tribal Council, except residential leases to tribal members.

IV. ELIGIBILITY FOR ASSIGNMENT

To be eligible for an assignment an applicant must meet all of the following requirements:

- A. Be 1/64 or more degree of Tunica-Biloxi Indian Blood.
 - B. Have plans to reside on the Tunica-Biloxi Reservation.
 - C. Be eighteen years
 - D.
 - E. of age or over as of date of application for assignment.
-
- D. Be the head of a household or spouse thereof who is otherwise eligible.
 - E. File an application for an assignment on the Tunica-Biloxi Reservation.

V. PROCEDURES FOR MAKING ASSIGNMENTS

- A. Applications for an assignment shall be filed with the TUNICA-BILOXI HOUSING AUTHORITY.
- B. Persons holding formal assignments evidenced by a written document, or informal assignments not based on an instrument in writing, and who are residing on such assignments on the effective date of this ordinance shall, continue such residence. All future land assignments shall be made under the authority of this ordinance.
- C. TUNICA-BILOXI HOUSING AUTHORITY shall review each application to determine whether the applicant meets the eligibility requirements as set in Section IV.
- D. The TUNICA-BILOXI HOUSING AUTHORITY shall review applications for decision. Applications shall be considered in the order in which they are received by the HOUSING AUTHORITY. Applications which are rejected shall be returned to the applicant with advice as to the reason for rejection. Where applications are approved, the HOUSING AUTHORITY shall issue a formal assignment.
- E. The HOUSING AUTHORITY shall maintain a record of all actions taken on each application.
- F. All assignments shall be made in accordance with a plat of assignments prepared by the TUNICA-BILOXI HOUSING AUTHORITY.

VI. GENERAL ASSIGNMENT POLICY

- A. An assignment does not vest title to the property but is a use right granted for home-site purposes By the HOUSING AUTHORITY.
- B. The members of the Tunica-Biloxi Tribe now occupying homesites on tribal land may continue to occupy their home sites. The remaining acreage is available for present and future assignments within residential designated areas. The use and assignment of tribal land shall be in accordance with this ordinance.
- C. Upon the death of any member, male or female, now married to a non-Indian, the home site of such member shall continue to be held by the non-Indian husband or wife until said non-Indian person's death; provided, that this non-Indian person does not remarry a non-Tribal Member. Should he or she remarry a non-Indian, the assignment shall be cancelled, but any improvements accumulated on the land during the marriage of the non-Indian and the member of the Tunica-Biloxi Tribe or during the occupancy by said non-Indian after the death of the spouse, may be appraised and sold, the proceeds to be paid to the surviving spouse, or such improvements may be removed from the land in accordance with the land assignment ordinance.
- D. Upon the death of any member or non-Indian surviving spouse who did not remarry, the homesite and improvements may continue to be occupied by the heirs or assigns, provided they qualify for membership in the tribe.
- E. Assignments may be exchanged for another assignment with the approval of the HOUSING AUTHORITY.
- F. An assignee may relinquish his assignment at any time.
- G. Leases, easement, or rights-of-ways of reservation Tribal Lands are subject to Federal Laws and regulations and may be granted only with the consent of the Tribal Council and approval of the Secretary of the Interior or his authorized representative.
- H. (1) Improvements of the following character placed on the assigned land by the assignee shall be considered as personal property which may not be removed, sold, willed or inherited at the discretion of the assignee: houses, garages, sheds, interior fences.
- (2) Underground water and sewage systems trees, shrubs, and betterment's of similar nature, attached to the land and placed on the property by the assignee, shall be considered part of the real property belonging to the land and shall remain on the assignment.

(3) If the assignment is relinquished, cancelled or vacated for any cause the removable improvements of the assignee, defined in Paragraph H-1, of Section VI, must be removed or otherwise disposed of within ninety days (90) days after formal notice by the HOUSING AUTHORITY.

- I. Assignments shall be considered null and void if they are unoccupied by the assignee for a twelve (12) month period after the assignment. In exceptional cases, extensions up to an additional twelve (12) months may be granted subject to approval of the HOUSING AUTHORITY.
- J. During the temporary absence of the assignee, an assignment may be rented by the assignee to another Tribal Member for a period not to exceed one (1) year with the prior approval of the HOUSING AUTHORITY.

VII. CANCELLATION OF ASSIGNMENTS

- A. Violation by an assignee of any of the following shall make an assignment subject to cancellation by the Housing Authority.
 - 1. Illegal granting of leases, easements of rights-of-way.
 - 2. Failure of an assignee to make use of or develop an assignment for one (1) year.
 - 3. Renting of an assignment without prior approval of the Housing Authority.
 - 4. Unauthorized removal of improvements.
 - 5. Use of an assignment for unlawful purposes.
 - 6. Interference in the personal affairs of other assignees or residents of the Tunica-Biloxi Reservation.
- B. The Housing Authority shall periodically review the use of assignments and report any violations to the Tribal Council.
- C. The Tribal Council shall consider all reported violations and shall allow the alleged violator thirty (30) days to present his case. The decision of the Tribal Council shall be confirmed by resolution.

D. When an assignment is relinquished, cancelled or vacated, the Housing Authority shall notify the assignee that he/she shall have one hundred and eighty (180) days to remove or otherwise dispose of his/her personal property.

VIII EFFECTIVE DATE

This ordinance shall be effective from and after the date of its enactment by a majority vote of the Tribal Council.

IX AMENDMENTS

This ordinance may be amended by a subsequent vote of the majority of the members of the Tribal Council.

CERTIFICATION

The foregoing ordinance was duly adopted by a majority vote of the Tunica-Biloxi Tribal Council

_____ "for" and _____ "against" on _____,

by members of the TUNICA-BILOXI TRIBAL COUNCIL, a majority of the members having voted.

CHAIRMAN

SECRETARY/TREASURER



LOT REQUEST FORM

I _____, of the Tunica-Biloxi Tribe, am applying for a standard assignment of Tribal land pursuant to the Ordinance of Assignment dated _____, 2000, duly adopted by a majority vote of the Tribal Council.

1. I am a member of the Tunica-Biloxi Tribe of Louisiana, (18) years of age or older, and a resident of the Tunica-Biloxi Reservation.
2. I have never received an allotment of land from the Federal Government and am not in possession of an assignment of any tribally-owned land as of this _____.
3. I have read and understand the provisions of said Ordinance of Assignment Dated _____, 2000, and if the land is assigned to me by the Housing Authority, I hereby agree:

(a) I will, along with the dependent members of family, establish residence upon the assignment within one (1) year from the date assignment is granted and through the efforts of myself and family will make use of the land in a proper manner.

(b) I will use the assignment in accordance with the Ordinance of Assignment dated _____, 2000 and under no circumstances consent to the use of the assignment for any unlawful purposes.

I understand that if any of the foregoing affirmations are false, or if I fail to comply with the terms of the Ordinance of Assignment(governing assignments of tribal land on the Tunica-Biloxi Reservation), that this assignment may be cancelled by the Housing Authority.

Date: _____ Tribal Roll # _____ Name _____
(Signature)

Verified Tribal Role # By: _____
(Tribal Enrollment Administrator)

Date: _____
Received: _____
(Authorized Housing Authority Official)



LOT ASSIGNMENT FORM

The Tunica Biloxi Housing Authority hereby assigns to _____
_____ a member of the Tunica Biloxi Tribe of Louisiana Lot # _____ in the:

**North Side Mobile Subdivision
New Subdivision**

for installing/building a home and hereby agrees to abide by the rules of the
Assignment Ordinances and Rules for living on the Reservation.

I agree to the following:

- a. I will keep all improvements repair and will make proper and economic use of this assignment.**
- b. If improvements on the property were placed on the assignment by a former assignee, I will agree to a fair settlement with the former assignee for his interest in such improvements.**
- c. I will not use or consent to the use of such land for any unlawful purpose.**
- d. I will not transfer the use of this assignment except in case of temporary incapacity, due to illness or accident, and then only for a period not to exceed one (1) year, nor without the approval of the Housing Authority.**

I understand and agree that if any of the foregoing affirmations are false, or if it is found, that this assignment has been obtained through collusion, or if I fail to carry out the agreements or conditions contained in this application, or in the rules governing assignments and in the grant of assignment, this assignment shall be subject to revocation.

Housing Authority Official: _____
Tribal Member Name _____ Date: _____
Lot Dimension _____ Length _____ Width _____
Tribal Signature _____ Date: _____



REASSIGNMENT LOT FORM

I, _____ Tribal Roll Number _____ do hereby relinquish all of my rights and interest in Lot # _____ in the _____ Subdivision.

I'm requesting a lot in another subdivision. Yes ___ No ___ .

I'm requesting that the current lot be assigned to another family tribal member.
_____ Roll # _____
(Member)

I'm releasing my lot assignment # _____ as I have no intention of building on the reservation.

Approved by Housing Authority

Date _____

Tribal Member Signature

Date _____

Authorized Housing Authority Official

19-B

Domestic Code

Code of Ordinances
Tunica Biloxi Indians of
Louisiana

Tunica Biloxi Reservation - Marksville, Louisiana

PREFACE

This code is a revision and codification of the ordinance of the Tunica Biloxi Housing Authority of a general and permanent nature.

The chapters of the Code have been conveniently arranged in alphabetical order and the various sections within each chapter have been appropriately catchlined to facility usage.

The numbering system used in this Code is the same system used in many state and municipal codes. Each section number consists of two component parts separated by a dash, the figure before the dash referring to the chapter number and the figure after the dash referring to the position of the section within the chapter. Thus, the first section of Chapter 1 is numbered 1-1 and the fourteenth section of Chapter 17 is 17-14. Under this system each section is identified with its chapter and, at the same time, new sections of even whole chapters, can be inserted in their proper places, simply by using the decimal system for amendments. By way of illustration: If new material consisting of three sections that would logically come between Sections 4-4 and 4-5 is desired, such new sections would be numbered 4-4.1, 4-4.2, 4-4.3 respectively. New chapters may be included by the addition of a fraction after the chapter number, e.g.:

If the new material is to be included between Chapters 12 and 13, it will be designated as Chapter 12-1/2. Care should be taken that the alphabetical arrangement of chapters is maintained when including new chapters. New articles and new divisions may be placed at the end of the chapter embracing the subject and, in the case of divisions may be placed at the end of the article embracing the subject, the next successive number being assigned to the article or division.

A special feature of this Code is the loose leaf system of binding and supplemental servicing for the Code. With this loose leaf system, the Code will be kept up-to-date periodically. Upon the final passage of amendatory ordinances, they will be properly edited and the page or pages affected will be reprinted. These new pages will be distributed to the holders of the Code with instructions for the manner of inserting the new pages and deleting the obsolete pages.

The successful maintenance of this Code up-to-date at all times will depend largely upon the holder of the volume. As revised sheets are received it will then become the responsibility of the holder to have the amendments inserted according to the attached instructions. It is strongly recommended

by the publishers that all such amendments be inserted immediately upon receipt to avoid misplacing them and, in addition, that all deleted pages be saved and filed for historical reference purposes.

This Code is presented for use and benefit of the residents of the Tunica Biloxi Reservation.

ADOPTING ORDINANCE

An Ordinance Adopting and Enacting a New Code of Ordinances of the Tunica Biloxi Reservation, Marksville, Louisiana; Establishing the Same; Providing for the Effective Date of such Code and Penalty for the Violation thereof; Providing for the Manner of Amending such Code; and Providing When This Ordinance Shall Become Effective.

Be it ordained by the Tunica Biloxi Housing Authority and Tunica Biloxi Tribal Council.

Section 1. That the Code of Ordinances, consisting of Chapters 1 to _____, each inclusive, is hereby adopted and enacted as the "Code of Ordinances, Tunica Biloxi Tribal Reservation, Marksville, Louisiana" and shall be treated and considered as a new and original comprehensive ordinance which shall supersede all other general and permanent ordinances passed by the Tribal Council on or before _____, to the extent provided in Section 2 hereof.

Section 2. That all provisions of such Code shall be in full force and effect from and after the _____, and all ordinances of a general and permanent nature enacted on final passage on or before the _____, and not included in such Code or recognized and continued in force by reference thereto are hereby repealed from and after the _____.

Section 3. The repeal provided for in Section 2 hereof shall not be construed to revive any ordinance or part thereof that has been repealed by a subsequent ordinance which is repealed by this ordinance.

Section 4. That whenever in such Code an act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such Code the doing of any act is required or the failure to do any act is declared to be unlawful, and no specific penalty is provided therefor, the violation of any such provision of such Code shall be punished as provided in section 1-8 of such Code.

Section 5. That any and all additions and amendment to such Code, when passed in such form as to indicate the intention of the Housing Authority to make the same a part

thereof shall be deemed to be incorporated in such Code so that reference to the "Code of Ordinances, Tunica Biloxi Tribal Reservation, Marksville, Louisiana" shall be understood and intended to include such additions and amendments.

Section 6. In case of the amendment of any section of such Code for which a penalty is not provided, the general penalty as provided in section 1-8 of such Code shall apply to the section as amended; or in case such amendment contains provisions for which a penalty, other than the aforementioned general penalty, is provided in another section in the same chapter, the penalty so provided in such other section shall be held to relate to the section so amended unless such penalty is specifically repealed therein.

Section 7. That a copy of such Code shall be kept on file in the office of the Tunica Biloxi Housing Authority preserved in loose leaf form, or in such other form as the Tunica Biloxi Housing Authority may consider most expedient. It shall be the express duty of the Tunica Biloxi Housing Authority Chairman, or someone authorized by him/her, to insert in their designated places all amendments and ordinances which indicate the intention of the Tunica Biloxi Housing Authority to make the same a part of such Code when the same have been printed or reprinted in page form, and to extract from such Code all provisions which may be from time to time repealed by the Authority. This copy of such Code shall be available for all persons desiring to examine the same.

Section 8. That it shall not be permissible for any person to change or amend, by additions or deletions, any part or portion of such Code, or to insert or delete pages, or portions thereof, or to alter or tamper with such Code in any manner whatsoever which shall cause the ordinances enacted by the Tunica Biloxi Housing Authority and Tribal Council to be misrepresented thereby. Any person violating this section shall be punished as provided in section 4 of this ordinance.

Section 9. All ordinances or parts of ordinances in conflict herewith, are to the extent of such conflict hereby repealed.

Section 10. This ordinance shall become effective on the _____.

Chapter 3

ANIMALS AND FOWL*

ARTICLE I. IN GENERAL

Sec. 3-1. Maintenance of premises required.

It shall not be permissible for any person to keep or maintain any farm animal or poultry on any premises within the Reservation.

Sec. 3-2--3-16. Reserved

ARTICLE II. DOGS

Sec. 3-17. Dogs at large without leash prohibited.

It shall not be permissible for the owner or keeper of a dog within the Reservation to permit such dog to leave the premises of such owner or keeper without wearing a leash and unless accompanied by such owner or keeper. Dogs at large in violation of this section shall be impounded and disposed of.

Sec. 3-17.1 Disposing of dog on Reservation; penalty.

It shall not be permissible for any person to dump or otherwise dispose of any dog within the Reservation. Whoever ignores this section shall be penalized as provided in Section 1-8.

Sec. 3-18. Keeping or maintaining a dog without annual vaccinations prohibited.

Any person who is the owner or keeper of a dog, either male or female, once it has reached four (4) months of age, to keep such a dog in the reservation limits, must have the dog vaccinated against rabies by a licensed veterinarian. It shall be the duty of the owner or keeper any dog owned, kept or maintained on the reservation to cause the dog to be vaccinated against rabies by a licensed veterinarian at least once a year thereafter. The license tag issued upon vaccination shall be securely fastened by the owner or keeper of the dog to its collar and shall be worn by the dog at all times.

Sec. 3-21. Disposal of dogs running at large not vaccinated and tagged.

All dogs running at large within the corporate limits of the reservation not vaccinated and tagged in accordance with the terms of this article shall be impounded and disposed of.

Sec. 3-22. Noise.

It shall not be permissible to keep any animal or bird, which by causing frequent or long-continued noise shall disturb the comfort or repose of any persons in the vicinity. No **resident or visitors** is allowed to play recorded or live music which is so intrusive or offensive as to interfere with the comfortable enjoyment of the property of the person living in the subdivision.

All tribal members are responsible for the conduct of their visitors on the Reservation. All visitors that **do not adhere** to this policy will be banned from being on the Reservation.

No unnecessary noise will be permitted.

Chapter 5

BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. IN GENERAL (RESERVED)

Sec. 5-1 --- 5-15. Reserved.

ARTICLE II. BUILDING CODE

Sec. 5-16. Adopted.

- (a) For the purpose of establishing rules and regulations for the construction, alteration, removal, demolition, equipment, use and occupancy, location and maintenance of buildings and structures, including permits and penalties, there is hereby adopted as the building code of the Reservation, that certain building code known as the Southern Standard Building Code, the 1969 edition and the 1971 revision thereof and the same is hereby adopted and incorporated as fully as if set out at length herein. A copy of such code has been and is now on file in the office of the Tunica Biloxi Housing Authority and the provisions thereof shall be controlling in the construction of all buildings and other structures therein contained within the limits of the Reservation.
- (b) In the event there is a conflict between the provisions of the code adopted by reference in this section and other provisions of this Code or ordinances of Reservation the other provisions of the Code or ordinances of the Reservation shall prevail.

Sec. 5-17. Building Permit.

Permit is required for the following:

- New construction
- Mobile Homes (used mobile homes will require a home inspection Prior to purchase and delivery upon the Reservation.
- Remodeling of an existing structure (interior)
- Building additions (exterior)
- Additions of buildings separate from existing building (storage Sheds, workshop, etc.)
- Additional driveways or parking areas (concrete, asphalt or gravel)

Permits will be provided at no charge to the applicant.

Sec. 5-18. Building Permit Requirements.

Residents on the Reservation must secure a building permit to build a new structure, add to or remodel an existing structure, and other conditions as outlined in Sec. 5-17. Applicants must provide drawings or plans of the proposed changes to the property to the Housing Authority for recommendations and approval. Any structure that has gas, water, or electrical connections to the main hookups, must be inspected by a licensed contractor. If you are not using one, the **Housing Authority** will have the connections inspected. No work will be allowed to continue until after this inspection takes place. No construction will be allowed without a permit issued by the Housing Authority.

ARTICLE III. MOVING OF BUILDINGS

DIVISION 1. GENERALLY (RESERVED)

Sec. 5-50---5-60. Reserved

DIVISION 2. PERMIT

Sec. 5-61. Required

It is not permissible to move any building or mobile home through and on the Reservation without a permit. There is no charge for the permit. Permit must be secured from the Tunica Biloxi Housing Authority and is valid for a period of 1 year.

CHAPTER 6

GARBAGE AND TRASH

Sec. 6-1. Trash Pickup.

For all branch and trash pickups see section 6-7. Any appliances contact the Housing Authority for removal.

Sec. 6-2. Littering Prohibited.

It shall not be permissible for any person to scatter, throw, deposit, drip, allow or to permit or allow to be scattered spilled, thrown, deposited or dropped any garbage, trash, and other waste material, dead animals, or fowl, industrial waste or refuse or any other substances which may be unsightly, offensive to smell or injurious to health in any private yard, lot, room or building, or on any public parkway, public right-of-way or any other public place, or in any drain within the Reservation other than in the usual garbage containers.

Sec. 6.3. Burning of trash.

It is not permissible to burn trash.

Sec. 6-4. Sweeping onto streets and sidewalks prohibited.

It shall be prohibited to sweep trash or dirt from any building onto the streets of the Reservation.

Sec. 6-5. Containers required for collection.

In order to receive collection by the Reservation, garbage and trash must be placed in containers. Such containers shall have a maximum capacity of 55 gals_____.

Sec. 6-6. Placement of trash and branches of collection.

In order to be collected by the Reservation, trash containers and branches must be placed on the side of the road in an easily accessible place so that they don't interfere with traffic or drainage.

Sec. 6-7. Maximum size and weight of branches for collection.

Branches will be collected on the Reservation only if they do not exceed six (6) feet in length and do not weigh over one hundred (100) pounds.

Chapter 7

VEHICLES

Sec. 7-1. Reckless operation of a vehicle.

Reckless operation of a vehicle is not permissible. This is the operation of any motor vehicle, automobiles, all terrain vehicles, motorcycles, riding lawn mowers, trailers or other means of conveyance in a negligent or reckless manner.

Sec. 7-2. Vehicle Sales.

Offering vehicles for sale by placing signs and the vehicle at the front of the Reservation will not be allowed.

CHAPTER 8

MAINTENANCE

Sec. 8.1 - Maintenance of grounds

It shall be the **responsibility** of all residents to upkeep their property. This includes the grounds (lawn). In consideration of all neighbors, and neat appearance of the reservation, lawns must be mowed regularly.

To: Tribal Members Living on the Reservation

From: Tunica Biloxi Housing Authority

Date: 12/1/2000

Subject: Code of Ordinances for Living on the Reservation

The attached code of ordinances will be the guidelines use by the Housing Authority to enforce living condition on the reservation. Please read them very carefully. It is the responsibility of the Housing Authority to ensure that all tribal members are provided with a safe and healthy living conditions. Any questions or concerns should be directed to any of the committee members. The Housing Authority has scheduled a homeowners meeting for December 6, 2000 at 6:00 p.m. to allow for members to discuss the ordinances. Any concerns or questions will be addressed at this meeting.

Committee Chairman:

Joe Barbry

Vice Chairman

Lenoard Sampson

Secretary

Dante Whiteowl

Treasure

Tony Pierite

Committee member

George Lopez

Joe Barbry
Lenoard Sampson JB
Dante Whiteowl
Tony Pierite
George Lopez JB