

**SISSETON-WAHPETON OYATE
OF THE LAKE TRAVERSE RESERVATION
CHAPTER 5
HOUSING**

TABLE OF CONTENTS

TITLE I GENERAL PROVISIONS	1
TITLE II DEFINITIONS	4
TITLE III HOUSING AUTHORITY POWERS	5
TITLE IV EXECUTIVE DIRECTOR	12
TITLE V HOUSING BOARD OF COMMISSIONERS	13

*Housing Commissioners approved October 10, 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

SISSETON-WAHPETON OYATE

CHAPTER 5 HOUSING

TITLE I – GENERAL PROVISIONS

05-01-01 TITLE.

This Code shall be known as the Housing Code.

05-01-02 PURPOSE AND INTENT.

This Code shall be construed to promote the following:

1. Pursuant to the Revised Constitution and By-Laws of the Sisseton-Wahpeton Oyate, Article VII, the Tribal Council shall, among others, “promote public health, education, charity, and such other services as may contribute to the social advancement of the members of the Sisseton-Wahpeton Oyate.” In order to effectuate this power and responsibility, the Tribal Council has determined this Code a need to ensure protection for the members of Sisseton-Wahpeton Oyate.
2. Pursuant to the authority vested in the Sisseton-Wahpeton Oyate, by its Constitution, and particularly by Article VII, Sections (a), (b), (g), and (h) thereof, and its authority to provide for the health, safety, morals, and welfare of the Tribe, the Tribal Council of the Sisseton-Wahpeton Oyate hereby establishes a public body known as the Sisseton Wahpeton Housing Authority (“Authority”), and enacts this Code which shall establish the purposes, powers, duties and 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, hire and exercise its powers upon proof of the adoption of this Code. A copy of the Code, duly certified by the Secretary of the Council shall be admissible in evidence in any suit, action, or proceeding.
3. The Tribal Council finds that there exists, within the jurisdiction of the Lake Traverse Reservation, numerous dwellings which are substandard in one or more important features of structure, equipment, sanitation, and maintenance or occupancy. Such conditions adversely affect the physical and mental health of the people and general welfare, and therefore require the establishment and enforcement of minimum housing standards.
4. It is the purpose and intent of this Code to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation with Federal, state or local government in the undertaking, construction, maintenance or operation of any project by the Authority.

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

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 Code.
6. Tribal Cooperation in Connection with Projects. 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 assessment 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 furnished 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 zoning of the site and 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 operations of Authority 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 home buyer for non-payment or other contract violations including action through the appropriate courts; and
 - f. The Tribal Courts shall have jurisdiction to hear and determine an action for eviction of a tenant or home buyer. The Tribal Government hereby declares that the powers of the Tribal Courts shall be vigorously utilized to enforce eviction of a tenant or home buyer for non-payment or other contract violations.

05-01-03 DECLARATION OF NEED.

1. That there exists on the Lake Traverse Reservation, unsanitary, unsafe, and overcrowded dwelling accommodations; that there is a shortage of safe or sanitary dwelling accommodations available at rent or prices which persons of low income can afford; and that such shortage forces such persons to occupy unsanitary, unsafe, and overcrowded dwelling places;
2. That these conditions cause an increase in, and spread disease and crime and constitute a menace to the health, safety, morals, and welfare; and that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

punishment, public health and safety protection, fire and accident prevention, and other public services and facilities;

3. That the shortage of decent, affordable, safe, and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise;
4. That the providing of decent, safe and sanitary dwelling accommodations for persons of low income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of tribal concern;
5. That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertakings authorized by this Code to aid the production of better housing and more desirable neighborhood and community development at lower costs will make possible a more stable and larger volume of residential construction and housing supply which will assist materially in achieving full employment; and
6. That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

05-01-04 SCOPE.

By treaty, inherent sovereignty and self-determination the Sisseton-Wahpeton Oyate has the right to adopt laws, including laws “for the security of life and property” of its members.

05-01-05 SPECIFIC APPLICABILITY.

This Code shall apply to Housing properties and shall take precedence over any prior laws, policies, regulations and general laws of applicability.

05-01-06 EFFECTIVE DATE.

This Code shall be in full force and effect on the date of formal approval and adoption by the Tribal Council.

05-01-07 SOVEREIGN IMMUNITY NOT WAIVED.

By the adoption of this Code the Tribe and Authority does not waive its sovereign immunity or consent to suit in any court, whether the court is tribal, federal, or state, and the adoption of this Code shall not be construed to be a waiver of the sovereign immunity of the Tribe or Authority, nor a consent to suit against the Tribe or Authority in any court.

05-01-08 SEVERABILITY.

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

If any clause, sentence, paragraph, section or part of this Code shall be adjudicated by the Tribal or Appellate Court to be invalid or unconstitutional, such judgment shall not affect, impair, or invalidate the remainder, but shall be confined in its operation to the clause, sentence, paragraph, section, or part, directly involved in the controversy in which the judgment was rendered.

05-01-09 AMENDMENT.

This Code may be amended only upon an affirmative vote of a majority of the Tribal Council of the Sisseton-Wahpeton Oyate.

05-01-10 EFFECT OF HEADINGS.

Headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any portion of this Code.

TITLE II – DEFINITIONS

05-02-01 DEFINITIONS.

The following definitions shall apply to this Code:

1. “Area of Operation” shall mean all areas within the jurisdiction of the Tribe.
2. “Authority” shall mean the Sisseton Wahpeton Housing Authority.
3. “Board” or “Commissioners” shall mean the Board of Commissioners of the Sisseton Wahpeton Housing Authority.
4. “Council” shall mean the Sisseton-Wahpeton Oyate Tribal Council.
5. “Eviction” shall mean the act of legally dispossessing and physical expulsion of a person from any Authority owned or managed property.
6. “Federal Government” shall mean the United State of America, the Department of Housing and Urban Development (“HUD”), or any other agency or instrumentality, corporate or otherwise, of the United States of America.
7. “Housing Project” or “Project” shall mean 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 multi-family structures under conventional condominium, or cooperative sales contracts or lease/purchase agreements, loans, or subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartment, or other living accommodations for persons of low income. Such work undertaking may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

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; or improvements of 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.

8. "Indian Housing Plan" shall mean the Tribal Council approved comprehensive housing plan required under the Native American Housing and Self Determination Act of 1996."
9. "NAHASDA" shall mean the Native American Housing and Self Determination Act, PL 104-330.
10. "Obligation" shall mean any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this Code.
11. "Obligee" shall mean 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.
12. "Owner" shall mean the Sisseton Wahpeton Housing Authority.

TITLE III HOUSING AUTHORITY POWERS

05-03-01 Housing Authority Purpose

1. The Authority shall be organized and operated for the purposes of:
 - a. Remedying unsafe and unsanitary housing conditions that are injurious to the public integrity, economic security, and health and welfare of the people of the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation;
 - b. Alleviating the acute shortage of decent, safe and sanitary dwelling for persons of low income; and
 - c. Providing employment opportunities through the construction, reconstruction, improvement, maintenance, extension, alteration, or repair, and operation of Authority dwellings, including low-income dwellings.

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

05-03-02 Authority Property.

All property including funds acquired or held by the Authority pursuant to this Code shall be exempt from all taxes and special assessments of the Tribe, as well as, levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same, nor shall any judgment against the Authority be a charge or lien upon such property. However, the provisions of this Section shall not apply to, or limit the right of obligee, 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 Code or the right of the Authority to bring eviction actions.

05-03-03 Legal Authority and Sovereign Immunity.

1. The Tribal Council hereby gives its irrevocable consent to allow the Authority to sue and be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this Code 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.
2. The Authority shall have the power to sue and may, at its discretion, specifically and expressly granted limited waivers of its immunity from suit and consent to be sued in the Sisseton Wahpeton Oyate Tribal Court or another court of competent and applicable jurisdiction pursuant to the procedures and authorities set forth in the Authority's By-Laws; provided, however, that:
 - a. Any such waiver or consent to suit granted by the Authority shall in no way extend to any action against the Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe;
 - b. Any recovery against the Authority shall be limited to the assets of the Authority (or such portion of Authority's assets as further limited by the waiver or consent), and that the Tribe shall not be liable for the payment or performance of any of the obligations of the Authority, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the Authority, unless expressly authorized by Tribal Council Resolution, including assets of the Tribe, or property of the Tribe leased, loaned, or assigned to the Authority for its use, without transfer of title;
 - c. Any waiver may be granted only by (1) a resolution adopted by the Board of Commissioners, for the specific purpose of granting a waiver, (2) the language of the waiver must be explicit; and (3) the waiver must be contained in a written contract or commercial document to which the Authority is a party;
 - d. Waivers of sovereign immunity may be granted only when necessary to secure a substantial advantage or benefit to the Authority;

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

- e. Waivers of sovereign immunity shall be specific and limited as to duration, grantee, transaction, property, or funds of the Authority, court and/or body having jurisdiction and applicable law; and
- f. The sovereign immunity of the Authority shall not extend to actions against the Authority by the Tribe.

05-03-04 Authority Powers, Obligations and Responsibilities

1. Powers Consistent with Purposes. The Authority shall have the following powers which it may exercise consistent with the purposes for which it is established:
 - a. To enter into agreements, contracts, and understandings with tribal government and any other government agency, Federal, State or local government or with any person, partnership, corporation, or Indian tribe, and to agree to any conditions attached to Federal financial assistance;
 - b. To agree, notwithstanding anything to the contrary contained in this Code, or in any provision of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or compliance with labor standards, in the development or operation of projects; and the Authority may include in any contract let in connection with a project, stipulations requiring that the contractor and any sub-contractors comply with requirements as to minimum salaries or wages and maximum hours of labor and comply with any conditions which the Federal Government may have attached to its financial aid to the project;
 - c. 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;
 - d. To lease property from the Tribe and others for such periods as are authorized by law; and to hold and manage or to sub-lease the same;
 - e. 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 this Code and/or as established by the Commissioners;

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

- f. 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;
- g. To purchase land or interests in land or take the same by gift;
- h. To lease land or interests in land to the extent provided by law;
- i. To undertake and carry out studies and analyses of housing needs, to prepare housing plans, 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 option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the election of tenants or home buyers, including the establishment of priorities; and concerning the occupancy, rental, care management of housing units; and to make such further rules and regulations as the Board may deem necessary to desirable to effectuate the powers granted by this Code;
- k. To finance purchase of a home by an eligible home buyer in accordance with the regulations and requirements of the Tribe, Department of Housing and Urban Development and any other program the Authority has implemented;
- l. To terminate any lease or rental agreement or lease-purchase agreement, or other type of Authority program agreement, when the tenant or home buyer has violated the terms of such agreement, or failed to meets any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or home buyer;
- m. To establish income limits;
- n. To purchase insurance from any stock or mutual company for any property or against any risk or hazards, or to participate in a tribally owned and controlled insurance entity;
- 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; and
- r. To adopt such bylaws as the Board deems necessary and appropriate.

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

2. Authority Obligations.

- a. Issuance. 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:
 - 1) Exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income and revenues together with a grant from the Federal Government in aid of such project;
 - 2) 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
 - 3) 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.
- b. No Personal Liability for Authority Obligations. Neither the Commissioners of the Authority nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.
- c. Tribe Not Responsible for Authority Obligations. The notes or other obligations of the Authority shall not be a debt of the Tribe and the obligations shall so state on their face.
- d. Authority Obligations are Tax Exempt. 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 and any other taxing authority. The tax exemption provisions of this Code shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this Code, and without necessity of being restated in the obligations, a contract between, 1) the Authority and the Tribe and any other taxing authority, and 2) the holders of obligations and each of them, including all transferees of the obligations from time to time.
- e. Manner of Issuing and Selling Obligations. Obligations shall be issued and sold in the following manner:
 - 1) Obligations of the Authority shall be authorized by a resolution and adopted by the vote of a majority of the full Board and may be issued in one or more series;
 - 2) The obligations shall bear such dates, mature at such time, 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;

- 3) The obligations may be sold at public or private sale at not less than par; and
 - 4) In any case where the Commissioners 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.
- f. Manner of Payment and Terms and Conditions of Obligations. In connection with the issuance of obligations or incurring of obligations under leases and to secure payment of such obligations, the Authority, subject to the limitations in this Code, may:
- 1) Pledge all or any part of its gross or net rents, fees or revenues to which its rights then exist, or may thereafter come into existence;
 - 2) 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;
 - 3) Covenant against pledging all or any part of its rents, fees, or revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property;
 - 4) Covenant with respect to limitations on its right to sell, lease, or otherwise dispose of any project or any part thereof;
 - 5) Covenant as to what other or additional debts or obligations may be incurred by it;
 - 6) 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;
 - 7) Provide for the replacement of lost, destroyed, or mutilated obligations;
 - 8) Covenant against extending the time for the payment of its obligations or interest thereon;
 - 9) Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof;

- 10) Covenant concerning the rents and fees to be charged in 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;
 - 11) 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;
 - 12) 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 holder of which must consent thereto; and the manner in which such consent may be given;
 - 13) 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;
 - 14) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation;
 - 15) 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;
 - 16) Vest in any obligee or any proportion of them, the right to enforce the payment of the obligations of any covenant securing or relating to the obligations;
 - 17) Exercise all or any part or combination of the powers granted in this Section;
 - 18) Make covenants other than, and in addition to, the covenants expressly authorized in this Section, of like or different character;
 - 19) 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 obligation more marketable, although the covenants, acts or things are not enumerated in this Section; and
 - 20) The Executive Director, or designee, shall be in attendance at the winter General Council meetings to present the financial report for the past year's activities and proposed programs for the ensuing year.
3. Authority Responsibilities. Among others, the Authority shall submit an annual report showing:

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

- a. Annual Performance Report. The Authority will prepare an annual report for the Tribal Council consistent with NAHSDA requirements and make those reports public. The authority will also make all self-monitoring records available to the Tribe as required under NAHSDA.
- b. General Council Winter Report. The Authority shall submit an annual report to the Winter General Council showing:
 - 1) A summary of the year's activities;
 - 2) The financial condition of the Authority;
 - 3) The condition of the properties;
 - 4) The number of units and vacancies;
 - 5) Any significant problems and accomplishments;
 - 6) Plans for the future; and
 - 7) Such other information as the Authority or the Tribal Council shall deem pertinent.
- c. Operations under Federal Financial Assistance. Each project developed or operated under a contract or agreement providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract or agreement and applicable Federal legislation, and with all regulations and requirements prescribed from time to time by the Federal Government in connection with such assistance.
- d. The Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.

TITLE IV EXECUTIVE DIRECTOR

05-04-01 Executive Director

1. Executive Director. The supervisory authority over the Authority staff is delegated to the Executive Director. The Director shall report directly to the Housing Board of Commissioners.
2. The Director shall possess the requisite education, training, management ability, and administrative ability to operate the day to day operations of the Authority.

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

3. Powers of the Director. In order to execute the Tribe's Housing Code, the Executive Director shall have the following authority, duties and responsibilities:
 - a. To administrate policies adopted of the Commissioners.
 - b. To be responsible for organizational management including hiring, dismissal and managing staff.
 - c. To be responsible for organizational management including hiring, dismissal and managing contractors in compliance with the Housing's procurement policy.
 - d. To represent the Authority at local, regional and national meetings.

TITLE V HOUSING BOARD OF COMMISSIONERS

05-05-01 Housing Board of Commissioners.

1. Creation and Delegation of Authority The Sisseton-Wahpeton Oyate of the Lake Traverse Reservation hereby creates and delegates authority to the Sisseton Wahpeton Housing Board of Commissioners to develop and adopt the policies and requirements established by this Code for all Authority assisted housing within the Reservation and those lands and property subsequently acquired by the Sisseton-Wahpeton Oyate for Authority purposes.
2. Appointment and Officers.
 - a. Appointment. Commissioners shall consist of seven (7) tribal members appointed or elected by the seven Districts of the Tribe and approved by Tribal Council. The Ex-Officio shall sit as the Board Chair.
 - b. The Commission shall elect from among its members a Vice-Chair and Secretary. In the absence of the Chair, the Vice-Chair shall preside and in the absence of both the Chair and Vice-Chair, the Secretary shall preside.
 - c. Officers.
 - 1) Board Chair.
 - a) The Board Chair serves as the Board meeting facilitator and promotes good board leadership and governance.
 - b) The Board Chair keeps the board focused on issues that promotes the Authority's mission, vision and strategic direction.

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

- c) The Board Chair works collaboratively with the Executive Director to establish meeting agendas.
 - d) The Board Chair shall only vote in the instance of a tie.
- 2) Board Vice-Chair.
 - a) The Vice-Chair shall preside in the absence of the Chair.
- 3) Board Secretary.
 - a) The Secretary shall keep complete and accurate records of all meetings and actions taken by the Board.
 - b) The Board Secretary works collaboratively with the Executive Director to establish meeting agendas.
 - c) The Secretary shall preside in the absence of the Chair and the Vice-Chair.
- 3. Meetings. Regular meetings of the Commission shall be held at regular intervals as provided in the By-Laws. Meetings may be held in-person or in a virtual format.
- 4. Voting. A majority of the full Commission notwithstanding the existence of any vacancies shall constitute a quorum for the transaction of business. No Board action shall be taken by a vote of less than a majority of such full Board.
- 5. Conflict of Interest.
 - a. The Board shall prohibit any conflict of interest in the operation of their duties. This includes but is not limited by matters involving the selection, services and actions taken in housing services to families served by the Authority and the procurement of supplies, equipment, other property, construction and services.
 - b. No person shall be barred from serving on the Board because they are a tenant or home buyer in a housing project of the Authority pursuant to the limitations included herein; and such commissioner shall be entitled to fully participate in all meetings concerning matters that affect all tenants or home buyers, even if such matter affects them as well. However, no such commissioner shall be entitled to or permitted to participate in, or be present at any meeting (except in their capacity as a tenant or home buyer) or be counted or treated as a member of the Board, concerning any matter involving their individual rights, obligations or status as a tenant or home buyer.
 - c. During their tenure and for one year thereafter, no Commissioner, officer, or employee of the Authority, or any member of any governing body of the Tribe, or any other public

official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, they disclose their 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 they have 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.

6. Compensation.

- a. Members of the Commission may receive a stipend, as eligibility and budget permits, and shall be reimbursed for any reasonable and documented expenses actually incurred in connection with their performance of duties and responsibilities.
- b. The Commission shall establish a proposed budget delineating the Board's compensation and training and ensure the budget complies with funding guidelines and requirements, as well as, tribal law and policy.

7. Removal, Vacancy and Interim Appointment.

- a. Who may Remove or Request and/or Recommend Removal
 - 1) The District. In the event of removal by the respective district and recommendation to Tribal Council pursuant to (c) below; the respective District shall provide notice to both the Tribal Council and Commissioners of their decision to conduct a removal hearing and the subsequent decision thereof.
 - 2) Tribal Council. In the event of removal by the Tribal Council pursuant to (c) below; the Tribal Council shall provide notice to both the District and Board of Commissioners of their decision to conduct a removal hearing and the subsequent decision thereof.
 - 3) Board of Commissioners. The Commissioner may request and/or recommend removal of the Commissioner to the Tribal Council with a detailed statement on their request and/or recommendation.
- b. Causes for Removal; as defined in the Revised Constitution and By-Laws of the Sisseton-Wahpeton Oyate, Section 4., Code of Ethics for all elected and selected officials Tribal

By-Laws. In reference to (a)(4), Excessive Absenteeism; excessive absenteeism shall be missing any three (3) consecutive meetings without excuse as determined in the respective meeting minutes.

c. Removal Hearings.

- 1) If the District or Tribal Council determines that a Board Member shall be removed, the respective entity shall draft charges describing the reasons for removal and shall serve such charges to the Board Member.
 - 2) Also included with the charges for removal, the notice shall also specify a time and place for a hearing wherein the Board member shall have an opportunity to be heard.
 - 3) The notice shall provide the Board Member with a minimum of five (5) working days prior to hearing.
8. If a Board Member dies, resigns or becomes incapacitated. In the event a Board Member dies, resigns, is removed, or becomes incapacitated, the vacancy shall be temporarily filled by a member of the respective District's Executive Board who shall serve until the vacancy is permanently filled by the District.
9. Terms of Office. The terms of office for the Board shall be four (4) years; there are no limitations on how many terms a Board Member may serve.
10. Confidentiality. All information, documentation, records, and other written materials pertaining to Authority tenants, employees and programs shall be kept confidential. Authority Commissioners, Housing Director and all Housing staff shall comply with this confidentiality requirement. This confidential information shall include, without limitation, all applications, financial records including accounts receivable and payable, tax records, corporate or other business organic documents, resumes and financial documents. No persons other than Housing Commissioners, the Director and authorized Housing staff shall have access to this confidential information, except an authorized representative or agent of a tenant, employee and program who shall have the limited right to access all information pertaining to such information for the limited purpose of viewing or photocopying such information at the Housing Office. No information shall be removed from the Housing Office by any tenant, employee or program or their agent/representative.

05-05-02 Powers of the Board of Commissioners.

The Board of Commissioners are delegated with the following authority, duties and responsibilities as first stated in Resolution No. 68-2 and as amended.

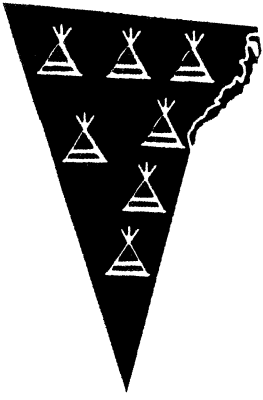
*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*

1. To adopt policies, procedures, by-laws, and plans that establish rules, regulations, guidelines and controls deemed necessary to carry out the provisions of this Code, including rules governing the activities and procedures of the Commissioners.
2. To adopt policies and procedures to ensure all statutory and regulatory requirements are met.
3. To hire, appoint, direct, suspend, supervise or dismiss Executive Director.
4. To work cooperatively with the Executive Director.
5. To guide overall direction and control of housing assistance programs.
6. To avoid conflict of interest.
7. To establish and approve programs budgets.
8. To take legal action as necessary to enforce any part of this Code.
9. To ensure their respective districts are kept informed of Authority activities.

*Housing Commissioners approved October, 10 2020.
Motion No. 2*

*Tribal Council approved November 5, 2020
Motion No. 35
Resolution No. SWO-20-089*



Sisseton - Wahpeton Oyate

LAKE TRAVERSE RESERVATION

PO BOX 509 • 12554 BIA HWY. 711
AGENCY VILLAGE, SOUTH DAKOTA 57262-0509
PHONE: (605) 698-3911

TRIBAL COUNCIL RESOLUTION NO. SWO 20-089

Approve Revised Chapter 5 – Housing Code Repeal Chapter 6 – Housing Authority

WHEREAS, The Sisseton-Wahpeton Oyate is organized under a Constitution and By-Laws adopted by the members of the Tribe on August 1-2, 1966, and approved by the Commissioner of Indian Affairs on August 24, 1966, and last amended effective November 15, 2006; and,

WHEREAS, The Constitution ARTICLE III, Section 1, states that, the Sisseton-Wahpeton Oyate shall be governed by a Council, and ARTICLE VII, Section 1, states that, the Council shall, among others, have the following powers:

(a) represent the Tribe in all negotiations with Federal, State and local governments; (d) To make rules governing the relationship of the members to the Tribe, to tribal property, and to one another as members of the Tribe, and to assess fees of members to effectuate Tribal purposes; (g) To take any action by ordinance, resolution, or otherwise which are reasonably necessary through committees, boards, agents or otherwise, to carry into effect the fore-going purposes; (h) to promote public health, education, charity, and other services as may contribute to the social advancement of the members of the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation; (i) To adopt resolutions regulating the procedures of the Council, its officials and committees in the conduct of Tribal Affairs; and,

WHEREAS, The Sisseton Wahpeton Housing Authority (“SWHA”) was established by Tribal Council Resolution No. 67-1, in a subsequent action, Tribal Council defined the duties of the Board of Commissioners for SWHA in Resolution No. 68-2; and,

WHEREAS, The SWHA has committed the last several decades towards addressing the housing needs of the tribal members of the Lake Traverse Reservation; and,

Approve Revised Chapter 5 – Housing Code; and Repeal Chapter 6 – Housing Authority

WHEREAS, Tribal Council adopted Chapter 5 Housing Code and Chapter 6 Housing Authority on May 4, 1982, and since that time has determined the need to amend, revise and/or repeal Chapter's 5 and 6 to meet the most current needs of the Sisseton-Wahpeton Oyate; and,

WHEREAS, On October 10, 2020, by motion #2, the Board of the Commissioners for the SWHA voted to approve the revised Chapter 5 Housing Code and to repeal Chapter 6 Housing Authority; and,

WHEREAS, Through the process described in Chapter 21 Judicial Code, the SWO Judicial Committee provided the final approved draft to the SWO Legal Department for final review prior to Tribal Council consideration and approval; and,

WHEREAS, That Chapter 5 Housing Code and Chapter 6 Housing Authority have been combined into one code, Chapter 5 Housing Code; and,

WHEREAS, That Chapter 6 shall be repealed as provisions relevant and applicable are included in the revised Chapter 5; and,

WHEREAS, Attached to this Resolution is the draft copy of the Housing Code, all changes where words are deleted will be shown with the language stricken through, all additional or new language will be shown with the language underlined in the Resolution below; and,

WHEREAS, After review of the Housing Code, the Tribal Council hereby adopts the following revisions to the Housing Code:

Table of Contents and format changed and/or added to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law.

05-01-03 Legislative Finding The Tribal Council finds that there exists, within the boundaries of the Lake Traverse Reservation, numerous dwellings which are substandard in one or more important features of structure, equipment, sanitation, and maintenance or occupancy. Such conditions adversely affect the physical and mental health of the people and the general welfare, and therefore require the establishment and enforcement of minimum housing standards.

Explanation: This provision found has been revised and is found at 05-01-02(3) of the proposed draft.

05-01-04 Title. This article Code shall be known ~~and may be cited~~ as the Housing Code.

Explanation: Ensure language signals a Code, stricken language considered unnecessary. Paragraph is now 05-01-01.



Chapter 6 Housing Authority statement:

Pursuant to the Revised Constitution and By-Laws of the Sisseton-Wahpeton Oyate, Article VII, the Tribal Council shall, among others, “promote public health, education, charity, and such other services as may contribute to the social advancement of the members of the Sisseton-Wahpeton Oyate.” In order to effectuate this power and responsibility, the Tribal Council has determined this Code a need to ensure protection for the members of Sisseton-Wahpeton Oyate.

Explanation: This section is found at 05-02-01(1) in the proposed draft.

Pursuant to the authority vested in the Sisseton-Wahpeton ~~Sioux~~ Tribe Oyate, by its Constitution, and particularly by Article VII, Sections (a), (b), (g), and (h) thereof, and its authority to provide for the health, safety, morals, and welfare of the Tribe, the Tribal Council of the Sisseton-Wahpeton ~~Sioux~~ Tribe Oyate hereby establishes a public body known as the Sisseton Wahpeton Housing Authority (~~hereinafter referred to as the~~ “Authority”), and enacts this ~~Ordinance Code~~ which shall establish the purposes, powers, duties and 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, hire and exercise its powers upon proof of the adoption of this ~~Ordinance Code~~. A copy of the ~~Ordinance Code~~, duly certified by the Secretary of the Council shall be admissible in evidence in any suit, action, or proceeding.

Explanation: This section is found at 05-02-01(2) in the proposed draft.

06-08-04 It is the purpose and intent of this ~~Code Ordinance~~ to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation ~~of the~~ with Federal, state or local Government in the undertaking, construction, maintenance or operation of any project by the Authority.

Explanation: This section has been updated and is found at 05-01-02(4) in the proposed draft.

06-08-05 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 ~~Code Ordinance~~.

Explanation: This section has been updated and is found at 05-01-02(5) in the proposed draft.

~~06-11-01——Tribal Cooperation in Connection with Projects.~~ **COOPERATION IN CONNECTION WITH PROJECTS**

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 furnished 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 zoning of the site and 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 operations of the 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 home buyer for non-payment or other contract violations including action through the appropriate Courts; and
- f. The Tribal Courts shall have jurisdiction to hear and determine an action for eviction of a tenant or home buyer. The Tribal Government hereby declares that the powers of the Tribal Courts shall be vigorously utilized to enforce eviction of a tenant or home buyer for non-payment or other contract violations.

Explanation: There is no substantive change in this section but is now found in section 05-01-02(f).

~~g. The provisions of this Section 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, so long as:~~

- ~~1) The project is used for low income housing purposes;~~
- ~~2) Any contract between the Authority and Department of Housing and Urban Development for loans for annual contributions, or both, in connection with such project, remains in force and effect; or~~

~~Any obligations issued in connection with such project or any monies due to the Department of Housing and Urban Development in connection with such project remain unpaid, whoever period ends the latest. If at any time, title to, or possession of, any project is held by any 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 insure to the benefit of and be enforced by such public or governmental agency.~~



06-04-01 DECLARATION OF NEED.

It is hereby declared:

1. That there exists on the Lake Traverse Sisseton-Wahpeton Reservation, unsanitary, unsafe, and overcrowded dwelling accommodations; that there is a shortage of safe or sanitary dwelling accommodations available at rent or prices which persons of low income can afford; and that such shortage forces such persons to occupy unsanitary, unsafe, and overcrowded dwelling places;
2. That these conditions cause an increase in, and spread disease and crime and constitute a menace to the 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;
3. That the shortage of decent, affordable, safe, and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise;
4. That the providing of decent, safe and sanitary dwelling accommodations for persons of low income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of Tribal concern;
5. That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertakings authorized by this Code Ordinance to aid the production of better housing and more desirable neighborhood and community development at lower costs will make possible a more stable and larger volume of residential construction and housing supply which will assist materially in achieving full employment; and
6. That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

Explanation: No significant substantive changes, this section is now found in 05-01-03(1)-(6)

05-01-04 SCOPE.

By treaty, inherent sovereignty and self-determination the Sisseton-Wahpeton Oyate has the right to adopt laws, including laws “for the security of life and property” of its members.

Explanation: This section is added to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law.

05-01-05 SPECIFIC APPLICABILITY.

This Code shall apply to Housing properties and shall take precedence over any prior laws, policies, regulations and general laws of applicability.



Explanation: This section is added to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law.

05-01-06 EFFECTIVE DATE.

This Code shall be in full force and effect on the date of formal approval and adoption by the Tribal Council.

Explanation: This section is added to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law.

05-01-07 SOVEREIGN IMMUNITY NOT WAIVED.

By the adoption of this Code the Tribe and Authority does not waive its sovereign immunity or consent to suit in any court, whether the court is tribal, federal, or state, and the adoption of this Code shall not be construed to be a waiver of the sovereign immunity of the Tribe or Authority, nor a consent to suit against the Tribe or Authority in any court.

Explanation: This section is added to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law.

05-01-08 SEVERABILITY.

If any clause, sentence, paragraph, section or part of this Code shall be adjudicated by the Tribal or Appellate Court to be invalid or unconstitutional, such judgment shall not affect, impair, or invalidate the remainder, but shall be confined in its operation to the clause, sentence, paragraph, section, or part, directly involved in the controversy in which the judgment was rendered.

Explanation: This section is added to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law.

05-01-09 AMENDMENT.

This Code may be amended only upon an affirmative vote of a majority of the Tribal Council of the Sisseton-Wahpeton Oyate.

Explanation: This section is added to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law.

05-01-10 EFFECT OF HEADINGS.

Headings shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning, or intent of the provisions of any portion of this Code.

Explanation: This section is added to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law.

~~06-06-01~~ “Area of Operation” shall means all areas within the jurisdiction of the Tribe.

Explanation: There is no substantive change in this section and is found at 05-02-01(1) in the proposed draft.

05-02-01(2) “Authority” shall mean the Sisseton Wahpeton Housing Authority.

Explanation: Sisseton Wahpeton Housing Authority is abbreviated by Authority.



~~06-06-02~~ “Board” or “Commissioners” shall means the Board of Commissioners of the Sisseton Wahpeton Housing Authority.

Explanation: There is no substantive change in this section and is found at 05-02-01(3). proposed draft.

~~06-06-03~~ “Council” shall means the Sisseton-Wahpeton Oyate Sioux Tribal Council.

Explanation: There is no substantive change in this section, Sioux has been removed as the Tribe has made an official name change, and is found at 05-02-01(4).

05-02-01(5) “Eviction” shall mean the act of legally dispossessing and physical expulsion a person from any Housing Authority owned or managed property.

Explanation: Definition of Eviction has been included.

~~06-06-04~~ “Federal Government” shall mean ~~includes~~ the United State of America, the Department of Housing and Urban Development (“Hud”), or any other agency or instrumentality, corporate or otherwise, of the United States of America.

Explanation: There is no substantive change in this section and is found at 05-02-01(6).

~~06-06-05~~ “Housing Project” or “Project” shall 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 multi-family structures under conventional condominium, or cooperative sales contracts or lease/purchase agreements, loans, or subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartment, or other living accommodations for persons of low income. Such work 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; or improvements of 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.

Explanation: There is no substantive change in this section and is found at 05-02-01(7).

05-02-01(8) “Indian Housing Plan” shall mean the Tribal Council approved comprehensive housing plan required under the Native American Housing and Self Determination Act of 1996.”

Explanation: Definition of Indian Housing Plan has been included.

05-02-01(9) “NAHASDA” shall mean the Native American Housing and Self Determination Act, PL 104-330.

Explanation: Definition of NAHASDA has been included.



Approve Revised Chapter 5 – Housing Code; and Repeal Chapter 6 – Housing Authority

06-06-06 “Obligation” shall means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this Code Ordinance.

Explanation: There is no substantive change in this section and is found at 05-02-01(10).

06-06-07 “Obligee” shall means 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.

Explanation: There is no substantive change in this section and is found at 05-02-01(11).

05-01-20 “Owner” shall mean the Sisseton-Wahpeton Housing Authority. ~~any person who, alone or jointly, or several with others:~~

1. ~~Has record legal title to any dwelling or dwelling units, with or without accompanying actual possession thereof;~~
2. ~~Acts as the agent of the person holding the record legal title of any dwelling or dwelling unit;~~
3. ~~Is the personal representative or fiduciary of an estate through which the record legal title to the real property in which any dwelling or dwelling unit is administered~~

Explanation: The definition of Owner is revised to state the Housing Code refers the properties owned by the Sisseton-Wahpeton Housing Authority, and is located at 05-02-01(12) in the proposed draft.

06-05-01 Housing Authority Purposes

1. The Authority shall be organized and operated for the purposes of:
 - a. Remedying unsafe and unsanitary housing conditions that are injurious to the public integrity, economic security, and health safety, and welfare ~~morals~~ of the people of the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation;
 - b. Alleviating the acute shortage of decent, safe and sanitary dwelling for persons of low income; and
 - c. Providing employment opportunities through the construction, reconstruction, improvement, maintenance, extension, alteration, or repair, and operation of low-income dwellings.

Explanation: Updated language, there is no substantive change in this section and is found at 05-03-01 in the proposed code.

06-10-07—All property including funds acquired or held by the Authority pursuant to this Code Ordinance shall be exempt from all taxes and special assessments of the Tribe, as well as, levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same, nor shall any judgment ~~judgement~~ against the



Authority be a charge or lien upon such property. However, the provisions of this Section shall not apply to, or limit the right of obligee, 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 Code Ordinance or the right of the Authority to bring eviction actions, ~~in accordance with Section 06-08-03, subsection 1.~~

Explanation: Release of Tribal taxation on funds and property or special assessment are included to not be assessed, remaining changes are not substantive, this Section is found at 05-03-02 in the proposed code.

06-08-02 **Legal Authority and Sovereign Immunity.**

1. The Tribal Council hereby gives its irrevocable consent to allow the Authority to sue and be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this Code 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.
2. The Authority shall have the power to sue and may, at its discretion, specifically and expressly granted limited waivers of its immunity from suit and consent to be sued in the Sisseton Wahpeton Oyate Tribal Court or another court of competent and applicable jurisdiction pursuant to the procedures and authorities set forth in the Authority's By-Laws; provided, however, that:
 - a. Any such waiver or consent to suit granted by the Authority shall in no way extend to any action against the Tribe, nor shall it in any way be deemed a waiver of any of the rights, privileges and immunities of the Tribe;
 - b. Any recovery against the Authority shall be limited to the assets of the Authority (or such portion of Authority's assets as further limited by the waiver or consent), and that the Tribe shall not be liable for the payment or performance of any of the obligations of the Authority, and no recourse shall be had against any assets or revenues of the Tribe in order to satisfy the obligations of the Authority, unless expressly authorized by Tribal Council Resolution, including assets of the Tribe, or property of the Tribe leased, loaned, or assigned to the Authority for its use, without transfer of title;
 - c. Any waiver may be granted only by (1) a resolution adopted by the Board of Commissioners, for the specific purpose of granting a waiver, (2) the language of the waiver must be explicit; and (3) the waiver must be contained in a written contract or commercial document to which the Authority is a party;
 - d. Waivers of sovereign immunity may be granted only when necessary to secure a substantial advantage or benefit to the Authority; and



- e. Waivers of sovereign immunity shall be specific and limited as to duration, grantee, transaction, property, or funds of the Authority, court and/or body having jurisdiction and applicable law.
- f. The sovereign immunity of the Authority shall not extend to actions against the Authority by the Tribe.

Explanation: Tribal Council has given irrevocable consent to the Authority regarding waivers of sovereign immunity since the original Housing Ordinance. Since that time the notion of a waivers of sovereign immunity, and the expression of self-determination, has been litigated in tribal, federal and states courts creating a need for waivers of sovereign immunity, or limited waivers of sovereign immunity, to be clear and unequivocal. The additional provisions of this section reflect both Tribal Council's original irrevocable consent, as well as added language regarding waivers of sovereign immunity. This Section is found at 05-03-03 in the proposed code.

05-03-05 Authority Powers, Obligations and Responsibilities

1. Powers Consistent with Purposes. 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 tribal government and any other government 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 Code Ordinance, or in any provision of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or compliance with labor standards, in the development or operation of projects; and the Authority may include in any contract let in connection with a project, stipulations requiring that the contractor and any sub-contractors comply with requirements as to minimum salaries or wages and maximum hours of labor and comply with any conditions which the Federal Government may have attached to its financial aid to the project;
 - d. To obligate itself, in any contract with the Federal Government for annual contributions to the Authority, to convey to the Federal Government, possession of or title to the project to which such contract relates, upon the occurrence of a substantial default (as defined in such contract) with respect to the covenants or conditions to which the Authority is subject; and such contract may further provide, that in case of such conveyance, the Federal Government may complete, operate, manage, lease, convey or otherwise deal with the project and funds in accordance with the terms of such contract; provided, that the contract requires that, as soon as practicable after the Federal Government is satisfied that all



defaults with respect to the project have been cured, and that the project will thereafter be operated in accordance with the terms of the contract, the Federal Government shall reconvey to the Authority, the project as then constituted;

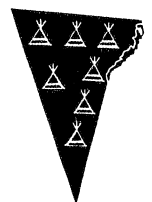
- e. To lease property from the Tribe and others for such periods as are authorized by law; and to hold and manage or to sub-lease the same;
- f. To borrow or lend money, to issue temporary or long term evidence of indebtedness; and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of ~~Sections 06-09-01~~ of this Code Ordinance and/or as established by the Commissioners;
- g. To pledge the assets and receipts of the Authority as security for debts and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein;
- h. To purchase land or interests in land or take the same by gift; to lease land or interests in land to the extent provided by law;
- i. To undertake and carry out studies and analyses of housing needs, to prepare housing plans, 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 agreement or leases with option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the election of tenants or home buyers, including the establishment of priorities; and concerning the occupancy, rental, care management of housing units; and to make such further rules and regulations as the Board may deem necessary to desirable to effectuate the powers granted by this Code Ordinance;
- k. To finance purchase of a home by an eligible home buyer in accordance with the regulations and requirements of the Tribe, Department of Housing and Urban Development and any other program the Authority has implemented.
- l. To terminate any lease or rental agreement or lease-purchase agreement when the tenant or home buyer has violated the terms of such agreement, or failed to meets any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or home buyer;



- m. To establish income limits for admission that ensure 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, or to participate in a tribally owned and controlled insurance entity;
 - 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 and temporary, as the Authority may require; and to delegate to such officers and employees such powers and duties as the Board shall deem proper;
 - r. ~~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 this Authority;~~
 - s. ~~To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of a State or another Tribe in the exercise, either jointly or otherwise, of any or all of the powers of the Authority, and such other public housing agency or agencies for the purpose of financing (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. For such purpose, the Authority may, by resolution, prescribe and authorize any other public housing agency or agencies, joining or cooperating with the Authority, to act on the Authority's behalf with respect to any or all powers as the Authority's agent or otherwise, in the name of the Authority or in the name of such agency or agencies;~~
 - t. To adopt such bylaws as the Board deems necessary and appropriate.
2. Authority Obligations.
- a. Issuance. 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:



- 1) Exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income and revenues together with a grant from the Federal Government in aid of such project;
 - 2) 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
 - 3) 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.
- b. No Personal Liability for Authority Obligations. Neither the Commissioners of the Authority nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.
 - c. Tribe Not Responsible for Authority Obligations. The notes or other obligations of the Authority shall not be a debt of the Tribe and the obligations shall so state on their face.
 - d. Authority Obligations are Tax Exempt. 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 Code Ordinance shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this Code Ordinance, and without necessity of being restated in the obligations, a contract between, 1) the Authority and the Tribe, and 2) the holders of obligations and each of them, including all transferees of the obligations from time to time.
 - e. Manner of Issuing and Selling Obligations. Obligations shall be issued and sold in the following manner:
 - 1) Obligations of the Authority shall be authorized by a resolution and adopted by the vote of a majority of the full Board and may be issued in one or more series;
 - 2) The obligations shall bear such dates, mature at such time, 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;
 - 3) The obligations may be sold at public or private sale at not less than par; and



- 4) In any case where 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.
- f. Manner of Payment and Terms and Conditions of Obligations. In connection with the issuance of obligations or incurring of obligations under leases and to secure payment of such obligations, the Authority, subject to the limitations in this Code Ordinance, may:
- 1) Pledge all or any part of its gross or net rents, fees or revenues to which its rights then exist, or may thereafter come into existence;
 - 2) Provide for the powers and duties of oblige and limit their liabilities and provide the terms and conditions on which such oblige may enforce any covenant or rights securing or relating to the obligations;
 - 3) Covenant against pledging all or any part of its rents, fees, or revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property;
 - 4) Covenant with respect to limitations on its right to sell, lease, or otherwise dispose of any project or any part thereof;
 - 5) Covenant as to what other or additional debts or obligations may be incurred by it;
 - 6) 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;
 - 7) Provide for the replacement of lost, destroyed, or mutilated obligations;
 - 8) Covenant against extending the time for the payment of its obligations or interest thereon;
 - 9) Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof;
 - 10) Covenant concerning the rents and fees to be charged in 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;



- 11) 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;
- 12) 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 holder of which must consent thereto; and the manner in which such consent may be given;
- 13) 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;
- 14) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation;
- 15) 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;
- 16) Vest in any obligee or any proportion of them, the right to enforce the payment of the obligations of any covenant securing or relating to the obligations;
- 17) Exercise all or any part or combination of the powers granted in this Section;
- 18) Make covenants other than, and in addition to, the covenants expressly authorized in this Section, of like or different character;
- 19) 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 obligation more marketable, although the covenants, acts or things are not enumerated in this Section.
- 20) ~~The Housing Authority Board shall routinely provide copies of all minutes to the Tribal Council of the Sisseton-Wahpeton-Oyate Sioux Tribe;~~
- 21) ~~The Executive Director, or designee, of the Housing Authority shall attend all Staff Director meetings of the Sisseton-Wahpeton-Oyate Sioux Tribe, and shall be in attendance at the winter General Council meetings to present the annual a financial report for the past years activities and proposed programs for the ensuing year. report;~~
- 22) ~~The Director of the Housing Authority shall consult with the District Councils in matters of occupancy selection, provided that such District Councils have~~



informed the Tribal Council of its intent to participate in the occupancy selection process.

~~g. The provisions of this Section 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, so long as:~~

- ~~1) The project is used for low income housing purposes;~~
- ~~2) Any contract between the Authority and Department of Housing and Urban Development for loans or annual contributions, or both, in connection with such project, remains in force and effect; or~~
- ~~3) Any obligations issued in connection with such project or any monies due to the Department of Housing and Urban Development in connection with such project remain unpaid, whoever period ends the latest. If at any time, title to, or possession of, any project is held by any 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 insure to the benefit of and be enforced by such public or governmental agency.~~

3. Authority Responsibilities. Among others, the Authority shall submit an annual report showing:

- a. Annual Performance Report. The Authority will prepare an annual report for the Tribal Council consistent with NAHSDA requirements and make those reports public. The authority will also make all self-monitoring records available to the Tribe as required under NAHSDA.
- b. General Council Winter Report. The Authority shall submit an annual report to the Winter General Council showing:
 - 1) A summary of the year's activities;
 - 2) The financial condition of the Authority;
 - 3) The condition of the properties;
 - 4) The number of units and vacancies;
 - 5) Any significant problems and accomplishments;
 - 6) Plans for the future; and



- 7) Such other information as the Authority or the Tribal Council shall deem pertinent.
- c. Operations under Federal Financial Assistance. Each project developed or operated under a contract or agreement providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract or agreement and applicable Federal legislation, and with all regulations and requirements prescribed from time to time by the Federal Government in connection with such assistance.
- d. The Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its officers, agents, or employees handling cash or authorized to sign checks or certify vouchers.
- e. ~~The Authority shall not construct or operate any project for profit.~~

Explanation: Proposed provision 05-03-05 Authority Powers, Obligation and Responsibilities, includes several provisions of the previous Chapter 6. 05-03-05 is separated into three sections: 1) Powers, which includes provisions of 06-09-01 and 06-09-03; 2) Obligations, which includes provisions of 06-09-01, 06-09-02, 06-09-03, 06-09-04, 06-09-05 and 06-11-02; 3) Responsibilities, which includes provisions of 06-10-02, 06-10-03, 06-10-04 and 06-10-05. Some provisions have been deleted as unnecessary, refer to outdated provisions of the 1937 Housing Act, or no longer reflects the Housing Authorities diverse programs that now exist.

05-04-01 Executive Director

1. Executive Director. The supervisory authority over the Authority staff is delegated to the Executive Director. The Director shall report directly to the Housing Board of Commissioners.
2. The Director shall possess the requisite education, training, management ability, and administrative ability to operate the day to day operations of the Authority.
3. Powers of the Director. In order to execute the Tribe's Housing Code, the Executive Director shall have the following authority, duties and responsibilities:
 - a. To administrate policies adopted of the Commissioners.
 - b. To be responsible for organizational management including hiring, dismissal and managing staff.
 - c. To be responsible for organizational management including hiring, dismissal and managing contractors in compliance with the Housing's procurement policy.
 - d. To represent the Authority at local, regional and national meetings.



~~06-03-03~~ — At the trial, the Court shall require the Executive Director to present in evidence a written statement or sworn testimony documenting the efforts made by the Housing Authority to resolve the matter in litigation without Court Action.

Explanation: new section to include provisions for Executive Director, as well as the deletion of 06-03-03 which describes the Executive Director at trial, which is not a practice of the current Housing Authorities Executive director.

~~06-01-01~~ Creation and Delegation of Authority of Board of Commissioners. The Sisseton Wahpeton Sioux Tribe Housing Authority Board of Commissioners was established by Resolution No. 67-1. The Resolution provides for the number, selection, removal, qualifications, and terms of office of members of the Board. The Sisseton-Wahpeton Oyate of the Lake Traverse Reservation hereby creates and delegates authority to the Sisseton Wahpeton Housing Board of Commissioners to develop and adopt the policies and requirements established by this Code for all Authority assisted housing within the Reservation and those lands and property subsequently acquired by the Sisseton-Wahpeton Oyate for Authority purposes.

Explanation: language is updated and is at 05-05-01(1) of the proposed Code.

~~06-07-01~~ — **BOARD OF COMMISSIONERS**

1. Appointment and Officers.

~~The Affairs of the Authority shall be managed by a Board of Commissioners composed of five (5) persons;~~

~~1. The Board members shall be appointed, and may be reappointed by the Council. A certificate of the Secretary 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.~~

~~2. A Commissioner may be a member or a non member of the Tribe, and may be a member or non member of the Tribal Council.~~

a. Appointment. Commissioners shall consist of seven (7) tribal members appointed or elected by the seven Districts of the Tribe and approved by Tribal Council. The Ex-Officio shall sit as the Board Chair.

Explanation: Proposed language reflects current implementation of Board appointment which includes a seven-member District representation; and is at 05-05-01(1) of the proposed Code.

~~06-07-03~~

b. ~~The Council shall name one of the Commissioners as Chairman of the Board. The Commission shall elect from among its members a Vice-Chair man and Secretary and Treasurer. Any member may hold two of these positions. Any member may hold two of these positions. In the absence of the Chair man, the Vice-Chair man shall preside and in the absence of both the Chair man and Vice-Chair man, the Secretary shall preside.~~

Explanation: Proposed language reflects current structure of the Board and is at 05-05-01(2)(b) of the proposed Code.



05-05-01(2) cont. . .

c. Officers.

1) Board Chair.

- a) The Board Chair serves as the Board meeting facilitator and promotes good board leadership and governance.
- b) The Board Chair keeps the board focused on issues that promotes the Authority's mission, vision and strategic direction.
- c) The Board Chair works collaboratively with the Executive Director establish meeting agendas.
- d) The Board Chair shall only vote in the event of a tie.

2) Board Vice-Chair.

- a) ~~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 Section 06-11-01 of this Ordinance.~~
- b) The Vice-Chair shall preside in the absence of the Chair.

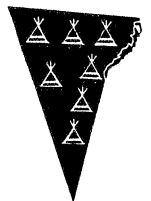
3) Board Secretary.

- a) The Secretary shall keep complete and accurate records of all meetings and actions taken by the Board.
- b) The Board Secretary works collaboratively with the Executive Director to establish meeting agendas.
- c) The Secretary shall preside in the absence of the Chair and the Vice-Chair.

Explanation: Proposed provision 05-05-01(2)(c) provisions of the previous Chapter 6, 06-07-03, 06-07-07 and 06-07-08. Proposed language removes the position of Treasurer which no longer exists and includes current responsibilities.

~~06-07-09~~ Meetings. Regular meetings of the Commission shall be held at regular intervals as provided in the By-Laws. Meetings may be held in-person or in a virtual format. ~~Emergency meetings may be held upon twenty-four (24) hours actual notice, and business transacted, provided that not less than a majority of the full Board concurs with the proposed action.~~

Explanation: Language has been removed as more specific explanation on deleted language can be described in Boards By-Laws, and is at 05-05-01(3) of the proposed Code.



~~06-07-06~~ — Voting. A majority of the full Commission (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.

Explanation: no substantive changes, provision is at 05-05-01(4) of the proposed Code.

05-05-01 cont . . .

(5) Conflict of Interest.

- a. The Board shall prohibit any conflict of interest in the operation of their duties. This includes but is not limited by matters involving the selection, services and actions taken in housing services to families served by the Authority and the procurement of supplies, equipment, other property, construction and services.
- b. No person shall be barred from serving on the Board because ~~he~~ they ~~is~~ are a tenant or home buyer in a housing project of the Authority pursuant to the limitations included herein; and such commissioner shall be entitled to fully participate in all meetings concerning matters that affect all ~~of the~~ tenants or home buyers, even ~~though~~ if such matter affects them ~~him~~ as well. However, no such commissioner shall be entitled to or permitted to participate in, or be present at any meeting (except in his capacity as a tenant or home buyer) or be counted or treated as a member of the Board, concerning any matter involving his individual rights, obligations or status as a tenant or home buyer.
- c. During their ~~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 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, they ~~he~~ discloses their ~~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. 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, ~~as provided in Section 06-07-01~~

Explanation: Proposed provision 05-05-01(5) includes provisions of the previous Chapter 6, 06-07-01(3) and 06-10-02.

05-05-01 cont...



(6) Compensation

- a. Members of the Commission may receive a stipend, as eligibility and budget permits, and shall be reimbursed for any reasonable and documented expenses actually incurred in connection with their performance of duties and responsibilities.
- b. The Commission shall establish a proposed budget delineating the Board's compensation and training and ensure the budget complies with funding guidelines and requirements, as well as, tribal law and policy.

06-07-05 — ~~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.~~

Explanation: Language reflects updated and approved budgetary provisions.

05-05-01 cont...

(7) Removal, Vacancy and Interim Appointment.

- a. Who may Remove
 - 1) The District. In the event of removal by the respective district pursuant to (c) below; the respective District shall provide notice to both the Tribal Council and Commissioners of their decision to conduct a removal hearing and the subsequent decision thereof.
 - 2) Tribal Council. In the event of removal by the Tribal Council pursuant to (c) below; the Tribal Council shall provide notice to both the District and Board of Commissioners of their decision to conduct a removal hearing and the subsequent decision thereof.
 - 3) Board of Commissioners. The Commissioner may request and/or recommend removal of the Commissioner to the Tribal Council with a detailed statement on their request and/or recommendation.
- b. Causes for Removal; as defined in the Revised Constitution and By-Laws of the Sisseton-Wahpeton Oyate, Section 4., Code of Ethics for all elected and selected officials Tribal By-Laws. In reference to (a)(4), Excessive Absenteeism; excessive absenteeism shall be missing any three (3) consecutive meetings without excuse as determined in the respective meeting minutes.

06-07-04 — ~~A member of the Board may be removed by the appointment power for serious inefficiency or neglect of duty or for misconduct in office, but only after a hearing before the appointing power; and only after the member has been given a written notice of the specific charges against him at least ten (10) days prior to the hearing. At any such~~



Approve Revised Chapter 5 – Housing Code; and Repeal Chapter 6 – Housing Authority

hearing, the member shall have the opportunity to be heard in person or by counsel, and to present witnesses in his own behalf. In the event of removal of any Board member, a record of the proceeding, 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.

c. Removal Hearings.

- 1) If the District or Tribal Council determines that a Board Member shall be removed, the respective entity shall draft charges describing the reasons for removal and shall serve such charges to the Board Member.
- 2) Also included with the charges for removal, the notice shall also specify a time and place for a hearing wherein the Board member shall have an opportunity to be heard.
- 3) The notice shall provide the Board Member with a minimum of five (5) working days prior to hearing.
8. If a Board Member dies, resigns or becomes incapacitated. In the event a Board Member dies, resigns, is removed, or becomes incapacitated, the vacancy shall be temporarily filled by a member of the respective District's Executive Board who shall serve until the vacancy is permanently filled by the District.
9. Terms of Office. The terms of office for the Board shall be four (4) years; there are no limitations on how many terms a Board Member may serve.
10. Confidentiality. All information, documentation, records, and other written materials pertaining to Authority tenants, employees and programs shall be kept confidential. Authority Commissioners, Housing Director and all Housing staff shall comply with this confidentiality requirement. This confidential information shall include, without limitation, all applications, financial records including accounts receivable and payable, tax records, corporate or other business organic documents, resumes and financial documents. No persons other than Housing Commissioners, the Director and authorized Housing staff shall have access to this confidential information, except an authorized representative or agent of a tenant, employee and program who shall have the limited right to access all information pertaining to such information for the limited purpose of viewing or photocopying such information at the Housing Office. No information shall be removed from the Housing Office by any tenant, employee or program or their agent/representative.

Authority and Duties of the Board of Commissioners

Explanation: Updated language and deleted provision reflect detailed removal, vacancy and interim provisions. Language also reflects current removal practice of the Tribe.



05-05-02 Powers of the Board of Commissioners.

The Board of Commissioners are delegated with the following authority, duties and responsibilities as first stated in Resolution No. 68-2 and as amended.

1. To adopt policies, procedures, by-laws, and plans that establish rules, regulations, guidelines and controls deemed necessary to carry out the provisions of this Code, including rules governing the activities and procedures of the Commissioners.
2. To adopt policies and procedures to ensure all statutory and regulatory requirements are met.
3. To hire, appoint, direct, suspend, supervise or dismiss Executive Director.
4. To work cooperatively with the Executive Director.
5. To guide overall direction and control of housing assistance programs.
6. To avoid conflict of interest.
7. To establish and approve programs budgets.
8. To take legal action as necessary to enforce any part of this Code.
9. To ensure their respective districts are kept informed of Authority activities.

~~06-03-01 — The duties of the Board of Commissioners are state in Resolution No. 68-2 of the Tribal Council. In addition to the to the duties stated in the aforementioned Resolution, the Board shall hold a hearing or otherwise seek to resolve all landlord-tenant disputes over repair bills in the amount less than three hundred dollars (\$300.00) and shall determine whether the Authority should proceed in Court against any tenant who owes the Authority more than three hundred dollars (\$300.00) for repairs to a dwelling.~~

~~06-03-02 — The Board shall have no jurisdiction to seek a resolution of any matter which may constitute a ground for eviction under Chapter 07-02-02. The Executive Director of the Housing Authority shall seek to resolve without Court action, all matters which may constitute grounds for eviction under the aforementioned Chapter and Section, subject to the provisions of this Section regarding repairs. If the Executive Director cannot satisfactorily resolve such a matter with a tenant, the Executive Director may commence an eviction proceeding before the Housing Division of the Tribal Court under Chapter 7.~~



Explanation: Board Powers and Responsibilities have been updated to reflect current needs. Paragraphs 06-03-01 and 06-03-03 have been deleted as they do not reflect current Board responsibilities, nor does the Board partake in addressing landlord-tenant disputes or responsibilities of the Tribal Court.

THE FOLLOWING SECTIONS HAVE BEEN DELETED IN THEIR ENTIRETY:

~~05-01-01 — **DEFINITIONS AND GENERAL PROVISIONS**~~

~~The following definitions and general provisions shall apply in the interpretation and enforcement of this article.~~

Explanation: This section was removed as the two chapters were combined and therefore this paragraph is unnecessary.

~~05-01-02 — **Declaration of Policy** — The Council declares the purpose of this article is to protect, preserve, and promote, the physical and mental health of the people, investigate the control communicable diseases, regulate privately and publicly owned dwellings for the purpose of sanitation and public health, and protect the safety of the people and promote the general welfare by legislation which shall be applicable to all dwellings now in existence or hereafter constructed which:~~

- ~~2. — Establishes minimum standards for basic equipment and facilities for light, ventilation, and heating, or safety from fire, for the use and location and amount of space for human occupancy, and for safe and sanitary maintenance;~~
- ~~3. — Determine the responsibilities of owners, operators, and occupants of dwellings; and~~
- ~~4. — Provide for the administration and enforcement thereof.~~

Explanation: This section was deleted and has been rewritten with current needs. Declaration of Need is found at 05-01-03 in the proposed draft.

~~05-01-05 Approved — shall mean constructed, installed, and maintained in accordance with this article, and rules and regulations adopted and promulgated in pursuance thereof.~~

Explanation: This section has been deleted as such provisions have been included in other sections of the proposed code.

~~05-01-06 — **Basement** — shall mean that portion of a dwelling between floor and ceiling which is partly below and partly above grade, the floor of which is less than four (4) feet below the average grade of the adjoining ground.~~

Explanation: The definition of basement was removed as the definition is not used or needed in the Housing Code.

~~05-01-07 — **Cellar** — shall mean that portion of a dwelling between floor and ceiling which is below, or partly below grade, the floor of which is more than four (4) feet below the average grade of the adjoining ground.~~



Explanation: The definition of basement was removed as the definition is not used or needed in the Housing Code.

~~05-01-08 — Dwelling shall mean any building which is wholly or partly used or intended to be used for living or sleeping by human occupants. Temporary housing as hereinafter defined shall not be regarded as a dwelling.~~

Explanation: The definition of basement was removed as the definition is not used or needed in the Housing Code.

~~05-01-09 — Dwelling Unit shall mean any room or group of rooms located within a dwelling and forming a single habitable unit with facilities which are used or intended to be used for living, sleeping, cooking, eating, and a part of which is exclusively or occasionally appropriated to cookery.~~

Explanation: The definition of basement was removed as the definition is not used or needed in the Housing Code.

~~05-01-10 — Electrical Convenience Outlet shall mean a point on the electrical wiring system equipped with one or more receptacles intended to receive attachment plugs from which current is taken to supply utilization equipment.~~

Explanation: The definition of basement was removed as the definition is not used or needed in the Housing Code.

~~05-01-11 — Extermination shall mean the control and elimination of insects, rodents, vermin or other pests by eliminating their harborage places; by removing or making inaccessible materials that may serve as their food, or poisoning, spraying, fumigating, trapping, or similar means.~~

Explanation: The definition of basement was removed as the definition is not used or needed in the Housing Code.

~~05-01-12 — Garbage shall mean the animal and vegetable waste resulting from the handling, preparation, cooking, or consumption of foods.~~

Explanation: The definition of Garbage was removed as the definition is not used or needed in the Housing Code.

~~05-01-13 — Habitable room shall mean a room deigned to be used for living, sleeping, eating or cooking, excluding bathrooms, toilet compartments, closets, halls, and storage places.~~

Explanation: The definition of Habitable room was removed as the definition is not used or needed in the Housing Code.

~~05-01-14 — Hotel shall mean any dwelling, or that part of any dwelling, containing one or more rooming units in which space is let to three or more guests who are transients or permanent guests.~~

Explanation: The definition of Hotel was removed as the definition was is used or needed in the Housing Code.



Approve Revised Chapter 5 – Housing Code; and Repeal Chapter 6 – Housing Authority

~~05-01-15 — Infestation — shall mean the presence within or around a dwelling, of insects, rodents, vermin or other pests of such kind, or in such numbers, to cause a hazard to health.~~

Explanation: The definition of Infestation was removed as the definition is not used or needed in the Housing Code.

~~05-01-16 — Reservation Sanitarian — shall mean the Reservation Sanitarian of Health and Hospitals of the Lake Traverse Reservation.~~

Explanation: The definition of Reservation Sanitarian was removed as there is no Reservation Sanitarian on the Lake Traverse Reservation, thus the definition is not used or needed in the Housing Code.

~~05-01-17 — Multiple Dwelling — shall mean any dwelling containing more than two (2) dwelling units.~~

Explanation: The definition of Multiple Dwelling was removed as the definition is not used or needed in the Housing Code.

~~05-01-18 — Occupant — shall mean any person living, sleeping, cooking, or eating in, or having actual possession of, a dwelling unit or rooming unit.~~

Explanation: The definition of Occupant was removed as the definition is not used or needed in the Housing Code.

~~05-01-19 — Operator — shall mean any person, whether the owner or not, who manages or controls any dwelling, or part thereof, in which dwelling units or rooming units are let.~~

Explanation: The definition of Operator was removed as the definition is not used or needed in the Housing Code.

~~05-01-21 — Person — shall mean a natural person for purposes of the occupancy standards hereof, and for other purposes shall mean a legal entity.~~

Explanation: The definition of Person was removed as the definition is not used or needed in the Housing Code.

~~05-01-22 — Rooming Unit — shall mean any room or group of rooms forming a single habitable unit used, or intended to be used for living and sleeping, but not part of which is exclusively or occasionally appropriated to cookery.~~

Explanation: The definition of Rooming Unit was removed as the definition is not used or needed in the Housing Code.

~~05-01-23 — Rooming House — shall mean any dwelling or that part of any dwelling containing one or more rooming units in which space is let to three or more persons who are permanent guests.~~

Explanation: The definition of Rooming House was removed as the definition is not used or needed in the Housing Code.

~~05-01-24 — Rubbish — shall mean combustible and noncombustible waste materials, household and yard debris and ashes.~~



Approve Revised Chapter 5 – Housing Code; and Repeal Chapter 6 – Housing Authority

Explanation: The definition of Rubbish was removed as the definition is not used or needed in the Housing Code.

~~05-01-25 — Supplied shall mean paid for, furnished, provided by, or under the control of the owner or operator.~~

Explanation: The definition of Supplied was removed as the definition is not used or needed in the Housing Code.

~~05-01-26 — Temporary Housing shall mean any tent, trailer coach, or other structure, used for human shelter, which is designed to be transportable, and which is not attached to the ground, to another structure, or to any utilities systems.~~

Explanation: The definition of Temporary Housing was removed as the definition is not used or needed in the Housing Code.

~~05-02-01 — Inspections~~

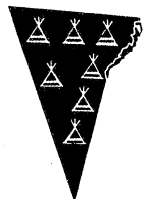
~~For the purpose of determining compliance with the provisions of this article, the Reservation Sanitarian or his authorized representative is hereby authorized and directed to make inspections to determine the condition, use, and occupancy of dwellings, dwelling units, rooming units, and the premises upon which the same are located. For the purpose of making such inspections, the Reservation Sanitarian of [sic] his authorized representative is hereby authorized to request entry to examine, inspect and survey all dwellings, dwelling units, rooming units, and premises upon which the same are located, at all reasonable times.~~

Explanation: Provisions including Reservation Sanitarian are removed as there exists no Reservation Sanitarian.

~~05-02-02 — In the event that the owner, occupant, or operator in charge of a dwelling, dwelling units, rooming unit, and premises upon which the same are located, subject to the provisions of this ordinance and the rules and regulations adopted and promulgated in connection herewith, refuses or restricts entry and free access to every part of the structure or premises wherein, refuses or restricts entry and free access to every part of the structure or premises wherein inspection is sought, the Reservation Sanitarian or his authorized representative shall seek from the Sisseton-Wahpeton Sioux Tribal Court, a warrant for inspection and order that such owner, occupant, or operator be required to permit an inspection at a reasonable time without interference, restriction, or obstruction. The Sisseton-Wahpeton Sioux Tribal Court shall have jurisdiction and authority to enforce all orders issued under the provisions of this ordinance.~~

Explanation: Provisions including Reservation Sanitarian are removed as there exists no Reservation Sanitarian.

~~05-02-03 — It shall be unlawful for any person to violate the provisions of any warrant for inspection and order issued under the provisions of this ordinance.~~



Explanation: Provisions including Reservation Sanitarian are removed as there exists no Reservation Sanitarian.

~~05-02-04 — It shall be unlawful for any person, owner, operator, or occupant to refuse to allow or permit the Reservation Sanitarian or his authorized representative free access to any building, dwelling, dwelling unit, rooming unit, and premises upon which the same are located when the Reservation Sanitarian or his authorized representative is acting in compliance with a warrant for inspection and order issued by the Sisseton-Wahpeton Sioux Tribal Court; and where the Reservation Sanitarian or his authorized representative is conducting an inspection, examination or survey in accordance with the provisions of this ordinance, or any rules or regulations adopted and promulgated in accordance with the provisions of this article.~~

Explanation: Provisions including Reservation Sanitarian are removed as there exists no Reservation Sanitarian.

~~05-03-01 — **ENFORCEMENT OF HOUSING CODE**~~

Explanation: this section refers to Reservation Sanitarian that does not exist, therefore is removed.

~~05-03-02 — Notice of Violations~~

~~Except in those instances to which Section 05-04-01 hereof is applicable, whenever the Reservation Sanitarian or his authorized representative determines that there has been a violation of any provision of this article or any rule or regulations adopted pursuant thereto, he shall give notice of such alleged violation to the person or persons designated in 4 below. Such notice shall:~~

- ~~1. — Be in writing;~~
- ~~2. — Particularize the violations alleged to exist or to have been committed;~~
- ~~3. — Provide a reasonable time, but not less than thirty (30) days in any event, for the correction of the violations particularized; and~~
- ~~4. — Be addressed to and served upon the owner of the property, the operator of the dwelling unit, and the occupant of the dwelling unit or rooming unit concerned, if the occupant is or may re [sic] responsible for the violation.~~

~~Service shall be as provided for personal service by the rules of civil procedure for courts in the Lake Traverse Reservation or by registered or certified mail, return receipt requested, delivered to addressee only. If service is made by registered or certified mail, the Reservation Sanitarian or his authorized representative shall include, in the record, a statement giving details regarding the mailing. If one or more persons to whom notice is addressed cannot be found or served after diligent effort to do so, service may be made upon such person or persons by posting a notice in the conspicuous place in or about the dwelling affected by the notice, in which event the Reservation Sanitarian or his authorized representative shall include, in the record, a statement as to why such posting was necessary.~~



Explanation: Provisions including Reservation Sanitarian are removed as there exists no Reservation Sanitarian.

~~05-03-03 — Appeal to the Board of Health and Hospitals~~

~~Any person affected by a notice issued hereunder, who is aggrieved thereby, and who believes the same to be factually or legally contrary to the ordinances of the Lake Traverse Reservation or the policies and regulations of the Department of Health and Hospitals, within the time provided in Section 05-06-01, and in the manner provided by Charter and By laws and rules of procedures of said Board may appeal.~~

Explanation: This section was removed as there exists no Board of Health and Hospitals nor an appeal as there is no Reservation Sanitarian in existence.

~~05-03-04 — Variance of Appeal~~

~~The Board of Health and Hospitals may authorized, upon appeal in specific cases, such variance from the terms of the Housing Code or the rules and regulations adopted pursuant thereto, subject to terms and conditions fixed by the Board, as will not adversely affect the public health where, owing to exceptional and extraordinary circumstances, literal enforcement of applicable provisions will result in unnecessary hardship. The burden is upon the applicant to show, by clear and convincing evidence that:~~

- ~~1. — The variance shall not substantially or permanently injure the appropriate use of the other portions of the dwelling involved, or other property;~~
- ~~2. — The variance shall be in harmony with the spirit and purpose of the Housing Code;~~
- ~~3. — The variance shall protect, preserve, and promote the physical and mental health of the people of the Lake Traverse Reservation in the same manner and to the same effect as would literal enforcement of the provisions applicable to each particular case.~~

Explanation: This section was removed as there exists no Board of Health and Hospitals nor an appeal as there is no Reservation Sanitarian in existence.

~~05-03-05 — Hearing Commissioner~~

~~The Board of Health and Hospitals may delegate to the Hearing Commissioner the hearing of all matters, appeals, and cases which the Board can hear under the provisions of this ordinance. Said Hearing Commissioner shall hear all testimony and prepare a written statement of his findings and recommendations to the Board of Health and Hospitals. The Board shall review all matters contained in the record and considered by the Hearing Commissioner, as set forth in his written findings and thereupon make a final decision and determination. The Board may or may not follow the written findings and recommendations of the Hearing Commissioner. The Department of Health and Hospitals shall, within the limits of the appropriations therefore, employ a Hearing Commissioner, recorder, and such other employees as shall be necessary to carry out the terms and functions of this ordinance. The Hearing Commissioner shall be appointed by the Reservation Sanitarian, with the approval of the Board of Health and Hospitals, and shall serve at their pleasure.~~



Explanation: This section was removed as there exists no Board of Health and Hospitals, Hearing Commission or Reservation Sanitarian.

~~05-03-06 — Time to Appeal~~

~~Every appeal must be perfected within sixty (60) days from the date of the decision appealed from or from the time of service of any notice of alleged violation, as the case may be. The Chairman of the Board may extend the time within which an appeal may be taken where good and sufficient grounds for extension of time are shown. Any person aggrieved by any decision of the Reservation Sanitarian or his authorized representative who wishes an extension of time may request it from the Reservation Sanitarian and upon a showing of good and sufficient grounds the Reservation Sanitarian may extend the time to appeal to the Board.~~

Explanation: This section was removed as this process, Reservation Sanitarian and Board of Health and Hospitals does not exist.

~~05-03-07 — Effect of Failure to Appeal~~

~~If no appeal is taken, the notice shall become a final order when the time for appeal to the Board of Health and Hospitals has elapsed.~~

Explanation: This section was removed as this process does not exist.

~~05-03-08 — Judicial Review~~

~~Any person aggrieved by a final decision of the Board of Health and Hospitals may seek relief therefrom in a Court of competent jurisdiction within sixty (60) days thereof.~~

Explanation: This section was removed as this process does not exist.

~~05-04-01 — ADOPTION OF RULES AND REGULATIONS~~

~~The Board of Health and Hospitals is hereby authorized to adopt and the Reservation Sanitarian shall promulgate, rules and regulations deemed necessary for the proper and effective enforcement of the provisions of this article. Such rules and regulations shall be consistent with provisions of the article and the standards established herein~~

Explanation: This section was removed as the Board of Health and Hospital and Reservation Sanitarian does not exist.

~~05-05-01 — MINIMUM STANDARDS FOR BASIC AND EQUIPMENT AND FACILITIES~~

~~No person shall occupy or let to another for occupancy, any dwelling unit which does not comply with the following requirements:~~

- ~~1. — Every dwelling unit shall contain a kitchen sink in good working condition and properly connected to an approved water and sewer system.~~
- ~~2. — Every dwelling unit shall contain a room which affords privacy to a person within said room and which is equipped with a flush water closet in good working condition and properly connected to an approved water and sewer system.~~
- ~~3. — Every dwelling unit shall contain within its walls a lavatory basin in good working condition and properly connected to an approved water and sewer system~~



- and located in the same room as the required flush water closet or as near to that room as practicable.
4. ~~Every dwelling unit shall contain, within a room which affords privacy to a person within said room, a bathtub or shower in good working condition and properly connected to an approved water and sewer system.~~
 5. ~~Every kitchen sink, lavatory basin, and bathtub or shower required under the provisions of Section 05-05-01, subsections 1, 3, and 4, shall be connected to both hot and cold water lines in an approved manner.~~
 6. ~~Every dwelling unit shall be supplied with rubbish storage facilities whose type and location are approved.~~
 7. ~~Every dwelling unit shall have adequate garbage disposal facilities or garbage storage container whose type and location are approved.~~
 8. ~~Every dwelling unit shall have supplied water heating facilities which are installed in an approved manner, are maintained and operated in good and safe working condition, are properly connected with the hot water condition, are properly connected with the hot water lines as required under the provisions of Section 05-05-01, subsection 3, and are capable of heating [sic] water to such temperature as to permit an adequate amount of water to be drawn at every kitchen sink, lavatory basin, bathtub, or shower at a temperature of not less than 120 degrees Fahrenheit. Such supplied water heating facilities shall be capable of meeting the requirements of this Section when the unit heating facilities required under the provisions of Section 05-06-01, subsection 4, are not in operation.~~
 9. ~~Every dwelling unit shall have approved, safe, unobstructed means of egress leading to safe and open space at ground level.~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.

~~05-06-01 MINIMUM STANDARDS OF LIGHT, VENTILATION AND HEATING~~

1. ~~Every habitable room is a dwelling or dwelling unit, shall have at least one window or sky lighting facility facing directly to the outside, and shall have a minimum of five foot candles of daylight illumination, measurable at the epicenter of the room, 30 inches above floor level, with a standard light meter facing the light source at noon, with the sky of normal brightness. The Reservation Sanitarian may approve an indirect means of supply five foot candles of natural daylight illumination to habitable rooms without direct openings to the exterior, provided that ventilation as required by Section 05-06-01, subsection 2, is supplied.~~
2. ~~At least one window or sky light required by required by Section 05-06-01, subsection 1., shall be easily openable unless there is some other comparable method of ventilating the room.~~
3. ~~Every bathroom and water closet compartment shall have at least one window or sky light facing directly to the outside in order to provide adequate ventilation. The Reservation Sanitarian may approve some other acceptable method of ventilation.~~



4. ~~Every dwelling and dwelling unit shall have heating facilities which are installed in an approved manner and are maintained in safe and good working condition, and are capable of safely and adequately heating all habitable rooms, bathrooms, and water closet compartments located therein to a temperature of at least 70 degrees Fahrenheit at a distance of three (3) feet above floor level, when the temperature outside is minus 5 degree Fahrenheit. Such heating equipment shall be operated as reasonably necessary to maintain a temperature in all habitable rooms of 70 degrees Fahrenheit.~~
5. ~~Every public hall or stairway in or leading into every multiple dwelling shall have a minimum of 1 foot candle of illumination measurable with a standard light meter at floor level in halls and tread levels on stairways, at all time when the structure is occupied.~~
6. ~~Every dwelling shall be supplied with electricity and shall meet the following requirements:~~
 - a. ~~Every habitable room shall contain one electrical convenience outlet for each 20 lineal feet, or major fraction thereof, measured horizontally around the room at the baseboard line, except that in each habitable room one supplied electrical light fixture shall be accepted in lieu of one of the required electrical convenience outlets, provided that each habitable room contains at least one electrical convenience outlet;~~
 - b. ~~Every water closet compartment, bathroom, laundry room, furnace room, and public hall shall contain at least one ceiling or wall type electric light and fixture; and~~
 - c. ~~Every outlet and fixture shall be installed in an approved manner and maintain in good and safe working condition.~~
7. ~~During the portion of each year when the Reservation Sanitarian finds it necessary to protect against, mosquitos, flies and other insects, which are of a kind and occur in such numbers as to cause a hazard to health, every direct opening from a dwelling to outdoor space shall be effectively protected to prevent entry to said insects.~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law. Additionally, there is no Reservation Sanitarian.

05-07-01 ~~GENERAL REQUIREMENTS RELATING TO THE SAFE AND SANITARY MAINTENANCE OF PARTS OF DWELLINGS AND DWELLING UNITS~~

1. ~~Every foundation, exterior wall and roof shall be substantially weather tight, and rodent proof, and shall be kept in sound condition and good repair. All exterior wood surfaces shall be adequately protected from water seepage, and against decay.~~
2. ~~Every floor, interior wall, and ceiling shall be kept in sound condition and good repair.~~
3. ~~Every window, exterior door, and basement hatchway shall be reasonably weather tight, water tight, and rodent proof and shall be kept in good sound working condition and good repair.~~



4. ~~Every inside and outside stairway shall be maintained in safe and sound condition and good repair.~~
5. ~~Every plumbing fixture and water and waste pipe shall be installed in an approved manner, and maintained in good, sanitary working condition, free from defects, leaks and obstructions.~~
6. ~~Every water closet compartment floor surface and bathroom floor surface shall be constructed and maintained so as to be reasonably impervious to water, and so as to permit such floor to be easily kept in a clean and sanitary condition.~~
7. ~~Every supplied facility, piece of equipment or utility shall be so constructed and installed that it will function safely and effectively and shall be maintained in satisfactory working condition.~~
8. ~~No owner, operator, or occupant shall cause any service, facility, equipment, or utility which is required under this article to be removed from, shut off, or discontinued in any occupied dwelling or dwelling unit, except for such temporary interruption as may be necessary while actual repairs or alterations are in process, or during temporary emergencies.~~
9. ~~All rain water shall be so drained and conveyed from every roof and away from every foundation so as not to cause dampness in dwellings or erosion of exterior wall surfaces.~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.

05-08-01 MINIMUM SPACE, USE, AND LOCATION REQUIREMENTS

~~No person shall occupy or let to another for occupancy and dwelling or dwelling unit which does not comply with the following requirements:~~

1. ~~Every dwelling unit shall contain at least 150 square feet of floor space the first occupant thereof, and at least 100 additional square feet of floor space for every additional occupant thereof; the floor space to be calculated on the basis of total habitable room area, provided that non habitable area shall be counted in determining the maximum permissible occupancy up to ten percent (10%) of the total habitable area; and~~
2. ~~At least one half (1/2) of the floor area of every habitable room shall have a ceiling height of at least seven (7) feet; and the floor area part of any room where the ceiling height is less than five (5) feet shall not be considered as part of the floor area in computing the total floor area of the room for determining the maximum permissible occupancy thereof.~~
3. ~~No basement or cellar space shall be let as a habitable room and no basement or cellar space shall be used as a dwelling unit or rooming unit unless:

 - a. ~~The floor and walls are impervious to leakage of underground and surface runoff water and are free from dampness;~~
 - b. ~~The total amount of light required in each room is equal to and at least the minimum amount of light as required in Section 05-06-01, subsection 1; and~~
 - c. ~~The facilities for ventilation in each room are equal to at least the minimum as required under Section 05-06-01, subsection 2.~~~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.



~~05-09-01 — RESPONSIBILITIES OF OWNERS AND OCCUPANTS~~

~~Every owner of a dwelling containing two or more dwelling units shall be responsible for maintaining in a clean and sanitary condition the shared or public areas of the dwelling and premises thereof.~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.

~~05-09-02 — Every occupant of a dwelling unit shall keep in a clean and sanitary condition that part of the dwelling, dwelling unit, and premises thereof which he occupies and controls.~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.

~~05-09-03 — Every occupant of a dwelling and dwelling unit shall dispose of all his rubbish in a clean and sanitary manner by placing it in the [sic] rubbish container required by Section 05-05-01, subsection 7.~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.

~~05-09-04 — Every occupant of a dwelling or dwelling unit shall dispose of all his garbage and other organic waste which might provide food for insects and rodents, in a clean and sanitary manner, by placing it in the garbage disposal facilities or garbage storage containers required by Section 05-05-01, subsection 8.~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.

~~05-09-05 — Every occupant of a dwelling unit shall keep all plumbing thereof in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in the proper use and operation thereof.~~

Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.

~~05-09-06 — Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any insects, rodents, or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the unit primarily infested. Notwithstanding the foregoing provisions of this Section, whenever infestation is caused by failure of the owner or operator to maintain a dwelling in a rat proof or reasonably insect proof condition, extermination shall be the responsibility of the owner or operator. Whenever infestation exists in two or more of the dwelling units in any dwelling containing two or more dwelling units, extermination thereof shall be the responsibility of the owner and operator.~~



Explanation: Provisions are deleted as such provision should, if necessary, be included in Chapter 7 Landlord Tenant Law.

~~05-10-01~~ — ~~SEVERABILITY~~

~~If any clause, sentence, paragraph, section, or part of this code shall, for any reason be adjudicated by any Court of competent jurisdiction, to be invalid or unconstitutional, such judgement shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, section, or part thereof directly involved in the controversy in which the judgement shall have been rendered.~~

Explanation: This section is deleted and rewritten to conform to recent format of Sisseton-Wahpeton Oyate Codes of Law and is now found at 05-01-08 of the proposed draft.

~~06-02-01~~ — ~~CREATION OF BOARD OF COMMISSIONERS~~

~~The Sisseton Wahpeton Sioux Tribe Housing Authority Board of Commissioners was established by Resolution 67-1 of the Tribal Council. The Resolution provides for the number, selection, removal, qualifications, and term of office of members of the Board.~~

Explanation: new code supersedes previous law.

~~06-03-01 — The duties of the Board of Commissioners are state in Resolution No. 68-2 of the Tribal Council. In addition to the to the duties stated in the aforementioned Resolution, the Board shall hold a hearing or otherwise seek to resolve all landlord-tenant disputes over repair bills in the amount less than three hundred dollars (\$300.00) and shall determine whether the Authority should proceed in Court against any tenant who owes the Authority more than three hundred dollars (\$300.00) for repairs to a dwelling.~~

Explanation: The Board does not deal this closely in landlord-tenant disputes (Chapter 7) nor conduct hearings; in addition, the cost associated with this section are based on costs in 1982.

~~06-03-02 — The Board shall have no jurisdiction to seek a resolution of any matter which may constitute a ground for eviction under Chapter 07-02-02. The Executive Director of the Housing Authority shall seek to resolve without Court action, all matters which may constitute grounds for eviction under the aforementioned Chapter and Section, subject to the provisions of this Section regarding repairs. If the Executive Director cannot satisfactorily resolve such a matter with a tenant, the Executive Director may commence an eviction proceeding before the Housing Division of the Tribal Court under Chapter 7.~~

~~At the trial, the Court shall require the Executive Director to present in evidence a written statement or sworn testimony documenting the efforts made by the Housing Authority to resolve the matter in litigation without Court action.~~

06-06-01 **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.~~

Explanation: This section was removed as the two chapters were combined and therefore this paragraph is unnecessary.

~~06-06-08 — Persons of Low Income means persons for families who cannot afford to pay enough to cause private enterprise in their locality to build an adequate supply of decent, safe, and sanitary dwellings for their use.~~

Explanation: This section was removed as different funding sources define “persons of low income” differently, deleting this section allows the Authority the flexibility depending on specific funding sources.

~~06-08-01 — POWERS~~

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

Explanation: This section was removed as the Authority is not establish as a corporation under Tribal law.

~~06-11-02 — The provisions of this Section 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, so long as:~~

- ~~1. — The project is used for low income housing purposes;~~
- ~~2. — Any contract between the Authority and Department of Housing and Urban Development for loans for annual contributions, or both, in connection with such project, remains in force and effect; or~~
- ~~3. — Any obligations issued in connection with such project or any monies due to the Department of Housing and Urban Development in connection with such project remain unpaid, whoever period ends the latest. If at any time, title to, or possession of, any project is held by any 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 insure to the benefit of and be enforced by such public or governmental agency.~~

Explanation: As the Housing Authority has continued to grow and expand services, this section is no longer necessary.

~~06-12-01 — 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.~~

Explanation: As a sovereign nation, the Sisseton-Wahpeton Oyate Codes of Laws do not need to be approved by the Interior.

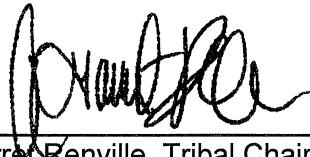
NOW THEREFORE, BE IT RESOLVED, all amended are included in this Resolution, which have been reviewed the Board of Commissioners for the Sisseton Wahpeton Housing Authority, Tribal Council, Judicial Committee and Legal Counsel,



FINALLY BE IT RESOLVED, That the Tribal Council of the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, hereby adopts the Revised Chapter 5 Housing Code and hereby Repeals Chapter 6 Housing Authority.

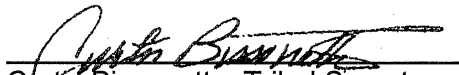
CERTIFICATION

We, the Undersigned duly elected Tribal Chairman and Tribal Secretary of the Sisseton-Wahpeton Oyate Tribal Council, do hereby certify that the above resolution was duly adopted by the Sisseton-Wahpeton Oyate Tribal Council, which is composed of 10 members (representing a total of 15 Tribal Council weighted votes and two Executive Committee votes for a total of 17 votes) of whom 10 constituting a quorum, were present at a Tribal Council meeting, duly noticed, called, convened and held at the TiWakan Tio Tipi, Agency Village, South Dakota, November 5, 2020, by a vote of 17 for, 0 opposed, 0 abstained, 0 absent from vote, 1 not voting, and that said Resolution has not been rescinded or amended in any way.



J. Garret Renville, Tribal Chairman
Sisseton-Wahpeton Oyate

ATTEST:



Curtis Bissonette, Tribal Secretary
Sisseton-Wahpeton Oyate

