

SOUTHERN UTE INDIAN TRIBE
TRIBAL ORDINANCE NO. 19
SOUTHERN UTE INDIAN HOUSING AUTHORITY
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SOUTHERN UTE INDIAN TRIBE
TRIBAL ORDINANCE NO. 19
SOUTHERN UTE INDIAN HOUSING AUTHORITY

Pursuant to the authority vested in the Southern Ute Indian Tribe, by its Constitution and particularly by Article VII, Section 1(a), (e), and (q) thereof, and its authority to provide for the health, safety, morale, and welfare of the Tribe, the Tribal Council of the Southern Ute Indian Tribe hereby establishes a public body known as the Southern Ute Indian Housing Authority (hereinafter referred to as the Authority) and enacts this Ordinance which shall establish the purposes, powers, and duties of the Authority.

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

Article 1. DECLARATION OF NEED

Section 1. It is hereby declared:

- (1) That there exist on the Southern Ute Indian Reservation unsanitary, unsafe, and overcrowded dwelling accommodations; that there is a shortage of decent, safe, and sanitary dwellings accommodations available at rents or prices which persons of low income can afford; and that such shortage forces such persons to occupy unsanitary, unsafe, and overcrowded dwelling accommodations;
- (2) That these conditions cause an increase in and spread of disease and crime and constitute a menace to health, safety, morals, and welfare; and that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention and other public services and facilities;
- (3) That the shortage of decent, safe, and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise;
- (4) That the providing of decent, safe, and sanitary dwelling accommodations for persons of low income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of Tribal concern;

- (5) That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertaking authorized by this 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 maintaining full employment; and
- (6) That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

Article 2. PURPOSES

Section 1. The Authority shall be organized and operated for the purposes of:

- (1) Remediating unsafe and unsanitary housing conditions that are injurious to public health, safety, and morale;
- (2) Alleviating the acute shortage of decent, safe, and sanitary dwellings for persons of low income; and
- (3) Providing employment opportunities on the Southern Ute Indian Reservation through the construction, reconstruction, improvement, extension, alteration or repair, and operation of low-rent dwellings.

Article 3. DEFINITIONS

Section 1. 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:

- (1) “Area of Operation” means all areas within the jurisdiction of the Tribe.
- (2) “Board” means the Board of Directors of the Authority, whether the Tribal Council acting as the Board or a Board appointed by the Council.
- (3) “Council” means the Southern Ute Indian Tribal Council.
- (4) “Federal government” includes the United States of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise, of the United States of America.
- (5) “Homebuyer” means a person(s) who has executed a lease-purchase agreement with the Authority, and who has not yet achieved homeownership.

- (6) “Housing project” or “project” means any work or undertakings 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, apartments, or other living accommodations for persons of low income. Such work or undertaking may include buildings, land, leaseholds, equipment, facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare of other purposes. The term “housing project” or “project” also may be applied to the planning of the buildings and improvements, the acquisition of property or any interest therein, the demolition of existing structures, the construction, reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.
- (7) “Obligations” means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the authority pursuant to this Ordinance.
- (8) “Obligee” includes any holder of an obligation, agent or trustee for any holder of an obligation, or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of such lessor’s interest or any part thereof, and the Federal government when it is a party to any contract with the Authority in respect to a housing project.
- (9) “Persons of low income” means persons or families who cannot afford to pay enough to cause private enterprise in their locality to build an adequate supply of decent safe, and sanitary dwellings for their use.

ARTICLE 4: MANAGEMENT OF AUTHORITY

Section 1. The affairs of the Authority shall be managed by a Board of Directors composed of 5 Tribal members.

- (1) The Board members shall be appointed, and may be reappointed, by the Council. Appointments or reappointments may be based on recommendation of the Board. A resolution of the Council reflecting appointment or reappointment shall be conclusive evidence of the due and proper appointment of the member.
- (2) A Board member may not be a member of the Tribal Council or an employee of the Authority; however, Tribal Council may select 2 Tribal Council members, one of whom will serve as a liaison between the Tribal Council and the Board

and the other to serve as an alternate liaison and attend meetings when the liaison is unavailable. The Board shall allow the Tribal Council liaison and alternate liaison to attend Board meetings and participate in Board discussion but neither shall be treated as members of the Board.

- (3) No person shall be barred from serving on the Board because he or she is a tenant or homebuyer in a housing project of the Authority; and such Board member shall be entitled to fully participate in all meetings concerning matters that affect all of the tenants or homebuyers, even though such matters affect him or her as well. However, no such Board member shall be entitled or permitted to participate in or be present at any meeting (except in his or her capacity as a tenant or homebuyer), or to be counted or treated as a member of the Board, concerning any matter involving his or her individual rights, obligations or status as a tenant or homebuyer.
- (4) The term of office shall be for 3 years and terms shall be staggered. When the Board is first established, however, 1 member's term shall be designated to expire in 1 year, another to expire in 2 years and the 3rd to expire in 3 years. Thereafter, all appointments shall be for 3 years, except that in the case of a prior vacancy, an appointment shall be only for the length of the unexpired term and, if additional members are added to the Board, the initial term of at least 1 of the new members shall be 2 years. Each member of the Board shall hold office until his successor has been appointed and has qualified.
- (5) The Council shall name 1 of the Board members as Chairman of the Board. The Board shall elect from among its members a Vice Chairman. In the absence of the Chairman, the Vice Chairman shall preside.
- (6) A member of the Board may be removed by the Tribal Council for serious inefficiency or neglect of duty or for misconduct in office, after the member has been given a written notice of the reason for termination. The Tribal Council may utilize the procedures of the Tribe's Ethics Code, should the Tribal Council so desire. Missing 3 consecutive scheduled Board meetings shall be considered neglect of duty. The member may request to be heard in person by the Tribal Council within 5 business days of receipt of notice of termination.
- (7) The Board members shall receive compensation for attending meetings at a rate and manner as provided in the Authority's bylaws, which can be amended from time to time. Board members may also receive reimbursement for reasonable travel expenses incurred in the discharge of their duties. Board members shall not otherwise receive compensation for their services.

- (8) A majority of the full Board (i.e. notwithstanding the existence of any vacancies) shall constitute a quorum for the transaction of business, but no Board action shall be taken by a vote of less than a majority of such full Board.
- (9) A representative of the Board shall keep complete and accurate records of all meetings and actions taken by the Board.

Section 2. The Board shall appoint an Executive Director to act as the administrator of the authority.

- (1) The Executive Director may be a member or non-member of the Tribe.
- (2) No person shall be barred from serving as Executive Director because he or she is a tenant or homebuyer in a housing project of the Authority. The Executive Director, however, shall not participate in any decision making (except in his or her capacity as a tenant or homebuyer), regarding the Executive Director's personal housing situation.
- (3) An Executive Director may be removed by the Tribal Council for failure to fulfill the duties of the Executive Director promptly and fully, for misconduct in office or for conduct outside of office which reflects adversely on the Authority upon written notice of the reasons for termination being provided to the Executive Director. The Executive Director may request to be heard by the Council on the termination issue within 5 business days of the termination.

Section 3. Meetings of the Board shall be held at regular intervals as provided in the Authority bylaws. Emergency meetings may be held upon 24 hours actual notice and business transacted, provided that not less than a majority of the full Board concurs in the proposed action.

Article 5. POWERS

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

Section 2. The Council hereby gives its consent for the Authority to sue in its corporate name, upon any contract, claim or obligation arising out of its activities under this Ordinance ("Claim"), and to be sued where the Authority has clearly and expressly waived any immunity from suit which it otherwise would possess, as set forth in this Ordinance. The Authority is hereby authorized to agree in a written contract to waive its immunity from suit. Such waiver shall be evidenced by a Board resolution approving the written contract, and such waiver may apply to any defense of sovereign immunity from suit that it, its directors, officers, employees, or agents may otherwise enjoy under applicable law, arising from any particular Claim against the Authority. The Tribe, however, shall not be liable for the debts or obligations of the Authority, does not waive the sovereign immunity of the Tribe, and nothing in this

Ordinance and no action of the Authority shall operate to or be construed to operate as a waiver by the Tribe of any immunity or other inherent authority possessed by the Tribe.

Section 3. The Authority shall have the following powers which it may exercise consistent with the purposes for which it is established:

- (1) To adopt and use a corporate seal.
- (2) To enter into agreements, contracts and understandings with any governmental agency, Federal, state, or local (including the Tribe) or with any person, partnership, corporation, or Indian tribe; and to agree to any conditions attached to Federal financial assistance.
- (3) To agree, notwithstanding anything to the contrary contained in this Ordinance or in any other provision of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or payment of not less than prevailing salaries or wages or compliance with labor standards, in the development or operation of projects; and the Authority may include in any contract in connection with a project stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum salaries or wages and maximum hours of labor, and comply with any conditions that the Federal government may have attached to its financial aid of the project.
- (4) 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.
- (5) To lease property from the Tribe and others for such periods as are authorized by law, and to hold and manage or to sublease the same.
- (6) To borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Article 6 of this Ordinance.

- (7) To pledge the assets and receipts of the Authority as security for debts; and to acquire, sell, lease, exchange, transfer, or assign personal property or interests therein.
- (8) To 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.
- (9) 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.
- (10) With respect to any dwellings, accommodations, land, buildings or facilities embraced within any project (including individual cooperative or condominium units); to lease, sell, or enter into lease-purchase agreements or leases with option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the selection of tenants or homebuyers, including the establishment of priorities, and concerning the occupancy, rental, care, and management of housing units; and to make such further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this Ordinance.
- (11) To finance purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Department of Housing and Urban Development.
- (12) To terminate any lease or rental agreement or lease-purchase agreement when the tenant or homebuyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or homebuyer.
- (13) To establish income limits for administration that insure that dwelling accommodations in a housing project shall be made available only to persons of low income.
- (14) To purchase insurance from any stock or mutual company for any property or against any risk or hazards.
- (15) To invest such funds as are not required for immediate disbursement.
- (16) To establish and maintain such bank accounts as may be necessary or convenient.

- (17) To employ an executive director, technical and maintenance personnel, and such other officers and employees, permanent or temporary, as the Authority may require; and to delegate to such officers and employees such powers or duties as the Board shall deem proper.
- (18) To take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Authority.
- (19) To join or cooperate with any other housing 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 therefore), 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, so joining or cooperating with the Authority, to act on the Authority's behalf with respect to any or all powers, as the Authority's agent or otherwise, in the name of the Authority or in the name of such agency or agencies.
- (20) To adopt such bylaws as the Board deems necessary and appropriate.

Section 4. It is the purpose and intent of this Ordinance to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation of the Federal government in the undertaking, construction, maintenance, or operation of any project by the Authority.

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

Article 6. OBLIGATIONS

Section 1. The Authority may issue obligations from time to time in its discretion for any of its purposes and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued by it. The Authority may issue such types of obligations as it may determine, including obligations on which the principal and interest are payable: (a) exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income and revenues together with a grant from the Federal government in aid of such project; (b) exclusively from the income and revenues of certain designated projects whether or not they were financed in whole or in part with the proceeds of such obligations; or

(c) from its revenues generally. Any of such obligations may be additionally secured by a pledge of any revenues of any project or other property of the Authority.

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

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

Section 4. Obligations of the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall be exempt from taxes imposed by the Tribe. The tax exemption provisions of this Ordinance shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this Ordinance and without necessity of being restated in the obligations, a contract between (a) the Authority and the Tribe, and (b) the holders of obligations and each of them, including all transferees of the obligations from time to time.

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

- (1) Obligations of the Authority shall be authorized by a resolution adopted by the vote of a majority of the full Board and may be issued in one or more series.
- (2) The obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment and as such places, and be subject to such terms of redemption, with or without premium, as such resolution may provide.
- (3) The obligations may be sold at public or private sale at not less than par.
- (4) In case any of the members of the Board of the Authority whose signatures appear on any obligations cease to be members of the Board before the delivery of such obligations, the signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if the members of the Board had remained in office until delivery.

Section 6. Obligations of the Authority shall be fully negotiable. In any suit, action, or proceeding involving the validity or enforceability of any obligation of the Authority or the security therefore, any such obligations reciting in substance that it has been issued by the Authority to aid in financing a project pursuant to this Ordinance shall be conclusively deemed to have been issued for such purpose, and the project for which such obligation was issued shall be conclusively deemed to have been planned,

located and carried out in accordance with the purposes and provisions of this Ordinance.

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

- (1) Pledge all or any part of its gross or net rents, fees, or revenues to which its right then exists or may thereafter come into existence.
- (2) Provide for the powers and duties of obligees and limit their liabilities; and provide the terms and conditions on which such obligees may enforce any covenant or rights securing or relating to the obligations.
- (3) Covenant against pledging all or any part of its rents, fees, and revenues or against mortgaging any or all of its real or personal property, to which its title or right then exists or may thereafter come into existence, or permitting or suffering any lien on such revenues or property.
- (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 the operation of a project or projects, the amount to be raised each year or other period of time by rents, fees, and other revenues, and as to the use and disposition to be made thereof.
- (11) Create or authorize the creation of special funds for monies held for construction or operating costs, debt service, reserves, and 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 holders 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 obligees or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations.
- (17) Exercise all or any part of 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 obligations more marketable, although the covenants, acts, or things are not enumerated in this section.

Article 7. MISCELLANEOUS

Section 1. The Authority shall submit an annual report, signed by the Executive Director, to the Board and the Council, if the Council is not acting as the Board, showing: (a) a summary of the year's activities, (b) the financial condition of the Authority, (c) the condition of the properties, (d) the number of units and vacancies, (e) any significant problems and accomplishments, (f) plans for the future, and (g) such other information as the Authority or the Council shall deem pertinent.

Section 2. During his tenure and for 1 year thereafter, neither the Executive Director nor any Committee member, 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 ("Interested Party"), shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, or in any contract or proposed

contract relating to any project, unless prior to such acquisition, he discloses his interest in writing to the Authority and such disclosure is entered upon the minutes of the Authority, and the Interested Party shall not participate in any action by the Authority relating to the property or contract in which he has any such interest. If any Interested Party involuntarily acquires any such interest, or voluntarily or involuntarily acquired any such interest prior to appointment or employment as an Interested Party, the Interested Party, in any such event, shall immediately disclose his interest in writing to the authority, and such disclosure shall be entered upon the minutes of the Authority, and the Interested Party 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.

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

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

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

Section 6. The property of the Authority is declared to be public property used for essential public and governmental purposes and such property and the Authority are exempt from all taxes and special assessments of the Tribe.

Section 7. All property including funds acquired or held by the Authority pursuant to this Ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any 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 obligees to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its rents, fees, or revenues or the right of the Federal government to pursue any remedies conferred upon it pursuant to the provisions of this Ordinance or the right of the Authority to bring eviction actions in accordance with Article 6, Section 3(12).

Article 8. COOPERATION IN CONNECTION WITH PROJECTS

Section 1. For the purpose of aiding and cooperating in the planning, undertaking, construction, or operation of projects, the Tribe hereby agrees that:

- (1) It will not levy or impose any real or personal property taxes or special assessments upon the Authority or any project of the Authority.
- (2) It will furnish or cause to be furnished to the Authority and the occupants of projects all services and facilities of the same character and to the same extent as the Tribe furnishes from time to time without cost or charge to other dwellings and inhabitants.
- (3) Insofar as it may lawfully do so, it will grant such deviations from any present or future building or housing codes of the Tribe as are reasonable and necessary to promote economy and efficiency in the development and operation of any project, and at the same time safeguard health and safety, and make such changes in any zoning of the site and surrounding territory of any project as are reasonable and necessary for the development and protection of such project, and the surrounding territory.
- (4) It will do any and all things, within its lawful powers, necessary or convenient to aid and cooperate in the planning, undertaking, construction, or operation of projects.
- (5) The Tribal Government hereby declares that the powers of the Tribal Government shall be vigorously utilized to enforce eviction of a tenant or homebuyer for nonpayment or other contract violations including action through the appropriate courts.
- (6) The Tribal Courts shall have jurisdiction to hear and determine an action for eviction of a tenant or homebuyer. The Tribal Government hereby declares that the powers of the Tribal Courts shall be vigorously utilized to enforce eviction of a tenant or homebuyer for non payment or other contract violation.

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

Article 9. APPROVAL BY SECRETARY OF THE INTERIOR

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

TRIBAL ORDINANCE NO. 19

History and Amendments¹

Ordinance No. 19 adopted by Tribal Resolution No. 2712 on October 29, 1963.

Amended by Tribal Resolution No. 6085 on December 14, 1976, approved by the Bureau of Indian Affairs and effective on January 21, 1977.

Article IV amended, added article V Tenant Issues Committee, added article IX Cooperation in Connection with Projects, and renumbered articles following article VI, by Tribal Resolution No. 1999-122 on July 29, 1999, approved by the Bureau of Indian Affairs and effective on September 3, 1999.

Section IV amended by Tribal Resolution No. 2001-78 on April 24, 2001.

Section IV amended, elimination of article V, and renumbered articles following article V, by Tribal Resolution No. 2001-220 on November 27, 2001.

Article IV and Article V amended by Tribal Resolution No. 2007-163 on July 12, 2007.

Resolution No. 2021-151 repealed and replaced Ordinance No. 19 with a reformatted Ordinance No. 19 – Southern Ute Indian Housing Authority for online publication. The 2021-151 reformatted version contained only minor technical corrections, no substantive revisions.

Article 5 deleted, Articles 6-10 renumbered as 5-9, and Sections 4-1-1 and 4-1-2 amended by Resolution No. 2023-003, January 3, 2023.

Resolution No. 2023-079 authorized on-line publication of the 2021-151 reformatted Ordinance No. 19 – Southern Ute Indian Housing Authority, with the 2023-003 amendments included, and provided an effective date of May 25, 2023.

¹ This page does not constitute an official part of any code. Information contained on this page is solely for informational and historical purposes and is from sources deemed reliable.