

CHAPTER 11-2 COLVILLE INDIAN HOUSING AUTHORITY

GENERAL

11-2-1 Purpose

This Chapter establishes a public body known as the Colville Indian Housing Authority (CIHA), and the purposes, powers, and duties of the CIHA. In any suit, action, or proceeding involving the validity or enforcement of or relating to any of its contracts, the CIHA shall be conclusively deemed and authorized to transact business and exercise its powers upon proof pursuant to this Chapter.

11-2-2 Declaration of Need

The Council identifies that:

(a) There exist on the Colville Reservation unsanitary, unsafe, and overcrowded dwelling accommodations and that there is a shortage of decent, safe, and sanitary dwelling accommodations available at rents or prices which persons of low income can afford. That these shortages force such persons to occupy unsanitary, unsafe, and overcrowded dwelling accommodations;

(b) 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 facility;

(c) The shortage of decent, safe and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise;

(d) 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;

(e) Residential construction activity and a supply of acceptable housing are important factors to general economic activity and that the undertaking authorized by this Chapter to aid the production of better housing and more desirable neighborhoods and community development at lower costs will make possible a more stable and larger volume of residential construction and housing supply which will assist materially in achieving full employment; and

(f) The necessity in the public interest for the provisions in this Chapter are a matter of legislative determination.

11-2-3 Legislative Intent

The Colville Indian Housing Authority is organized and operated for the purposes of:

(a) Remedying unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals;

(b) Alleviating the acute shortage of decent, safe and sanitary dwellings for persons of low income; and

(c) Providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation for low income dwellings.

11-2-4 Definitions

(a) "Area of Operation" means all areas within the jurisdiction of the tribe.

(b) "Board" means the Board of Commissioners of the Authority.

(c) "CIHA" means Colville Indian Housing Authority.

(d) "Council" means The Colville Business Council.

(e) “Federal government” includes the United State of America, the Department of Housing and Urban Development, or any other agency or instrumentality, corporate or otherwise, of the United States of America.

(f) “Homebuyer” means a person(s) who has executed a lease-purchase agreement with the CIHA, and who has not yet achieved homeownership.

(g) “Housing project” or “project” means any work or undertaking to provide or assist in providing by any suitable method, including but not limited to: rental; sale of individual units in single or multifamily structures under conventional condominium, or cooperative sales contracts or lease-purchase agreements; loans; or subsidizing of rentals on 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 or necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare, or other purposes.

The term “housing project” or “project” also may be applied to the planning of the buildings and improvements, and 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.

(g) “Obligations” means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by CIHA pursuant to this ordinance.

(h) “Obligee” includes any holder of an obligation, agent or trustee for any holder of an obligation, or lessor demising to CIHA 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.

(i) “Persons of low income” means persons of 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.

(j) “Tribal Court” means the Tribal Court of Confederated Tribes of the Colville Reservation as described in Article VIII of the Constitution of the Confederated Tribes of the Colville Reservation.

(k) “Tribes” “Colville Tribes” “Colville Confederated Tribes” and/or “Confederated Colville Tribes” means the Confederated Tribes of the Colville Reservation.

11-2-5 Through 11-2-9 RESERVED

BOARD OF COMMISSIONERS

11-2-10 Board of Commissioners - Appointment

The affairs of the CIHA shall be managed by a Board of Commissioners composed of five persons.

(a) The Board members shall be appointed and may be reappointed, by the Council. The Council shall appoint the five (5) Board members as follows: one (1) Board member shall be a resident of each of the four (4) Tribal Voting Districts (Nespelem, Omak, Inchelium, and Keller) as defined in §8-3-3(q) , and a fifth Board member shall be appointed as an “at-large” member.

(b) A resolution of the Council as to the appointment or reappointment of any Board member shall be conclusive evidence of the due and proper appointment of the Board member.

(c) A Board member may be a member or non-member of the Tribe.

(d) No person shall be barred from serving on the Board because he is a tenant or homebuyer in a housing project of the Authority; and such 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 as well. However, no such Board member shall be entitled or permitted to participate in or be present at any meeting (except in his capacity as a tenant or homebuyer), or to be counted or treated as a member of the Board, concerning any matter involving his individual rights, obligations or status as a tenant or homebuyer.

11-2-11 Board of Commissioners - Terms of Office—Duties of Office

(a) The term of office shall be four (4) years and staggered. When the Board is first established, one member's term shall be designated to expire in one (1) year, another to expire in two years, a third to expire in three years, and the last two in four years, except that in the case of a prior vacancy, an appointment shall be only for the length of the unexpired term. Each member of the Board shall hold office until his successor has been appointed and has qualified.

(b) The Board of Commissioners shall elect from among its members a Chairman, Vice-Chairman, Secretary and Treasurer; and any member may hold two of these positions. In the absence of the Chairman, the Vice-chairman shall preside; and in the absence of both the Chairman and Vice-Chairman the Secretary shall preside.

(c) A member of the Board may be removed by the Board for serious inefficiency or neglect of duty or for misconduct in office, but only after a hearing before the Board 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 hearing, the member shall have the opportunity to be heard in person or by counsel and to present witnesses in his behalf. A removed Board member shall have the right of appeal to the Business Council. In the event of removal of any Board member, a record of the proceedings, together with the charges and findings thereon, shall be filed with the appointing power and a copy thereof sent to the appropriate office of the Department of Housing and Urban Development.

(d) Board members shall be entitled to reimbursement for expenses, including travel expenses, incurred in the discharge of their duties. Board members may also be paid a reasonable stipend for attending meetings of or on behalf of the Housing Authority. The amount and basis of such stipends shall be set by the Board, but such stipends must be reasonable for proper and efficient performance and administration of the Housing Authority. Stipends are not intended to be wages, but a reimbursement for the reasonable but difficult to calculate costs incurred by the Board members from having to attend such meetings. The Board shall adopt a policy to govern payment of such stipends, which policy must be consistent with Tribal Law as well as the conditions of any grant funding received by the Housing Authority.

(Amended 05/19/16, Resolution 2016-261, Certified 5/19/16)

(e) A majority of the full board, such as 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.

(f) The Secretary shall keep complete and accurate records of all meetings and actions taken by the Board.

(g) 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 11-2-18(a).

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

11-2-12 Through 11-2-14

RESERVED POWERS—

DUTIES—OBLIGATIONS

11-2-15 CIHA Corporate Succession

The CIHA shall have perpetual succession in its corporate name.

11-2-16 CIHA's Power to Bring Suit and to Consent to Suit

(a) The Council hereby gives its consent, irrevocable except by a duly enacted Business Council Resolution, to allow the CIHA in its corporate name to bring suit in Tribal Court upon any contract, claim, or obligation arising out of its activities under this Chapter. The Council also hereby gives its limited consent to allow CIHA in its corporate name to bring suit against the Federal government and its divisions or officers in federal district court only when CIHA, as part of such action, is seeking a Temporary Restraining Order or the period of time available by law to bring such an action is less than thirty (30) days from the date of the decision or action of the Federal government that CIHA seeks to challenge in federal district court.

(b) The Council hereby gives its consent, irrevocable except by a duly enacted Business Council resolution, to allow the CIHA in its corporate name to be sued in the Tribal Court upon any contract, claim or obligation arising out of its activities under this Chapter if, and only if, the CIHA has agreed, by express written contract, to a limited waiver of the immunity from suit it possesses as an agency of the Colville Confederated Tribes, subject to the following terms and conditions:

(1) The Colville Confederated Tribes together with all its agencies and branches, excepting the CIHA, shall not be liable for the contracted debts or obligations of the CIHA.

(2) Nothing in this section is intended to be nor shall the same be construed to be a waiver of the sovereign immunity, limited or otherwise, of the CIHA as an agency of the Colville Confederated Tribes.

(3) Any limited waiver by the CIHA of the sovereign immunity which the CIHA possesses as an agency of the Colville Confederated Tribes must: (i) be limited to enforcement of the written contract or other written contract with respect to which the limited waiver was executed, (ii) be explicit and be set forth in a written contract to which the CIHA is a party; (iii) be approved in a written resolution duly enacted by the Board; and (iv) must comply with all federal and tribal requirements for the waiver of sovereign immunity, limited or otherwise.

(4) The exercise of this power shall include the power to consent to mediation and/or arbitration and to the judicial enforcement of any arbitration award.

(5) The exercise of this power shall not be considered a consent to the execution or levy of any judgment, lien, garnishment or attachment upon any rights or property of the CIHA other than those specifically pledged or mortgaged as security for an underlying obligation.

(6) The CIHA may not: (i) expressly, impliedly, or otherwise through its status or activities, subject the Colville Confederated Tribes to debts, liabilities or other obligations arising from

contract, tort, statute, regulation, licensing, taxation, or any other matter; (ii) pledge the credit of the Colville Confederated Tribes; (iii) dispose of, mortgage, or otherwise encumber real or personal property of the Colville Confederated Tribes except that CIHA may grant a leasehold mortgage or other security interest in the CIHA's leasehold interest in any lease of real or personal property of the Colville Confederated Tribes to the CIHA, and to the extent permitted by the terms of any lease to the CIHA of real property of the Tribes, sublease the same for purposes consistent with this Chapter; (iv) waive any right of the Colville Confederated Tribes or release any obligation owed to the Colville Confederated Tribes; (v) waive any other rights, privileges or immunities of the Colville Confederated Tribes; or (vi) exercise any authority other than that authorized by this Chapter or by resolution of the Business Council.

(c) The Council hereby reserves to itself the authority to give its further consent, which it may exercise by resolution of the Council on a case-by-case basis, to allow CIHA to sue or to agree be sued in its corporate name in a court other than the Tribal Court, provided that CIHA's agreement to such suit, if authorized by the Council, is subject to the same terms, conditions, and limitations as set out in this Section 11-2-16(b)(1)-(6).

(d) Prior to two (2) business days prior to CIHA appearing in any litigation in accordance with this Section 11-2-16, CIHA shall provide written notice of such litigation appearance to the Colville Tribes Office of Reservation Attorney. CIHA shall forward any and all copies of all materials filed in any litigation in which CIHA appears to the Colville Tribes Office of Reservation Attorney.

11-2-17 Powers & duties of CIHA

(a) The CIHA shall have the following duties & powers, subject to Section 11-2-16 of this Chapter, 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 Council) 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 Chapter 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 compliance with labor standards, in the development or operation of projects; and the CIHA 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.

(4) To obligate itself, in any contract with the Federal government for annual contributions to the CIHA, 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 CIHA 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 require 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 re-convey to the CIHA the project as then constituted.

(5) To lease property from the Tribes 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 section 11-2-18 of this Chapter.

(7) To pledge the assets and receipts of the CIHA 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 or rent, sell, enter into lease-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 or 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 Chapter.

(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 admission 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 CIHA 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 CIHA.

(19) 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 CIHA and such other public housing agency or agencies for the purposes of financing (including but not limited to the issuance of notes or other obligations and giving security therefore), planning, undertaking, owning, constructing, operating, or contracting with respect to a housing project or projects of the CIHA or such other public housing project or projects of the CIHA or such other public housing agency or agencies. For such purpose, the CIHA may by resolution prescribe and authorize any other public housing agency or agencies, so joining or cooperating with the CIHA, to act on the CIHA's behalf with respect to any or all powers, as

the Authority's agent or otherwise, in the name of the CIHA or in the name of such agency or agencies.

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

(b) It is the purpose and intent of this Chapter to authorize the CIHA 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 CIHA.

(c) No Chapter of the Tribes Law and Order Code with respect to the acquisition, or operation, or disposition of Tribal property shall be applicable to the CIHA in its operations pursuant to this Chapter.

11-2-18 Obligations of CIHA

(a) The CIHA 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 CIHA may issue such types of obligations as it may determine, including obligations on which the principal and interest are payable: (i) 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; (ii) 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 (iii) 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 CIHA.

(b) Neither the Board of the CIHA nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.

(c) The notes and other obligations of the CIHA shall not be a debt of the Tribes and the obligations shall so state on their face.

(d) Obligations of the CIHA are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income there from, shall be exempt from taxes imposed by the Tribes. The tax exemption provisions of this Chapter shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this Chapter and without necessity of being restated in the obligations, a contract between: (i) the CIHA and the Tribes; and (ii) the holders of obligations and each of them, including all transferees of the obligations from time to time.

(e) Obligations shall be issued and sold in the following manner:

(1) Obligations of the CIHA 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 at such places, and be subject to such terms of redemption, with or without premium, as such resolution may provide.

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

(4) In case of any of the Board members of the CIHA whose signatures appear on any obligations cease to be Board members before the delivery of such obligations, the signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if the Board members had remained in office until delivery.

(5) Obligations of the CIHA shall be fully negotiable. In any suit, action or proceeding involving the validity or enforceability of any obligation of the CIHA or the security therefore, any such obligation reciting in substance that it has been issued by the CIHA to aid in financing a project pursuant to this Chapter 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 Chapter.

(b) In connection with the issuance of obligations or incurring of obligations under leases and to secure the payment of such obligations, the CIHA, subject to the limitations in this Chapter, 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 obliges and limit their liabilities; and provide the terms and conditions on which such obliges 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. 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.

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

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

(iii) Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof.

(iv) 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.

(v) 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.

(vi) 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.

(Typographical error corrected “vi” 3-1-11)

(vii) 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.

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

(ix) Covenant and prescribes 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 consequence may be waived.

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

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

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

(xiii) 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 CIHA, tending to make the obligations more marketable although the covenants, acts or things are not enumerated in this section.

(Typographical error corrected "xiii" 3-1-11)

11-2-19 Miscellaneous

(a) The CIHA shall submit an annual report, signed by the Chairman of the Board, to the Council showing: (i) a summary of the year's activities; (ii) the financial condition of the CIHA; (iii) the condition of the properties; (iv) the number of units and vacancies; (v) any significant problems and accomplishments; (vi) plans for the future; and (vii) such other information as the CIHA or the Council shall deem pertinent.

(b) During his/her tenure and for one year thereafter, no commissioned officer or employee of the CIHA, or any member of any governing body of the CIHA or any other public official who exercises any responsibilities or functions with regard to a CIHA project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he discloses his interest in writing to the CIHA and such disclosure is entered upon the minutes of the CIHA, and the Board member, officer or employee shall not participate in any action by the CIHA relating to the property or contract in which he has any such interest. If any Board member, officer or employee of the CIHA involuntarily acquires any such interest, or voluntarily or involuntarily acquired any such interest prior to appointment or employment as a Board member, officer or employee, the Board member, officer or employee, in any such event, shall immediately disclose his interest in writing to the CIHA, and such disclosure shall be entered upon the minutes of the CIHA, and the Board member, officer, or employee shall not participate in any action by the CIHA relating to the property or contract in which he has any such interest. Any violating 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 CIHA 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 11-2-10(c).

(c) 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 legislations, and with all regulations and requirements prescribed from time to time by the Federal government in connection with such assistance.

(d) The CIHA 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 CIHA shall not construct or operate any project for profit.

(1) the property of the CIHA is declared to be public property used for essential public and governmental purposes and such property and the CIHA are exempt from all taxes and special assessment of the Council.

(2) All property including funds acquired or held by the CIHA 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 CIHA be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of obliges to pursue any remedies for the enforcement of any pledge or lien given by the CIHA 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 CIHA to bring eviction actions in accordance with section

11-2-20 Cooperation In Connection with Projects

(a) For the purpose of aiding and cooperating in the planning, undertaking, construction or operating of projects, the Tribes hereby agree that:

(1) It will not levy or impose any real or personal property taxes or special assessments upon the CIHA or any project of the CIHA.

(2) It will furnish or cause to be furnished to the CIHA and the occupants of projects all services and facilities of the same character and to the same extent as the Tribes furnish from time to time without costs 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 Chapter 6-3 Colville Tribal Building Code of the Tribes as are reasonable and necessary to promote economy and efficiency in the development and operating of any project, and at the same time safeguard health and safety, and make such changes in any zoning pursuant to Chapter 6-4 Land Use and Development 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 operating 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 nonpayment or other contract violations.

(b) The provisions of this Chapter shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed, or modified without the consent of the Department of Housing and Urban Development, so long as: (i) the project is owned by a public body or governmental agency and is used for low income housing purposes; (ii) any contract between the CIHA 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 (iii) 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 bylaw 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.

LEGISLATIVE HISTORY

The following resolutions were repealed pursuant to the enactment of the 1997 edition of the Colville Tribal Law and Order Code, pursuant to Resolution 1997- . These resolutions have been reviewed for the purpose of developing and enacting what is now known as Chapter 11-2 , Colville Indian Housing Authority.

Colville Tribal Housing Authority Ordinance 1977-59

Resolution 1982-357, approved June 28, 1982

Resolution 1987-395, approved July 2, 1987

Resolution 1997-495, designate as TDHE, approved August 28, 1997

Resolution 2007-284, approved May 3, 2007