

KETCHIKAN INDIAN CORPORATION

ORDINANCE 10: HOUSING

KIC HOUSING AUTHORITY

PASSED BY THE TRIBAL COUNCIL ON APRIL 13, 1998

Pursuant to the authority vested in the Ketchikan Indian Corporation, (hereinafter referred to as the *Tribe*), by virtue of its inherent powers of self-government, and its authority to provide for the health, safety, morals and welfare of the tribal members, the Tribal Council, the representative governing body, hereby establishes a public body known as the KJC 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 verified by the Tribal Council President and Tribal Council Secretary shall be admissible in evidence in any suit, action or proceeding.

ARTICLE 1: DECLARATION OF NEED

It is hereby declared:

- 01.01 That there exists in the Ketchikan area, tribal member housing that is insanitary, unsafe, and overcrowded dwelling accommodations; that there is a shortage of decent, safe and sanitary dwelling accommodation available at rents or prices which persons of low income can afford; and that such shortage forces such persons to occupy insanitary, unsafe and overcrowded dwelling accommodations;
- 01.02 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;
- 01.03 That the shortage of decent, safe, and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprises;
- 01.04 That the provision of decent, safe and sanitary dwelling accommodations for persons of low income are public uses and purposes, for which money may be spent, private property acquired, and are governmental functions of Tribal concern;
- 01.05 That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertakings authorized by this Ordinance to aid the production of better housing and more desirable neighborhood and community development at affordable 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
- 01.06 that the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination, the Native American Housing and Self Determination Act (NAHASDA) of 1996.

ARTICLE II PURPOSES

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

- 02.01 Remediating unsafe and insanitary housing conditions that are injurious to the public and tribal members' health, safety and morals;
- 02.02 Alleviating the acute shortage of decent, safe and sanitary dwellings;
- 02.03 Providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of dwellings, and the training of tribal members for appropriate jobs, and;
- 02.04 Providing housing assistance to full time college student tribal members that are approved for Higher Education Assistance.

ARTICLE III: DEFINITIONS

The following terms, wherever used or referred to in this Ordinance, shall have the following respective meanings, unless a different meaning clearly appears from the context:

- 03.01 *Area of Operation* means all areas the Tribe purchases or acquires for housing purposes.
- 03.02 *Representative Governing Body* means the Tribal Council and/or Housing Council.
- 03.03 *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.
- 03.04 *Home Buyer* means a person(s) who has executed a lease-purchase agreement with the Authority, and who has not yet achieved home ownership.
- 03.05 *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 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. Such work or undertaking may include buildings, land, leaseholds, equipment, facilities and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational welfare, or other purposes. The term "housing project" 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.
- 03.06 *Tribal Council* means the governing body of the Tribe that is representative of the Tribal membership. There are eight Tribal Representatives and they are the only people who can represent the wishes of, or speak for the Tribe

in any official capacity, unless otherwise delegated.

- 03.07 *Obligations* means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this Ordinance.
- 03.08 *Obligee* includes an holder of an obligation, agent or trustee for 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 any housing project.
- 03.09 *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 IV: HOUSING COUNCIL

- 04.01 The affairs of the Authority shall be managed by a Housing Council composed of the eight persons on the Ketchikan Indian Corporation Tribal Council.
- 04.01.01 The Housing Council members shall be appointed, and may be reappointed, by the Tribal Council after confirmation by Tribal member election or re-election to the Tribal Council. Tribal Council resolution and approved minutes shall be conclusive evidence of the due and proper appointment of any Housing Council members.
- 04.01.02 A Housing Council member must be a member of the Tribe, and must be an elected Tribal Council member.
- 04.01.03 No person shall be barred from serving on the Housing Council because s/he is a tenant, home buyer, or mortgagee in a housing project of the Authority; and such Housing Council member shall be entitled to fully participate in all meetings concerning matter that affect all of the tenants or home buyers, even though such matters affect him or her as well. However, no such Housing Council member shall be entitled or permitted to participate in or be present at any meeting (except in his/her capacity as a tenant or home buyer) or to be counted or treated as a member of the Housing Council, concerning any matter involving his/her individual rights, obligations or status as a tenant or home buyer.
- 04.02 The terms of office shall be concurrent with the Tribal Council member terms.
- 04.03 The Housing Council shall organize the Executive Committee with the following positions; a President, a Vice President, a Secretary, and a Treasurer. Any member may hold two of these positions. In absence of the President, the Vice President shall preside; and the absence of both the President and the Vice President, the Secretary shall preside.
- 04.04 A member of the Housing Council may be removed by the appointing power for serious inefficiency, neglect of duty, or for misconduct in office, but only after a hearing before the appointing power duly after the member has been given a written notice of the specific charges against him/her at least 10 days prior to the hearing. At any such hearing, the member shall have the opportunity to be heard in person or by counsel and to present witnesses

in his/her behalf. In the event of removal of any Housing Council member, a record of the proceedings, together with the charges and findings thereon, shall be filed with the appointing power.

- 04.05** The Housing Council members shall not receive compensation for their services through the Authority for their services but shall be entitled to compensation for their expenses, including travel expenses, incurred in the discharge of their duties, to be reimbursed or paid in accordance with established policies and procedures.
- 04.06** A majority of the full Housing Council (i.e., notwithstanding the existence of any vacancies) shall constitute a quorum for the transaction of business, but no Housing Council member action shall be taken by a vote of less than a majority of such full Housing Council.
- 04.07** The Housing Council Secretary shall keep complete and accurate records of all meetings and actions taken by the Housing Council. Duties may be delegated to appropriate Authority personnel.
- 04.08** The Housing Council Treasurer shall keep full and accurate financial records, make periodic reports to the Housing Council, and submit a complete annual report, in written form, to the Housing Council as required by Article VII - Miscellaneous, Section I, of this Ordinance. Duties may be delegated to appropriate Authority personnel.
- 04.09** Meetings of the Housing Council 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 at least a quorum exists.
- 04.10** As Housing Development activities become more involved, and complicated as years progress, the Housing Council will be reorganized to be comprised of three appointed Tribal Council representatives, three elected Tribal members, and one appointed professional which can be either a Tribal member or non member. At the necessary time, the KIC Tribal Council and the Housing Council will amend this Ordinance appropriately.

ARTICLE V: POWERS

- 05.01** The Authority shall have perpetual succession in its corporate name.
- 05.02** The Tribal Council does not waive any sovereign immunity from suit. The Tribal Council does not give its 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 Ordinance. The Tribal Council does not authorize the Authority to agree by contract to waive any immunity from suit. The Tribe shall not be liable for the debts or obligations of the Authority. The Tribal Council will on a project by project or contract by contract basis, consider waiving sovereign immunity by resolution for the continuance of the project or development.
- 05.03** The Authority shall have the following powers which it may exercise consistent with the purpose for which it was established.
- 05.03.01** To adopt and use a corporate seal.
- 05.03.02** To enter into agreements, contracts and understandings with any government agency, Federal, State or local, including the Tribal Council, or with any person, partnership, corporation, or Indian Tribe, and to agree to any conditions attached to Federal financial assistance.
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- 05.03.03 To agree, notwithstanding anything to the contrary contained in this Ordinance or in any other provision of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or payment of not less than prevailing salaries or wages or compliance with labor standards, in the development or operation of projects, and the Authority may include in any contract let in connection with a project, stipulations requiring that the contractor and any subcontractors comply with requirements as to maximum hours of labor, and comply with any conditions which the Federal government may have attached to its financial aid to the project.
- 05.03.04 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, 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.
- 05.03.05 To lease or purchase property from the Tribe and others for such periods as are authorized by law, and to hold and manage, develop or to sublease the same.
- 05.03.06 To borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Article VI- Obligations of this Ordinance.
- 05.03.07 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.
- 05.03.08 To purchase land or interest in land or take the same by gift; to lease land or interests in land to the extent provided by law.
- 05.03.09 To undertake and carry out studies and analysis of housing needs, to prepare housing needs assessments surveys, to execute the same, to operate projects and to provide for the construction, reconstruction, improvement, extensions, alteration or repair of any project or any part thereof.
- 05.03.10 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-purchasing 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 home buyers, 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 Housing may deem necessary and desirable to effectuate the powers granted by this Ordinance.
- 05.03.11 To finance the purchase of a home by an eligible home buyer.
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- 05.03.12** To terminate any lease, mortgage, rental agreement, or lease-purchase agreement when the tenant, mortgagee, or home buyer 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, mortgagee, or home buyer.
- 05.03.13** To establish income limits for admission to Federally assisted housing that insure that dwelling accommodations in a housing project or unit assisted with Federal funds shall be made available as per the regulations governing such funds.
- 05.03.14** To purchase insurance or participate in risk management pool from a reputable stock or mutual company for any property or against any risks, hazards or liability.
- 05.03.15** To invest such funds that are not required for immediate disbursement in accordance with requirements set by NAHASDA and any subsequent laws or published regulations.
- 05.03.16** To establish and maintain such bank accounts as may be necessary or convenient.
- 05.03.17** To employ a General Manager, a Deputy General Manager, a Housing Coordinator, 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 Housing Council shall deem proper.
- 05.03.18** To take such further actions as are commonly engaged in by public bodies of this character as the Housing Council may deem necessary and desirable to effectuate the purposes of the Authority.
- 05.03.19** 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 the powers of the Authority and such other public housing agency or agencies for the purposes of financing (including but not limited to the issuance of notes or other obligations and giving security 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; 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.
- 05.03.20** To adopt such by-laws as the Housing Council deems necessary and appropriate.
- 05.04** It is the purpose and intent of this Ordinance to authorize the Authority to do any and all things necessary or desirable to secure public or private financing or financial aid or cooperation of the Federal government in the undertaking, construction, maintenance or operation of any project by the Authority.
- 05.05** 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 Ordinance. This Ordinance may be amended as deemed necessary.
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ARTICLE VI: OBLIGATIONS

- 06.01** 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:
- 06.01.01** 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;
 - 06.01.02** 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
 - 06.01.03** from its revenues generally. Any such obligation may be additionally secured by a pledge of any revenues of any project or other property of the Authority, the Tribe or wholly owned affiliates of the Tribe.
- 06.02** Neither the Housing Council members of the Authority nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.
- 06.03** The notes and other obligations of the Authority shall not be a debt of the Tribe and the obligation shall so state on their face.
- 06.04** Obligations of the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentality's and, together with interest thereon and income therefore; 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:
- 06.04.01** the Authority and the tribe, and
 - 06.04.02** the holder of obligations and each of them, including all transferees of the obligations from time to time.
- 06.05** Obligations shall be issued and sold in the following manner:
- 06.05.01** Obligations of the Authority shall be authorized by a Resolution adopted by the vote of a majority of the full Housing Council and may be issued in one or more series.
 - 06.05.02** 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.

- 06.05.03** the obligations may be sold at public or private sale at not less than par.
- 06.05.04** In case any of the Housing Council members whose signatures appear on any obligations cease to be members before the delivery of such obligations, the signature shall nevertheless, be valid and sufficient for all purposes, the same as if the members had remained in office until delivery.
- 06.06** Obligations of the Authority shall be fully negotiable. In any suit action or proceeding involving the validity or enforce ability of any obligation of the Authority or the security therefore, any such obligation reciting in substance that it has been issued by the Authority to aid in financing a project pursuant to this Ordinance shall be conclusively deemed to have been issued for such purpose, and the project for which such obligation was issued shall be conclusively deemed to have been planned, located and carried out in accordance with the purpose and provisions of this Ordinance.
- 06.07** 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:
- 06.07.01** 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.
- 06.07.02** 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.
- 06.07.03** Covenant against pledging all or any part of its rents, fees and revenues or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property.
- 06.07.04** Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any escrow or otherwise, and as to the use and disposition of the proceeds thereof.
- 06.07.05** 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.
- 06.07.06** Provide for the replacement of lost, destroyed or mutilated obligations.
- 06.07.07** Covenant against extending the time for the payment of its obligations or interest thereon.
- 06.07.08** Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof.
- 06.07.09** Covenant concerning the rents and fees to be charged in the operations 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.
- 06.07.10** Create or authorize the creation of accounting 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 accounted for in such funds. The Tribe will provide the accounting

functions and administrative oversight for the Authority for a fee, which will be the Authorities contribution to the KIC Indire«t Fund. KIC will operate a central treasury with appropriate allocations procedures for interest earned by Housing Authority funds.

- 06.07.11** 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 co_nsent may be given.
- 06.07.12** 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.
- 06.07.13** Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.
- 06.07.14** Covenant and prescribe as to events of default and term 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.
- 06.07.15** 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.
- 06.07.16** Exercise all or any part or combination ofthe powers granted in this section.
- 06.07.17** Make covenants other than and in addition to the covenants expressly authorized in this section, of like or different character.
- 06.07.18** Make any covenants and do any acts and things necessary or convenient or desirable in order to secure its obligations, or, in the absolute discretion of the Authority, tending to make the obligations more marketable although the covenants, acts or things are not enumerated in this section.

ARTICLE VII: MISCELLANEOUS

- 07.01** The Authority shall submit an annual report, signed by the President of the Housing Council, to the Tribal Council showing (a) a summary of the year's activities, (b) the fmanical condition Qf 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 Tribal Council shall deem pertinent.
- 07.02** During his/her tenure and for one year thereafter, no Housing Council 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 furtctions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he or she discloses his/her interest in writing to the Authority and such disclosure is entered upon the niinutes of the Authority, and the Housing Council member, officer, or employee shall not participate in any action by the Authority relating to the property or contract in which he/she bas any such interest. If any Housing Council member, officer, or employee of the Authority

involuntarily acquires any such interest, or voluntarily or involuntarily acquired any such interest prior to appointment or employment as a Housing Council member, officer, or employee, the Housing Council member, officer or employee, in any such event, shall immediately disclose his/her interest in writing to the Authority; and such disclosure shall be entered upon the minutes of the Authority, and the Housing Council member, officer, or employee shall not participate in any action by the Authority relating to the property or contract in which he/she has any such 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 Housing Council as provided in Article IV- Housing Council, Section 04.01.03.

- 07.03** 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, NAHASDA, and with all regulations and requirements prescribed from time to time by the Federal government in connection with such assistance.
- 07.04** The Authority shall obtain or provide for the obtaining of an adequate fidelity bond for employees handling cash, or authorized to sign checks or certify vouchers.
- 07.05** The Authority shall not construct or operate any project for profit.
- 07.06** The property of the Authority is declared to be public property used for essential public and governmental purposes and such property and Authority are exempt from all taxes and special assessments of the Tribe.
- 07.07** All property including funds acquired or held by the Authority pursuant to this Ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgement against the Authority to be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of obligees to pursue any remedies from 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 V- Powers, Section 03.09.

ARTICLE VITI- COOPERATION IN CONNECTION WITH PROJECTS

- 08.01** For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the Tribe hereby agrees that:
- 08.01.01** It will not levy or impose any real or personal property taxes or special assessments upon the Authority or any project of the Authority.
- 08.01.02** It will furnish or cause to be furnished to the Authority and the occupants of the projects all services and facilities of the same character and to the same extent as the Tribe furnishes from time to time without cost or charge to other dwellings and inhabitants.
- 08.01.03** 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 or apply for such changes in any zoning of the site and surrounding territory of any project as are reasonable and necessary for the development of such project, and the surrounding territory.

08.01.04 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.

08.01.05 The Tribe, Tribal Government, and the Authority hereby declares that its powers shall be vigorously utilized to enforce eviction of a tenant, mortgagee, or home buyer for nonpayment or other contract violations including action through the appropriate courts.

08.01.06 The Courts of the State of Alaska shall have jurisdiction to hear and determine an action for eviction of a tenant, mortgagee, or home buyer. The Tribal Government hereby declares that the powers of the State of Alaska Courts shall be vigorously *utilized* to enforce eviction of a tenant, mortgagee, or home buyer for nonpayment or other contract violations.

08.02 The provisions of this Article shall remain in effect with respect to any federally assisted project, and said provisions shall not be abrogated, changed or modified without the consent of the Department of Rousing and Urban Development, so long as (a) the federally assisted project is owned by a public body or governmental agency and is used for low income housing purposes, (b) and 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 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 IX: APPROVAL BY SECRETARY OF THE INTERIOR

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

ARTICLE X: INTERPRETATION

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

ARTICLE XI: EFFECTIVE DATE

This Ordinance is effective upon enactment.

ARTICLE XII: CERTIFICATION

The foregoing Ordinance was duly presented and adopted by majority vote with,

_____FOR, _____AGAINST, and _____ABSTAINING,

at the KIC Tribal Council meeting, a quorum present, held on April 13, 1998, at the Tribal offices located at 429 Deermount Street, Ketchikan, Alaska.

Stephanie Rainwater, Tribal President

Date

ATTESTED:

Gerald E. Hope, Tribal Secretary

Date