

PONCA TRIBE OF NEBRASKA
TRIBAL COUNCIL

RESOLUTION 08- 17

WHEREAS: The Ponca Tribe of Nebraska is a federally recognized Indian Tribe (P.L. 101-484) whose business affairs are conducted by the Ponca Tribal Council as defined in the Constitution approved July 22, 1994 by the Acting Deputy Commissioner of Indian Affairs; and

WHEREAS: Pursuant to the Constitution of the Ponca Tribe of Nebraska, the Ponca Tribal Council exercises legislative powers to enact and promulgate resolutions and ordinances subject to all express restrictions upon such powers contained in the Constitution; and

WHEREAS: Pursuant to said powers to enact and promulgate ordinances, the Ponca Tribal Council adopted a Housing Ordinance and have made amendments to said Ordinance; and

WHEREAS: Additional revisions to the Housing Ordinance are necessary to improve the operations of the Northern Ponca Housing Authority; and

WHEREAS: The Housing Ordinance revisions were reviewed by Smith & Jolly, L.L.C., Attorneys at Law with their recommendations and placed on the February 4, 2008 and February 16, 2008 Tribal Council agendas for first and second readings respectively to allow comments from the public. A notice of intent to amend the Housing Ordinance was mailed to all tribal members ages 18 and older 10 days prior to any final action.

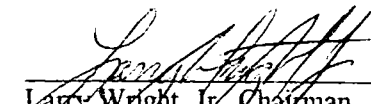
THEREFORE, BE IT RESOLVED that the Ponca Tribal Council hereby adopts the amendments to the Housing Ordinance.

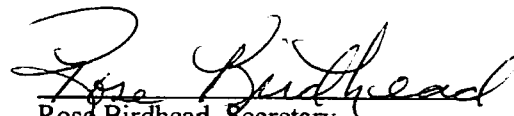
BE IT FURTHER RESOLVED that the amendments to the Housing Ordinance shall be effective June 1, 2008.

CERTIFICATION

THIS IS TO CERTIFY AND AFFIRM that the above and foregoing resolution was duly authorized and passed by the Ponca Tribal Council on the 17 day of February, 2008 at a duly called meeting held in So. Sioux City, Nebraska by a vote of 6 Ayes; 0 Nays; 1 Abstained; 1 Absent. Chairperson ___ voting not voting. A Quorum of 8 was present.

ATTEST


Larry Wright, Jr., Chairman
Ponca Tribe of Nebraska


Rose Birdhead, Secretary
Ponca Tribe of Nebraska

TITLE XI
HOUSING ORDINANCE

CHAPTER I

Section 11-01-01. Statement of Policy.

The Ponca Tribe of Nebraska, pursuant to its inherent authority as a sovereign government; its authority to provide for the health, safety, morals, and welfare of the Tribe; and Tribal Council Resolution No. 97-67, designating the Northern Ponca Housing Authority as the Tribally Designated Housing Entity, hereby establishes a public body known as the Northern Ponca Housing Authority . and enacts this Ordinance establishing the purposes, powers and duties of the Authority. The Authority shall be an instrumentality of the Tribe and shall at all times be accountable to the Tribe.

In any suit, action or proceeding involving the validity or enforcement of, or otherwise relating to, any of its contracts, the Authority shall be conclusively deemed to have been established and authorized to transact business and exercise its powers

Section 11-01-02. Declaration of Need.

The Ponca Tribal Council hereby declares:

(a) That there exists among the members of the Tribe, unsanitary, unsafe, and overcrowded dwelling accommodations; that there is a shortage of decent, safe and sanitary dwelling accommodations available at rents or prices which persons of low income can afford; and that such shortages force such persons to occupy unsanitary, unsafe and overcrowded dwelling accommodations.

(b) 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:

(c) That the provision of decent, safe, and sanitary dwelling accommodations is a public use and purpose, for which money may be spent and private property acquired; and is a governmental function of Tribal concern:

(d) That residential construction activity and supply of acceptable housing are important factors to general economic activity, and that undertakings 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 achieving full employment; and

(e) That as a matter of legislative determination, the enactment of this Ordinance is necessary in the public interest.

Section 11-01-03. Purposes.

The Authority shall be 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) Coordinating and administering activities, expending and providing Tribal housing funds to other Tribal, local, nonprofit and for-profit housing organizations for the benefit of the Tribal Community in accordance with the One-Year and Five-Year Indian Housing Plans prepared pursuant to the Native American Housing Assistance and Self

Determination Act of 1996 (“NAHASDA”), P.L. 104-330, 25 U.S.C. S 4101. *et seq.* and any statutory amendments thereto; and

(d) Providing employment opportunities through the acquisition, construction, reconstruction, improvement, extension, alteration or repair and operation of property and other economic development activities.

Section 11-01-04. 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:

“**Authority**” means the public body known as the Northern Ponca Housing Authority, which is also the Tribally Designated Housing Entity.

“**Board**” means the Board of Commissioners of the Northern Ponca Housing Authority.

“**Commissioners**” means the members of the Board of Commissioners of the Northern Ponca Housing Authority.

“**Council**” means the duly elected Tribal Council of the Ponca Tribe of Nebraska

“**Entities**” for this ordinance shall constitute the following: Northern Ponca Housing Authority, Ponca Economic Development Corporation, Gaming Commission and any other subsidiaries established by the Tribe.

“**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 or 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 rents or

housing 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 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.

“Immediate Family” means mother, father, grandparent, child, grandchild, brother, sister or spouse. This shall include half, step and in-law relations.

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

“Obligee” includes any holder of an obligation, agent or trustee for any holder of an obligation, or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of such lessor’s interest or any part thereof.

“Persons of low income” means persons whose income does not exceed the level set by applicable programmatic requirements.

“Property” means land, buildings or real property owned or leased by the Authority, including land held in trust or restricted status.

“Service area” means all areas within the jurisdiction of the Tribe and any other area within which the Tribe has authorized the Housing Authority to provide services.

“United States Government, or U.S. 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.

Section 11-01-05. Board of Commissioners

(a) The affairs of the Authority shall be managed by a Board of Commissioners composed of nine (9) persons. For purposes of this Ordinance, the nine (9) Commissioners authorized by this Ordinance shall be designated as Positions 1 through 9. There shall be no member of the Tribal Council on the Board . No employee of the Tribe or any entities thereof. shall serve on the Board of Commissioners.

(b) Commissioners shall be appointed according to the geographic districts in which they reside and shall conform to the Council districts set forth in the Tribal Constitution, Article IV, Section 5, provided representation shall be limited to individuals residing in the following counties in Nebraska, Iowa, and South Dakota:

- (i) District 1 comprising Boyd, Knox. and Holt Counties of Nebraska. Charles Mix County, South Dakota and Woodbury County, Iowa. Two Commissioners shall be appointed from District 1.
- (ii) District 2 comprising Douglas, Burt. and Sarpy Counties of Nebraska, and Pottawattamie County, Iowa. Two Commissioners shall be appointed from District 2.
- (iii) District 3 comprising Lancaster and Hall Counties of Nebraska. Two Commissioners shall be appointed from District 3.

- (iv) District 4 comprising Madison, Stanton, Platte, and Wayne Counties of Nebraska. Two Commissioners shall be appointed from District 4.
- (v) One Commissioner shall be appointed at large to represent all areas in which the Authority conducts housing activities.

(c) Any person appointed to the Board shall not be less than twenty-five (25) years of age. If convicted of a felony, shall have completed their sentence requirements, including any parole, and two years shall have passed since that completion.

(d) Commissioners shall be appointed and may be re-appointed by the Tribal Council. The Tribal Council will hold interviews for all Board of Commissioner appointments. A certificate of the Secretary of the Tribal Council as to the appointment or reappointment of any Commissioner shall be conclusive evidence of the due and proper appointment of the Commissioner.

(e) A Commissioner must be a member of the Tribe. No immediate family members may serve on the Board at the same time.

(f) No person shall be barred from serving on the Board because he or she is a tenant, participant, or homebuyer in a housing project of the Authority. Any such Commissioner shall be entitled to fully participate in all meetings concerning matters that affect all of the tenants, participants, or homebuyers, even though such matters affect him as well. However, no such Commissioner shall be entitled or permitted to participate in or be present at any meeting (except in his capacity as a tenant, participant, 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, participant, or

homebuyer.

(g) The term of office of all Commissioners shall be four (4) years, and staggered. For purposes of establishing such staggered terms, the four-year term of Positions 5 and 6 shall expire in 2009; the term of Positions 1 and 7 shall expire in 2010; the term of Positions 2 and 8 and 9 shall expire in 2011; and the term of Positions 3 and 4 shall expire in 2012. In order to re-establish staggered terms for Positions 1 & 2, a flip of a coin will be held between the District 1 representatives as to what position they will hold. Thereafter, all appointments shall be for four (4) years, except that, in the case of a prior vacancy, an appointment shall be only for the length of the unexpired term. Terms of office shall begin on June 1 and end on May 31 of the year the term expires.

(h) The Board shall select from among its members a Chairperson, Vice Chairperson, Secretary and Treasurer. The Chairperson shall preside over all meetings of the Board. In the absence of the Chairperson, the Vice-Chairperson shall preside; and in the absence of both the Chairperson and Vice-Chairperson, the Secretary shall preside.

(i) A Commissioner may be removed by the Tribal Council for serious inefficiency, neglect of duty or misconduct in office, but only after a hearing before the Tribal Council, and only after the Commissioner 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 Commissioner shall have the opportunity to be heard in person or by counsel and to present witnesses on his behalf. In the event of removal of the Commissioner, a record of the proceedings, together with the charges and findings thereon, shall be filed with the Secretary of the Tribal Council.

(j) The Commissioners shall receive compensation plus per diem at a rate

authorized by the Tribal Council.

(k) Five members of the Board shall constitute a quorum for the transaction of business. No Board actions shall be taken by a vote of less than a majority of the Commissioners present, provided a quorum is present.

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

(m) The Treasurer shall keep full and accurate financial records, make periodic reports to the Board, and submit a complete annual report no later than December 30th of each year, in written form to the Tribal Council as required by §11-01-08(b) of this Ordinance.

(n) Meetings of the Board shall be held at regular intervals as provided in the By-Laws of the Authority. Emergency meetings may be held pursuant to the By-Laws.

Section 11-01-06 Powers

(a) The Authority shall have perpetual succession in its corporate name.

(b)(1) The Ponca Tribe of Nebraska hereby confers on the Housing Authority sovereign immunity from suit to the same extent that the Tribe would have sovereign immunity if engaged in the activities undertaken by the Housing Authority.

(b)(2) The Authority shall have the power to sue and is authorized to consent to be sued in the Tribal Courts or another court of competent jurisdiction. Any consent by the Authority to be sued or waiver of sovereign immunity must be unequivocal, expressed in writing, and shall be narrowly construed and limited to its terms.. A waiver of immunity shall not in itself establish a recognition or consent to suit in any foreign court, but shall be strictly limited to the court or courts and ,matters specified in

such waiver. Any waiver of immunity or consent to suit of the Authority shall be limited to the assets or revenues of the Authority which otherwise may be legally executed against or other limited assets or revenues of the Authority specified in the waiver. as such Language in any contract or other document regarding arbitration or other dispute resolution shall not, by itself, constitute a waiver of sovereign immunity.

(b)(3) In no event shall any waiver of sovereign immunity or the authority to grant the same provided herein cause the Tribe to be liable for the debts, liabilities, or obligations of the Authority or allow the levy, attachment, or execution of such assets of the Tribe. Consent to suit by the Authority shall in no way extend to the Tribe, nor shall consent to suit by the Authority in any way be deemed a limitation or waiver of the rights, privileges, and immunities of the Tribe.

(b)(4) The Tribe shall not be liable for the payment or performance of any of the obligations of the Authority and no recourse shall be had against any assets, funds, revenues, or other property of the Tribe in order to satisfy the obligations of the Authority.

(c) The Authority shall have the following powers that 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 government or governmental agency, or with any person, partnership, or corporation.

(3) To agree to any condition(s) attached to financial assistance so long as said condition(s) does not conflict with this Ordinance or any other law of the Tribe.

(4) To agree, notwithstanding anything to the contrary contained in this Ordinance or in any other provision of law, to any conditions attached to financial assistance relating to the determination of prevailing salaries, wages or payment compliance with labor standards in the development or operation of projects. The Authority may include in any contract made in connection with a project, stipulations requiring that the contractor and any subcontractors comply with requirements as to maximum hours or labor, and comply with any conditions which an awarding entity may have attached to its financial aid to the project.

(5) To obligate itself, in any contract with the United States Government for annual contributions to the Authority; to convey to the U.S. 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. Such contracts may provide that in case of such conveyance, the U.S. Government may complete, operate, manage, lease, convey or otherwise deal with the project and funds in accordance with the terms of the contract, provided the contract requires that as soon as practicable after the U.S. 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 contract, the U.S. Government shall reconvey to the Authority the project as then constituted.

(6) To lease property from the Tribe and others for such periods as authorized by law, and to hold, manage or sublease the same.

(7) 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 §11-01-7 of this Ordinance.

(8) To pledge assets and receipts of the Authority as security for debts and to acquire, sell, lease, exchange, transfer or assign personal property or interests therein.

(9) To purchase land or interests in land or take the same as a gift and to lease land or interests in land to the extent provided by law.

(10) 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.

(11) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any project, including individual, cooperative or condominium units:

(A) To lease or rent, sell, enter into lease-purchase agreements or leases with option to purchase:

(B) To establish and revise rents or required monthly payments:

(C) 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

(D) To make any other rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this Ordinance.

(12) To finance home purchases by eligible homebuyers in accordance with the regulations and requirements of the Tribe and other applicable regulations.

(13) To terminate any lease or rental agreement or lease-purchase agreement when a tenant, participant, or homebuyer has violated the terms of the agreement or has failed to meet any of its obligations there under, or when such termination is otherwise authorized under the provisions of such agreement and to bring an action for eviction against such tenant, participant, or homebuyer in the Tribal Court or other court of competent jurisdiction as may be provided by contract.

(14) 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, or other families which may be eligible under applicable regulations and law.

(15) To purchase insurance, or participate in a risk management pool from any stock or mutual company, for any property or against any risk or hazard.

(16) To invest funds not required for immediate disbursement.

(17) To establish and maintain such bank accounts as may be necessary or convenient.

(18) To employ an Executive Director, technical and maintenance personnel and other officers and employees, permanent or temporary, as the Authority may require and to delegate to such officers and employees powers or duties as the Board shall deem proper.

(19) To engage in contracts for professional services including, but not limited to, accountants, management consultants, and legal counsel.

(20) 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.

(21) To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of another government in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other 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, or operating a housing project or projects of the Authority or such other agency or agencies, or contracting with respect thereto.

(22) To adopt, subject to the approval of the Tribal Council, such By-Laws as the Board deems necessary and appropriate.

(d) It is the purpose and intent of this Section to authorize the Authority to do any and all things necessary or desirable to secure the financial aid or cooperation of foreign governments in the undertaking, construction, maintenance or operation of any project by the Authority.

Section 11-01-07 Obligations

(a) 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 principal and interest are payable:

(1) Exclusively from income and revenues of the project financed with the proceeds of such obligations, or with such income and revenues together with a grant from the Federal government in aid of such project;

(2) Exclusively from the income and revenues of certain designated projects, whether or not financed in whole or in part with the proceeds of such obligations; or

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

(b) Neither the Commissioners 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 Authority shall not be a debt of the Tribe and the obligations shall so state on their face.

(d) Obligations of the Authority are declared to be issued for an essential public and governmental purpose and shall be public instrumentalities.

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

(1) Obligations of the Authority shall be authorized by a resolution adopted by a 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 face value.

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

(f) 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 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 purposes and provisions of this Ordinance.

(g) In connection with issuing obligations, or incurring obligations under leases, and securing payment of such obligations, the Authority, subject to the limitations in this Ordinance, or as otherwise prescribed by the laws of the Tribe, 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 covenants or rights securing or relating to the obligations.

(3) 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 any lien to be placed 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 the obligations to be issued and as to issuance of such obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof.

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

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

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

(9) Covenant concerning 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 the use and disposition to be made thereof.

(10) 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.

(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 consent may be given.

(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.

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

(14) 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.

(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.

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

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

(18) Make any covenant and do any acts and things necessary or convenient or desirable in order to secure its obligations, subject to review and approval of the Tribal Council, tending to make the obligations more marketable although the covenants, acts or things are not enumerated in this section.

Section 11-01-08. Miscellaneous

(a) The Authority and the Ponca Tribal Council shall hold joint meetings as directed by the Tribal Council.

(b) The Authority shall submit an annual report no later than 30 days after the end of the program year signed by the Chairperson of the Board, to the Tribal Council showing the following:

- (1) A summary of the year's activities;
- (2) The financial condition of the Authority;
- (3) The condition of the properties;
- (4) The number of units and vacancies;
- (5) Any significant problems and accomplishments;
- (6) Plans for the future; and
- (7) Such other information as the Authority or the Council shall deem pertinent.

(c) The Authority shall submit quarterly financial and programmatic reports. These reports shall be presented by the Chairperson and Executive Director of the Authority.

(d) The Authority shall submit to the Tribal Council, in one (1) year and five (5) year increments, a Tribal Housing Plan for the Council's review and approval. Said plan shall describe in detail the goals, objectives and activities of the Authority with respect to providing safe, sanitary, and affordable housing to low income families residing within the Tribe's service areas.

(e) If the Tribal Council deems it necessary and appropriate, it may, at its own expense, require that an audit of the Authority's finances be conducted to ensure that appropriate and acceptable financial management practices have been implemented and are being adhered to by the Authority.

(f) The Authority shall develop and maintain a written code of standards of conduct governing the performance of its employees engaged in the award and administration of contracts. Said code of standards of conduct shall be submitted to the Tribal Council for its review and concurrence. No employee, official or agent of the Authority or its grantee shall participate in selection or award of administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (1) The employee, officer, or agent,
- (2) Any member of his immediate family.
- (3) His or her partner, or
- (4) An organization which employs, or is about to employ, any of the

above, has a financial or other interest in the firm selected for award. The Authority or grantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements. The Authority or grantees may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. To the extent permitted by the laws of the Tribe, such standards or conduct will provide for penalties, sanctions or other disciplinary actions for violations of such standards by the Authority and grantee's officers, employees, or agents, or by contractors or their agents.

The awarding agency may provide additional prohibitions relative to real, apparent, or potential conflicts or interest.

(g) 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 or applicable Federal legislation and regulations.

(h) The Authority shall obtain or provide for the obtaining of adequate fidelity bonds for persons handling cash, or authorized to sign checks or verify vouchers.

(i) The property of the Authority is declared to be public property used for essential public and governmental purpose and such property and the Authority are exempt from all taxes and special assessments of the Tribe.

Section 11-01-09 Amendments

Amendments to this ordinance shall be made by majority vote of the Tribal Council. The Board may recommend amendments to this Ordinance, but is not vested with the power to amend it.

Section 11-01-10 Severability

All previous resolutions, legislation, laws and acts taken by the Tribal Council which deal with any matter covered under this Ordinance and which are inconsistent with this Ordinance are void and of no further force and effect. If a Court of competent jurisdiction should hold any part of this Ordinance to be invalid, the remainder of the Ordinance shall remain in full force and effect.

Section 11-01-11 Ratification

This ordinance shall be ratified and approved by the Tribal Council and become effective on June 1, 2008.