



SUSANVILLE INDIAN RANCHERIA

HOUSING ORDINANCE

ORDINANCE NO. 2000-002 AMENDMENT 2

Pursuant to the authority vested in the **SUSANVILLE INDIAN RANCHERIA TRIBAL BUSINESS COUNCIL** by its Constitution and particularly by **Article VI, Powers and Duties of the Tribal Council** Section 2(a) thereof, and its authority to provide for the health, safety, morals, and welfare of the Tribe, the Tribal Business Council of the **SUSANVILLE INDIAN RANCHERIA** (hereinafter referred to as the "**Council**"), hereby establishes a public body known as the Susanville Indian Rancheria Housing Authority (hereinafter referred to as the "**Authority**"), and enacts this ordinance which shall establish the purposes, powers, and duties of the Authority.

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

Article I - Declaration of Need

It is hereby declared:

1. That there exists within the Susanville Indian Rancheria ("Tribe") Local Service Area, consisting of Lassen County in the State of California:
 - (a) Unsanitary, unsafe, and overcrowded dwelling accommodations and conditions;
 - (b) A shortage of decent, safe, and sanitary dwelling accommodations available at rents or prices which persons of low and moderate income can afford;
 - (c) High levels of unemployment and underemployment among tribal members and other Native Americans;
 - (d) Low levels of education and marketable job skills among tribal members and other Native Americans;
 - (e) Inadequate availability of credit and capital for the construction, reconstruction, renovation, and purchase of housing and for the development, expansion, operation, and purchase of businesses and business assets; and

- (f) Inadequate infrastructure and other public improvements and facilities to support decent, safe and adequate housing, business enterprises and educational opportunities for tribal members and other Native Americans and the provision of vital public services to the Susanville Indian Rancheria.
2. That these conditions:
- (a) Cause an increase in and spread of disease and crime and constitute a menace to health, safety, morale, and welfare;
 - (b) 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; and
 - (c) Inhibit the development of an adequate supply of affordable, decent, safe and sanitary housing to meet the needs of tribal members and other Native Americans and the development of businesses, job training and employment opportunities for tribal members and other Native Americans.

Article II - Purposes

The Authority shall be organized and operated:

1. To construct, purchase, improve, repair, own, lease and manage housing for low and moderate income families, including, but not limited to, housing developed with grants and loans from the United States Department of Housing and Urban Development under the Native American Housing Assistance and Self-Determination Act (“NAHASDA”);
2. To provide other forms of housing assistance to low and moderate income Native American families, including, but not limited to, down payment and rental assistance, counseling services, and other affordable housing activities and model activities authorized by NAHASDA or other federal or state programs;
3. To aid and assist low and moderate income tribal members and other Native Americans to gain access to credit and capital markets to acquire or improve their own homes and businesses, including the development for adoption by the Tribe of ordinances and procedures to facilitate lending for on-reservation and off-rancheria activities;
4. To obtain funding in order to develop jobs and job training opportunities for tribal members and other Native Americans by engaging in various economic and community development activities including the development and operation of

tribal business enterprises and the attraction of private businesses to the Susanville Indian Rancheria and its vicinity;

5. To leverage its funding sources in order to obtain sufficient funding to revitalize the Rancheria or portions thereof through the construction, reconstruction and repair of housing, public improvements and facilities, and energy conservation projects, benefiting Rancheria residents; and
6. To develop housing and economic development expertise within the Tribe.

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:

"Area of Operation" means all areas within the service area of the Tribe, which shall include the entire state of California for the purposes of some federal programs.

"Council" means the Susanville Indian Rancheria Tribal Business Council.

"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.

"Homebuyer" means a person(s) who has executed a lease-purchase agreement with the Authority, and who has not yet achieved homeownership.

"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 or charges) affordable, 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 purchase, 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.

"Obligations" means any notes, bonds, interim certificates, debentures, or other forms of obligations 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, and the Federal government when it is a party to any contract with the Authority in respect to any housing project.

"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 - Board of Commissioners

1. (a) Board of Commissioners
 - (1) The affairs of the Authority shall be managed by a Board of Commissioners composed of five persons.
 - (2) The Board members shall be appointed, and may be reappointed, by Council. A certificate of the Secretary of the Council as to the appointment or reappointment of any commissioner shall be conclusive evidence of the due and proper appointment of the commissioner.
 - (3) A commissioner may be a member or non-member of the Tribe, and may be a member or non-member of the Tribal Council.
 - (4) No person shall be barred/from serving on the Board because s/he is a tenant, Homebuyer, or mortgagee in a housing project of the Authority, and such commissioner 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/her as well. However, no such commissioner shall be entitled or permitted to participate in or be present at any meeting (except in his/her capacity as a tenant or Homebuyer), or to be counted or treated as a member of the Board, concerning any matter involving his/her individual rights, obligations or status as a tenant or Homebuyer. All Board members that receive services through the Susanville Indian Rancheria Housing Authority must fully disclose their membership on the Board of Commissioners.

- (5) At no time after the initial makeup of the Board, shall the Board be composed of more than one Tribal Business Council member.
- (b) The terms of office shall be three years and staggered. When the Board is first established, one member's term shall be designated to expire in one year, two to expire in two years and the last two in three years. Thereafter, all appointments shall be for three 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. The initial Board of Commissioners shall be composed of existing Tribal Business Council members as the interim Board of Commissioners to serve until such time as determined by the Tribal Business Council.
- (c) The Board shall elect from among its members a Chairperson, Vice-Chairperson and a Secretary/ Treasurer. In the absence of the Chairperson, the Vice-Chairperson shall preside, and in the absence of both the Chairperson and Vice-Chairperson, the Secretary/Treasurer shall preside.
- (d) A member of the Board 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 and 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 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.
- (e) The Commissioners may receive compensation through the Authority for their services and be entitled to compensation for expenses, including travel expenses, incurred in the discharge of their duties.
- (f) A majority of the full Board (i.e., notwithstanding the existence of any vacancies) shall constitute a quorum for the transaction of business, but no Board action shall be taken by a vote of less than a majority of such full Board.
- (g) The Secretary/Treasurer shall keep complete and accurate records of all meetings and actions taken by the Board. In addition, the Secretary/ 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 Article VII, Section 1, of this ordinance.

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

Article V - Powers

1. The Authority shall have perpetual succession in its corporate name.
2. The Council hereby gives its irrevocable consent to allowing the Authority to sue and, as further provided in this Article V, Section 2, be sued in its corporate name, upon any claim arising out of its activities under this ordinance. In giving this consent, the Council does not intend to waive the Authority's sovereign immunity from suit. Rather, the Council hereby authorizes the Board of Commissioners, and no other officer, employee or agent of the Authority, to provide a limited waiver of the Authority's sovereign immunity and consent to suit by an express written provision in a contract or other document and to authorize the Board of Commissioners to make any such limited waiver subject to such conditions as the Board of Commissioners deem appropriate. The Council does not give the Authority consent to waive the Tribe's sovereign immunity and the Tribe shall not be liable for the debts or obligations of the Authority.
3. The Authority shall have the following powers, which it may exercise consistent with the purposes for which it is established:
 - (a) To adopt and use a corporate seal.
 - (b) To enter into agreements, contracts and understandings with 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.
 - (c) 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 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 or Tribal government may have attached to its financial aid to any project.

- (d) To obligate itself in any contract with the Federal government, to convey to the Federal government possession of or title to any 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.
- (e) To lease property from the Tribe and others for such periods as are authorized by law, and to hold and manage or to sublease the same.
- (f) To borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Article VI of the ordinance.
- (g) To pledge the assets and receipts of the Authority as security for debts, and to acquire, sell, lease, exchange; transfer or assign personal property or interests therein.
- (h) To purchase housing, land or interests in land or take the same by gift; to sell and rent housing, lease land or interests in land to the extent provided by law.
- (i) To undertake and carry out studies and analyses of housing needs, to prepare housing needs, to execute the same, to operate projects and to provide for the construction, reconstruction, improvement, extension, alteration or repair of any project or any part thereof.
- (j) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any project (including individual cooperative or condominium units): To lease or rent, sell, enter into lease-purchase agreements or leases with option to purchase; to establish and revise rents or required monthly payments; to make rules and regulations concerning the selection of tenants or Homebuyers, including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units; and to make sure further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this ordinance.

- (k) To finance the purchase of a home by an eligible homebuyer.
- (l) To terminate any lease, mortgage, rental/ agreement, or lease-purchase agreement when the tenant, mortgagee, 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, mortgagee, or Homebuyer.
- (m) To establish income limits for admission to Federally assisted housing that insure that dwelling accommodations in a unit assisted with Federal funds shall be made available as per the regulations governing such funds.
- (n) To purchase insurance or participate in a risk management pool from any stock or mutual company for any property or against any risk or hazards.
- (o) To invest such funds as are not required for immediate disbursement.
- (p) To establish and maintain such bank accounts as may be necessary or convenient.
- (q) To employ an executive director, technical and maintenance personnel and such other officers and employees, permanent or temporary, as the Authority may require; and to delegate to such officers and employees such powers or duties as the Board shall deem proper.
- (r) To take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Authority.
- (s) To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of a State or another tribe in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other public housing agency or agencies for the 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 any 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.
- (t) To adopt such bylaws as the Board deems necessary and appropriate.

4. It is the purpose and intent of this ordinance to authorize the Authority do any and all things necessary or desirable to secure public or private financing or the financial aid or cooperation of the Federal government in the undertaking, construction, maintenance or operation of any project by the Authority.
5. No ordinance or other enactment of the Tribe with respect to the acquisition, operation, or disposition of Tribal property shall be applicable to the Authority in its operations pursuant to this ordinance.

Article VI - Obligations

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

Any of such obligations may be additionally secured by a pledge of any revenues of any project or other property of the Authority.

2. Neither the commissioners of the Authority nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.
3. 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.
4. Obligations of the Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall be exempt from taxes imposed by the Tribe. The tax exemption provisions of this ordinance shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this

ordinance and without necessity of being restated in the obligations, a contract between:

- (a) The Authority and the Tribe, and
- (b) The holders of obligations and each of them, including all transferees of the obligations from time to time.

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

- (a) Obligations of the Authority shall be authorized by a resolution adopted by the vote of not less than four (4) Board members and may be issued in one or more series.
- (b) 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 of such terms of redemption, with or without premium, as such resolution may provide.
- (c) The obligations may be sold at public or private sale at not less than par.
- (d) In case any of the commissioners of the Authority whose signatures appear on any obligations cease to be commissioners before the delivery of such obligations, the signatures shall, nevertheless, be valid and sufficient for all purposes, the same as if the commissioners had remained in office until delivery.

6. Obligations of the Authority shall be fully negotiable. In any suit, action or proceeding involving the validity or enforceability of any obligation of the Authority or the security therefore, any such obligation reciting in substance that have 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.

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

- (a) 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.

- (b) 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.
- (c) 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.
- (d) Covenant with respect to limitations on its right to sell, lease, or otherwise dispose of any project or any part thereof.
- (e) Covenant as to the obligations to be issued and as to the issuance of such obligations in escrow or otherwise, and as to use and disposition of the proceeds thereof.
- (f) Provide for the replacement of lost, destroyed or mutilated obligations.
- (g) Covenant against extending the time for the payment of its obligations or interest thereon.
- (h) Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof.
- (i) 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.
- (j) 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.
- (k) 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 or which must consent thereto, and the manner in which such consent may be given.
- (l) 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.

- (m) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.
- (n) 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.
- (o) Vest in any obligees or may proportion of them the right to enforce the payment the obligations or any covenants, securing or relating to the obligations.
- (p) Exercise all or any part or combination of the powers granted in this section.
- (q) Make covenants other than and in addition to the covenants expressly authorized in this section, of the like or different character.
- (r) 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

1. The Authority shall submit an annual report, signed by the Chairperson of the Board, to the Council consistent with NAHASDA requirements.
2. (a) During his or her tenure and for one year thereafter, no commissioner, officer or employee of the Authority, or any member of any governing body of the Tribe, or any other public official who exercises any responsibilities or functions with regard to the project, shall voluntarily acquire any interest, direct or indirect, in any project or in any property included or planned to be included in any project, or in any contract or proposed contract relating to any project, unless prior to such acquisition, he or she discloses his or her interest in writing to the Authority, and such disclosure is entered upon the minutes of the Authority, and the commissioner, officer or employee shall not participate in any action by the Authority relating to the property or contract in which he or she has any such interest. If any commissioner, 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 commissioner, officer or employee, the commissioner, officer or employee, in any such event, shall immediately disclose his

interest in writing to the Authority; and such disclosure shall be entered upon the minutes of the Authority relating to the property or contract in which he or 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 Board as provided in Article VI, Section 1 (a) (4).

(b) During his or her tenure as a Board member and for one year thereafter, no commissioners shall be employed by the Susanville Indian Rancheria Housing Authority without full disclosure and having both Tribal Business Council and HUD approval.

3. Each project developed or operated under a contract providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable Federal legislation, and with all regulations and requirements prescribed from time to time by the Federal government in connection with such assistance.
4. The Authority shall obtain or provide for the obtaining of adequate fidelity bond for persons handling cash, or authorized to sign checks or certify vouchers.
5. The Authority shall not construct or operate any project for profit.
6. The property of the Authority is declared to be public property used for essential public and governmental purposes and such property and the Authority are exempt from all taxes and special assessments of the Tribe.
7. All property including funds acquired or held by the Authority pursuant of this ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against the Authority be a charge or lien upon such property. However, the provisions of this section shall not apply to or limit the right of obligees to pursue any remedies for the enforcement of any pledge or lien given by the Authority on its rents, fees, or revenues or the right of the Federal government to pursue any remedies conferred upon it pursuant to the provisions of this ordinance or the right of the Authority to bring eviction actions in accordance with Article V, Section 3(1).

Article VIII - Cooperation in Connection with Projects

1. For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the Tribe hereby agrees that:
 - (a) It will not levy or impose any real or personal property taxes or special assessments upon the Authority or any project of the Authority.
 - (b) It will furnish or cause to be furnished to the Authority and the occupants of projects all services and facilities of the same character and to the same extent as the Tribe furnishes from time to time without cost or charge to other dwellings and inhabitants.
 - (c) Insofar as it may lawfully do so, it will grant such deviations from any present or future building or housing codes of the Tribe as are reasonable and necessary to promote economy and efficiency in the development and operation of any project, and at the same time safeguard health and safety, and make such changes in 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.
 - (d) It will do any and all things, within its lawful powers, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of projects.
 - (e) If housing units are built or planned to be build as part of a project receiving federal grant funds under the direction of the Housing Authority as a Community Based Development Organization (CBDO) and the CBDO is dissolved for any reason, the Housing Authority is not subject to any requirement that its assets revert to the grantee upon dissolution.
 - (f) The Tribal Government hereby declares that the powers of the Tribal Government shall be vigorously utilized to enforce eviction of a tenant, mortgagee, or Homebuyer for nonpayment or other contract violations including action through the appropriate courts.
 - (g) The Court of competent jurisdiction 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 Courts shall be vigorously utilized to enforce eviction of a tenant or Homebuyer for nonpayment or other contract violations.
2. 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 Housing and Urban Development, so

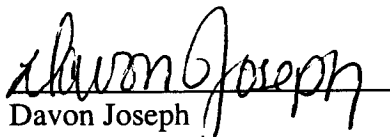
long as (a) the federally assisted project is owned by a public body or governmental agency and is used for low income housing purposes, (b) any contract between the Authority and the Department of Housing and Urban Development for loans or annual contributions, or both, in connection with such project, remains in force and effect, or (c) any obligations issued in connection with such project or any monies due to the Department of Housing and Urban Development in connection with such project remain unpaid, whichever period ends the latest. If at any time title to, or possession of, any project is held by any public body or governmental agency authorized by law to engage in the development or operation of low income housing including the Federal Government, the provisions of this section shall inure to the benefit of and be enforced by such public body or governmental agency.

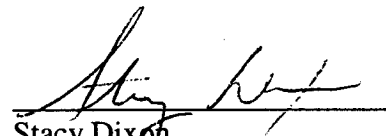
Except as specifically amended by this ordinance, the provisions of the Housing Ordinance, as previously amended, shall remain in full force and effect. The provisions of this Ordinance shall become effective immediately upon adoption by the Council, and shall apply to any contract, claim, or suit whether arising or filed before or after the adoption of this Ordinance.

CERTIFICATION

We, hereby certify that the Susanville Indian Rancheria Housing Ordinance was adopted by the Susanville Indian Rancheria Tribal Business Council at a duly called meeting held August 22, 2005 with a vote of 5 for, 0 against, 0 abstain.

ATTEST;


Davon Joseph
Secretary/Treasurer


Stacy Dixon
Tribal Chairman