

PICAYUNE RANCHERIA OF THE CHUKCHANSI INDIAN



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Ordinance No. 0005

**ORDINANCE RE-ESTABLISHING THE
CHUKCHANSI INDIAN HOUSING AUTHORITY**

Adopted by Resolution No. 2025-107 on September 18, 2025

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1.0 DECLARATION OF NEED:

- A. There exists within the jurisdiction of the Tribe, unsanitary, unsafe and overcrowded dwellings. There is a shortage of decent, safe and sanitary dwellings available at rents or prices which persons of low income can afford; and that such shortage forces such person to occupy unsanitary, unsafe and overcrowded dwellings.
- B. These conditions cause an increase in spread of disease, crime and constitute a menace to the health, safety, morals and welfare of Tribal members, and 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. The shortage of decent, safe and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise.
- D. Providing decent, safe and sanitary dwellings for Tribal Members is important to achieve the goals of economic self-sufficiency and self-determination of the Tribe and its members.
- E. Residential construction and acquisition and a supply of suitable, affordable housing for our Tribal members are important factors to the general well-being and undertakings authorized by this Ordinance. 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 stable homes and stable employment for Tribal members and their families.

2.0 PURPOSE

The Authority is organized and operated for the purpose of:

1. To act as a recipient and receive block grant funds authorized under the Native American Housing and Self-Determination Act (NAHASDA), Pub. L. 104-330, obtain other funds, including, but not limited to, federal and state grants, and administer such funds in accordance with applicable law, as authorized by the Tribal Council;
2. To remedy unsafe and unsanitary housing conditions that are injurious to the public health, safety, and morals;
3. To alleviate the acute shortage of decent, safe, and sanitary dwellings for persons of low income;
4. To provide employment opportunities through the construction, reconstruction, improvement, extension, alterations or repair and operation of dwellings;
5. To improve the quality of life in all areas serviced by the jurisdiction of the Tribe;
6. To engage in activities that are directly or indirectly related to housing, including, but not limited to, housing development and management and development and management of other housing-related services; and
7. To participate in entities formed to accomplish any of the above-described purposes.

3.0 AMENDMENT

This Ordinance may be amended at any time by the Tribal Council when the Tribal Council deems such an amendment is necessary to promote the general health, safety, and welfare of the Tribe or its members.

4.0 DEFINITIONS

- 4.1 *Annual Performance Report:* See report requirements at NAHASDA Title II, sections 403(b) and 404(b) and 24 C.F.R. 1000.52 or as amended.
- 4.2 *Area of Operation:* All areas within the service area of CIHA as set forth in the applicable laws of the Tribe and policies of the CIHA.
- 4.3 *Authority:* The Chukchansi Indian Housing Authority.
- 4.4 *Board:* The CIHA Board of Commissioners (BOC).
- 4.5 *CIHA:* The Chukchansi Indian Housing Authority.
- 4.6 *Existing Housing Stock:* As described under Title 1, Section 102(4)(D) of NAHASDA or as amended.

- 4.7 *Federal Government:* Includes the United States of America, HUD, and Bureau of Indian Affairs, Indian Health Service or any other agency or instrumentality, corporate or otherwise of the United States of America.
- 4.8 *General Council:* Enrolled members of the Tribe over the age of 18.
- 4.9 *Housing Recipient:* See NAHASDA Title II; Section 201(b) and CIHA Admissions and Occupancy Procedures.
- 4.10 *Indian Housing Plan:* See NAHASDA, definition Section 4 (12) or as amended.
- 4.11 *Low-Income Family:* See NAHASDA, definition Section 4 (14) or as amended.
- 4.12 *Tribal Council:* The seven members of the General Council of the Tribe elected to be the governing body of the Tribe pursuant to the Tribal Constitution.
- 4.13 *Tribe:* The Picayune Rancheria of Chukchansi Indians.

5.0 SOVEREIGN IMMUNITY

The Authority is a wholly-owned entity of the Tribe created to address the housing needs of Tribal members. As such, the Authority, its directors, officers and employees are entitled to all of the privileges and immunities enjoyed by the Tribe, including, but not limited to, immunities from suit in federal, state and Tribal courts except as specifically waived pursuant to Section 7.9 of this Ordinance. The immunity from suit conveyed upon the Authority by this Ordinance shall not extend to actions brought by the Tribe or the Tribal Council whether such actions are brought against such corporations, their directors, officers and employees.

6.0 BOARD OF COMMISSIONERS

- 6.1 *Membership.* The affairs of the Authority shall be managed by a Board composed of five members of the General Council.
- 6.2 *Appointment.* The members of the Board shall be appointed by the Tribal Council.
 - 6.2.1 *Qualifications.* Each Commissioner of the Chukchansi Indian Housing Authority shall meet the following qualifications:
 - 6.2.2 Must be a currently enrolled member of the Picayune Rancheria; and
 - 6.2.3 Must be at least 18 years of age; and
 - 6.2.4 Must live within a 75-mile radius of the Picayune Rancheria; and
 - 6.2.5 Must be willing to take an Oath of Office swearing allegiance to the Tribal Membership; and

- 6.2.6 Must pledge to uphold any and all Tribal laws, Ordinances, Regulations and Policies.
- 6.3 Service on Other Boards or Committees. Members of the Board may serve concurrently on other boards or committees of the Picayune Rancheria upon Tribal Council approval.
- 6.4 Housing Recipients. No person shall be barred from serving on the Board because he/she is a recipient of housing administered or controlled by the Authority, unless he/she is in violation of a housing policy. Such Commissioners that serve on the Board and are recipients of housing administered or controlled by the Authority shall be entitled to fully participate in all meetings concerning matters that affect all housing recipients 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 housing recipient), 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 housing recipient.
- 6.5 Term. The term of office shall be staggered two-year terms, three on even years and two on odd years.
- 6.6 Officers. The Tribal Council shall appoint the Chairperson of the Chukchansi Indian Housing Authority annually at the time of the January appointments. The Board shall elect from among its members, upon each change to membership in the Board, a Vice-Chairperson, Secretary and Treasurer.
- 6.7 Removal. A member of the Board may be removed by the Tribal Council for:
- 6.7.1 Serious inefficiency, neglect of duty, misconduct in office or being in violation of a housing policy; or
- 6.7.2 Failure to attend three (3) consecutive regularly scheduled meetings within one calendar year without cause;
- 6.7.3 Failure to comply with the Tribal Constitution, the CIHA By-laws, or any of the laws and ordinances of the Tribe;
- 6.7.4 Any Board Member subject to removal shall be provided with a hearing before the Tribal Council and written notice of the specific charges against him or her at least 10 days prior to the hearing. At any such hearing, the Board Member shall have the opportunity to be represented by legal counsel and to present evidence and witnesses on his/her behalf.
- 6.8 Stipends. The members of the Board of Commissioners shall not receive compensation for their service, but shall be entitled to a per meeting stipend (including off-site business meetings when traveling and representing the CIHA) set by the Tribal Council and reasonable compensation for expenses including travel expenses incurred in the discharge of their duties.

- 6.9 By-laws. The Board shall adopt its own by-laws governing meeting rules, quorums and the duties of the officers. Such bylaws and any amendments to such by-laws shall be effective upon approval by the Tribal Council.

7.0 **POWERS OF THE BOARD**

- 7.1 *Exercise.* Individual members of the Board do not have the authority to act on behalf of CIHA unless such authority is specifically delegated by the Board. The powers of the Board identified herein may only be exercised by action of the Board at a meeting of the Board at which a quorum is present and must be exercised consistent with the purposes for which this Ordinance is enacted and consistent with applicable tribal and federal law.
- 7.2 *Contracts.* The Authority may enter into agreements, contracts and memoranda of understanding with any federal, state or local governmental agency or with any person, partnership, corporation or Indian Tribe as necessary to carry out the Authority's duties and responsibilities set forth in this Ordinance.
- 7.3 *Prevailing Wages.* Until such time the Authority/Tribe establishes prevailing salaries and wages, the Authority may utilize federal standards for prevailing salaries, wages and labor conditions. The Authority may include in any contract in connection with a project, a requirement that the contractor and any subcontractors comply with requirements established by the Authority/Tribe as to minimum salaries or wages and maximum hours of labor, or that the contractor and any subcontractor comply with any conditions which the Federal government may require as a condition to receiving financial housing assistance.
- 7.4 *Purchase and Sale of Land.* The Authority may purchase, sell, rent, lease, enter into lease-purchase agreements or leases with an option to purchase and sub-lease any dwelling, accommodation, land, building or facility needed by the Authority or controlled by the Authority, so long as such actions are consistent with applicable CIHA Indian Housing Plan and the duties and responsibilities of the Board under this Ordinance or other controlling law.
- 7.5 *Consultants.* The Authority may contract with attorneys, accountant and other professional consultants to assist in the operation of the Authority, provided such contracts are approved by the Tribal Council. The Tribal Council may at any time direct the Authority to utilize a specific attorney, accountant or other professional consultant including but not limited to in-house Tribal personnel.
- 7.6 *Termination of Leases.* The Authority may, pursuant to applicable CIHA policies and the applicable agreement, terminate any lease, rental agreement or lease-purchase agreement when any housing recipient has violated the terms of such agreement or failed to meet any of his/her obligations there under, or when such termination is otherwise authorized under the provisions of such agreement, and to bring action for eviction against such housing recipient.

- 7.7 *Insurance.* The Authority may purchase insurance from any company for any CIHA property for any risk or hazards.
- 7.8 *Bond Coverage.* The Authority may purchase insurance from any company for any CIHA property for any risk or hazards.
- 7.9 *Waiver of Sovereign Immunity.* The Authority may waive the sovereign immunity of the Authority from suit only with the prior written consent of the Tribal Council, provided that such waiver of immunity is specifically restricted as follows:
- 7.9.1 the waiver states what parties or entities the waiver is issued for benefit of;
 - 7.9.2 the waiver defines the duration of the waiver;
 - 7.9.3 the waiver defines the assets available to satisfy judgment;
 - 7.9.4 the assets subject to the waiver are limited to those of the Authority;
 - 7.9.5 the waiver expressly states that it does not waive the immunity of the Tribe or any other instrumentality of the Tribe; and
 - 7.9.6 the waiver defines the court(s) or other dispute resolution mechanisms with the proper jurisdiction.

8.0 DUTIES OF THE BOARD OF COMMISSIONERS

- 8.1 *Exercise.* Individual members of the Board do not have the authority to act on behalf of CIHA unless such authority is specifically delegated by the Board. The duties of the Board identified herein may only be exercised by action of the Board at a meeting of the Board at which a quorum is present and must be exercised consistent with the purposes for which this Ordinance is enacted and consistent with the applicable law of the Tribe and the Federal Government.
- 8.2 *Bank Accounts.* The Authority shall establish and maintain such bank accounts as may be necessary or convenient for the NAHASDA monies and other Authority housing funds provided that such bank accounts shall require at least two signatories on all accounts.
- 8.3 *Policies and Procedures.* The Authority shall establish such policies and procedures as are necessary to effectively implement the Authority housing programs, provided that such policies and procedures shall become effective upon their approval by the Tribal Council.
- 8.3.1 Exception: Minor amendments and/or clarifying amendments to existing policies are authorized, when those amendments do not change the intent of the policy.
- 8.4 *Personnel.* The Authority shall employ an Executive Director, technical and maintenance personnel and such other employees, permanent or temporary, as the

Authority may require and delegate to such officers and employees such powers or duties as the Board shall deem proper, provided that the hiring or firing of the Executive Director, or the reclassification of such position, shall become effective upon the approval of the Tribal Council.

- 8.5 *Indian Housing Plan.* The Authority shall adopt and implement the Tribe's Indian Housing Plan and maintain its existing housing stock in accordance with applicable CIHA and federal policies provided that no Indian Housing Plan or amended Indian Housing Plan shall be effective until approved by the Tribal Council.
- 8.6 *Housing Improvement Program.* The Authority shall direct the application for and the implementation of Housing Improvement Program funds from the Bureau of Indian Affairs.
- 8.7 *Annual Audit.* The Authority shall direct the preparation of an annual audit of the Authority which shall be submitted to the Tribal Council and the Federal government as may be required by federal law or regulation.
- 8.8 *Annual Performance Report.* The Authority shall prepare the CIHA Annual Performance Report consistent with the requirements of NAHASDA and it shall be approved by the Board and submitted to the Tribal Council.
- 8.9 *Quarterly Reports.* The Authority shall prepare quarterly reports for submission to the Tribal Council and the General Council. Such quarterly reports shall include: (a) a summary of that quarter's activities, including references to the relevant sections of the Indian Housing Plan; (b) complete financial statements; (c) the number of units being managed; (d) significant problems and accomplishments; (e) the next Indian Housing Plan area of implementation; and (f) other information the Authority shall deem pertinent or the Tribal Council shall specifically request to be included.

9.0 MISCELLANEOUS

- 9.1 *Fiscal Year.* The fiscal year of the Authority shall be the calendar year.
- 9.2 *Tribal Audit.* The Tribal Council may at any time require that the Authority be audited by an independent auditor hired by the Tribal Council and shall have the absolute right to require access to all Authority documents necessary for such audit. This audit shall not replace or interfere with the audit references in Section 8.7 herein.