

**Title XVII
(17)
HOUSING CODE**

ORDINANCE NO. 305-08

Standing Rock Sioux Tribal Code of Justice



RESOLUTION NO. 199-16

Approved May 4, 2016

by

Standing Rock Sioux Tribal Council

ORDINANCE NO. 305-08

NOW THEREFORE BE IT RESOLVED, that TITLE XVII – HOUSING of the Tribal Code of Justice of the Standing Rock Sioux Tribe, be and the same is hereby amended:

[Document Attached – 44 pages]

RESOLUTION NO. 199-16

WHEREAS, the Standing Rock Sioux Tribe is an unincorporated Tribe of Indians, having accepted the Indian Reorganization Act of June 18, 1934 [48 Stat. 984], with the exception of Section 16; and the recognized governing body of the Tribe is known as the Standing Rock Sioux Tribal Council; and

WHEREAS, the Standing Rock Sioux Tribal Council, pursuant to the amended Constitution of the Standing Rock Sioux Tribe, Article IV, Section 1[c], 1[m], and Section V, are authorized to promote and protect the health, education and general welfare of the members of the Tribe, to engage in any business that will further the economic development of the Tribe and its members, and to propose and enact ordinances, provided they be posted for not less than ten [10] days prior to final adoption by the Tribal Council; and

WHEREAS, on March 20, 2016, the Tribal Council moved to post, and hereafter posted, for 10 days, amendments to TITLE XVII – HOUSING of the Standing Rock Sioux Tribal Code of Justice;

NOW THEREFORE BE IT RESOLVED, that pursuant to the power vested in the Standing Rock Sioux Tribal Council under Article IV and Article VII of the Constitution of the Standing Rock Sioux Tribe, that TITLE XVII – HOUSING of the Code of Justice, be and the same is hereby further amended and replaced with the attached new TITLE XVII – HOUSING; and

BE IT FURTHER RESOLVED, that the Chairman and Secretary of the Tribal Council are hereby authorized and instructed to sign this resolution for and on behalf of the Standing Rock Sioux Tribe.

CERTIFICATION

We, the undersigned, Chairman and Secretary of the Standing Rock Sioux Tribe, hereby certify that the Tribal Council is composed of [17] members, of whom 15 constituting a quorum, were present at a meeting duly and regularly called, noticed, convened and held on the 4th day of **MAY, 2016**, and that the foregoing resolution was duly adopted by the affirmative vote of 13 members, with 0 opposing, and with 2 not voting. **THE CHAIRMAN'S VOTE IS NOT REQUIRED EXCEPT IN CASE OF A TIE.**

DATED THIS 4th DAY OF MAY, 2016.



Dave Archambault II, Chairman
Standing Rock Sioux Tribe

ATTEST:



Adele M. White, Secretary
Standing Rock Sioux Tribe

[OFFICIAL TRIBAL SEAL]

TITLE XVII – ORDINANCE NO. 305-08

TABLE OF CONTENTS

<u>SECTION</u>		<u>PAGE</u>
CHAPTER 1. STANDING ROCK HOUSING AUTHORITY		
17-101	Introduction	1
17-102	Validity of Contracts and Actions	1
17-103	Declaration of Need	1
17-104	Purposes	2
17-105	Definitions	2
17-106	Board of Commissioners	4
17-107	Powers	5
17-108	Obligations	10
17-109	Miscellaneous Provisions	13
17-110	Cooperation in Connection with Projects	14
17-111	Approval by Federal Authorities	16
17-112	Severability	16
17-113	Repeal of Inconsistent Ordinances	16
17-114	Adoption	16
CHAPTER 2. MINIMUM HOUSING STANDARDS		
17-201	Title	16
17-202	Enforcement	17
17-203	Designation of Unfit Dwellings or Dwelling Units	19
17-204	Sanitary Facilities and Plumbing and Drainage	19
17-205	Heating and Refrigeration Equipment	20
17-206	Lighting and Ventilation	21
17-207	Electrical Facilities	22

17-208	Dwelling Space, Use and Access	22
17-209	Safe and Sanitary Maintenance	23
17-210	Responsibilities of Owner, Operators and Occupants	24
17-211	Conflict-Severability-Effective Date	25
17-212	Definitions	26

CHAPTER 3. ZONING

17-301	Mapping	28
17-302	Residential	29
17-303	Commercial	29
17-304	Industrial	29
17-305	Recreational	29
17-306	Disposal Area	29

CHAPTER 4. GENERAL STRUCTURAL REQUIREMENTS FOR NEW AND MAJOR IMPROVEMENT ALTERATIONS AND ADDITIONS

17-401	Applicability	29
17-402	Objective	30
17-403	Moisture and Weather	30
17-404	Footing	30
17-405	Foundation Walls	30
17-406	Wood Construction - Sills	30
17-407	Floor Joists	31
17-408	Sub-Floor	31
17-409	Studs - Braces	31
17-410	Window and Door Openings	32
17-411	Plates	32
17-412	Partition Framing	32
17-413	Outside Wall Sheathing	32

17-414	Roof Sheathing	33
17-415	Wood Siding	33
17-416	Stucco	33
17-417	Roof Covering	33
17-418	Chimney	33
17-419	Preservation	33

CHAPTER 5. BUILDING DESIGN STANDARDS FOR NEW HOMES AND MAJOR IMPROVEMENT ALTERATIONS AND ADDITIONS

17-501	Light and Ventilation	34
17-502	Space Requirement	34

CHAPTER 6. PLUMBING

17-601	Installation and Alteration	34
17-602	Water Supply Approval	34
17-603	Design Approval	34
17-604	Materials	35
17-605	Installation	35
17-606	Exterior Water Lines	35
17-607	Exterior Sewage Lines	35
17-608	Maintenance	35
17-609	Items Not Covered	36

CHAPTER 7. ELECTRICAL INSTALLATION

17-701	Installation and Alterations	36
17-702	Minimum Service Standards	36
17-703	Convenience Standards	36
17-704	Utility Company Regulations Apply	37
17-705	Maintenance of Service and Fixtures	37

CHAPTER 8. RURAL AREA SANITARY FACILITIES

17-801	Outside Toilets	37
17-802	Garbage Pits and Incinerators	37

CHAPTER 9. YARD MAINTENANCE

17-901	Maintenance	37
17-902	Lawn and Plants	37

CHAPTER 10. FIRE PREVENTION

17-1001	Application	38
17-1002	Service of Orders	38
17-1003	Enforcement and Sanctions	39
17-1004	Regulations	39

CHAPTER 11. ADMINISTRATION AND ENFORCEMENT OF CHAPTERS 3-10

17-1101	Purpose and Policy	41
17-1102	Application	41
17-1103	Code Supervisor	41
17-1104	Assistance Code Supervisors	42

TITLE XVII. HOUSING CODE

CHAPTER 1. STANDING ROCK HOUSING AUTHORITY

17-101. Introduction.

The Standing Rock Housing Authority is the designated entity of the Standing Rock Sioux Tribe, pursuant to passage of SRST Resolution No. 003-98; in compliance with the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), found at 25 U.S.C. § 4101, et. seq. The Standing Rock Housing Authority is a tribally chartered entity functioning on behalf of the Standing Rock Sioux Tribe to provide administrative and management continuity in the provision of housing to the tribal membership. All forms of assistance, including federal assistance will be provided through this designated entity, in the name of the Standing Rock Sioux Tribe.

The Standing Rock Sioux Tribe, by passage of this Ordinance, disclaims and will not be responsible for any liability for obligations or claims assumed by the designated entity, the Standing Rock Housing Authority. The Standing Rock Sioux Tribe reaffirms its sovereign immunity afforded it by the Constitution and Ordinances of the Standing Rock Sioux Tribe.

17-102. Validity of Contracts and Actions.

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 Chapter. Nothing in this Chapter or Ordinance shall effect, amend, repeal or modify any existing contract, previously entered into between the Housing Authority and any party, nor shall the rights, obligations, duties and promises made, be affected. All actions, decisions and contracts made or entered into by the interim governing body of the Housing Authority, between the passage of SRST Resolution No. 003-98 and adoption of this amended Chapter and Ordinance are hereby affirmed and ratified. The Standing Rock Sioux Tribal Court shall have exclusive jurisdiction over any suit, action or proceeding involving the validity or enforcement of or relating to any of its contracts, claims or obligations, wherein the Authority has expressly consented to be sued or is authorized to be sued as provided by the Code of Justice, Title I, Chapter 1, Section 1-109(b), entitled Suits seeking Declaratory and Injunctive Relief, and Title II, Chapter 3, entitled Extraordinary Writs.

17-103. Declaration of Need.

It is hereby declared:

- (a) There exists on the Standing Rock Reservation the need for affordable homes for people of low income. There is a shortage of dwelling accommodations, either public or private, creating homelessness and overcrowding in the presently available housing;

- (b) These conditions cause an increase in crime and constitute a menace to the health, safety, morals and welfare of the people on the reservation;
- (c) That the shortage of decent, safe and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise;
- (d) There is an ongoing need for maintenance and residential services to the existing housing to ensure that they are decent, safe and sanitary. That residential construction activity and a supply of acceptable housing are important factors to general economic activity, and that the undertakings authorized by this Chapter 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 the necessity in the public interest for the provisions hereinafter enacted is hereby declared to be a matter of legislative determination.

17-104. Purposes.

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

- (a) To provide decent, safe, and sanitary housing to people of low income on the Standing Rock Reservation;
- (b) To provide maintenance of existing units and construction of new units;
- (c) To provide resident services to educate tenants on the importance of maintaining units and making timely rental payments; and
- (d) To provide employment opportunities through the construction, renovation, repair and operation of low, middle and above average income dwellings.

17-105. Definitions.

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

- (a) **Area of Operation** – means all areas within the jurisdiction of the Tribe.
- (b) **Board** – means the Board of Commissioners of the Authority.
- (c) **Council** – means the Standing Rock Sioux Tribal Council.

- (d) **HEW Committee** – The Health, Education and Welfare Committee of the Standing Rock Sioux Tribal Council.
- (e) **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.
- (f) **Homebuyer** – means a person(s) who has executed a lease-purchase agreement with the Authority, and who has not yet achieved homeownership.
- (g) **Housing Project or Project** – means any work or undertaking to provide or assist in providing (by any suitable method, including but not limited to rental; sale of individual units in single or multifamily structures under conventional, condominium, or cooperative sales contracts or lease-purchase agreements; loans, or subsidized of rental or 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 terms “housing project” or “project” may also 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 terms shall include all other real and personal property and all tangible or intangible assets held or used in connection with the housing project.
- (h) **Misconduct in Office** – means repeated or substantial abusive or clearly incompetent performance of duties and obligations of office, which includes, but is not limited to, conflicts of interest, violation of the code of ethics set forth in the Constitution of the Standing Rock Sioux Tribe, sexual harassment, and other acts or conduct prohibited by law or Authority policy conducted in relation to the individual’s position in office.
- (i) **Neglect of Duty** - means the knowing omission or refusal - without sufficient excuse - to perform a substantial duty or obligation of office, or the habitual or repeated failure - without sufficient excuse - to perform the duties and obligations of office.
- (j) **Obligations** – means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this Chapter.
- (k) **Obligee** – includes any holder of an obligation, agent, or trustee for any holder of an obligation or lesser demising to the Authority property used in connection with a project, or any assignee or assignees of such lesser’s interest or any part thereof, and the Federal Government when it is a party to any contract with the authority in respect to a housing project.

(l) **Low-income Family** – A family whose annual income does not exceed eighty percent of the median income for the area.

(m) **Winter Months** – shall mean the time period beginning on December 1 of any given year through the last day of February of the following year.

17-106. Board of Commissioners.

(a) The affairs of the Authority shall be managed by a Board of Commissioners composed of nine (9) persons.

(b) One Board member shall be appointed by the Tribal Chairman to serve as Chairman of the Board. Eight (8) Board members shall be elected, one by each of the 8 districts of the reservation (Ft. Yates, Porcupine, Cannonball, Kenel, Bear Soldier, Wakpala, Little Eagle and Rock Creek). Those members elected from Bear Soldier, Cannonball, Fort Yates and Rock Creek, during the 1997 general election, shall begin to serve their term, on October 1, 1999 and serve for four (4) years, or until October 1, 2003.

Those members elected from Porcupine, Kenel, Little Eagle and Wakpala during the 1995 general election shall finish the remaining two (2) years, or until October 1, 2001 subject to ratification by the Tribal Council. Those members elected during the 1995 general election and the 1997 general election must continue to meet the qualifications to hold office, as set forth in Title XV, Section 15-401.

In the case of a vacancy prior to the expiration of a term, or the failure of an elected Commissioner to meet the qualifications of Title XV, Section 15-401, an appointment shall be made by the Tribal Council, upon recommendation of the respective district. The appointed successor shall serve out the remaining term. The term of office shall be four (4) years.

(c) A commissioner may be a member or a non-member of the Tribal Council. To be eligible, a Commissioner must not be delinquent on a debt owed to the Tribe, as defined in Title XV, Section 15-102, and must have never been convicted of a Federal, Tribal or State felony.

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

- (e) The Board shall elect from among its members, a Vice-Chairman and Secretary. In the absence of the Chairman, the Vice Chairman shall preside; and in the absence of both, the Secretary shall preside.
- (f) A member of the Board may be removed by the District from which elected or by the Tribal Council for neglect of duty or misconduct in office, after a hearing before the District or Tribal Council and only after the member has been given written notice of the specific charges at least ten (10) days prior to the hearing. At any such hearing, the member shall have the opportunity to be heard in person or by counsel and to present witnesses in his behalf. Removal shall be upon majority vote of those present and voting. In the event of removal of any Board member, a record of the proceedings together with the charges shall be filed with the appointing power. A replacement shall be made by the Tribal Council, upon recommendation of the respective district only for the length of the unexpired term.
- (g) The Commissioners shall only receive compensation for their services as follows (1) reimbursement for expenses, including travel expenses, incurred in the discharge of their duties; (2) a reasonable stipend for attending properly-called regular monthly meetings of the Board of Commissioners; (3) a stipend for a task conducted to fulfill her or his duty as a Board member; (4) a reasonable stipend for attending properly-called special meetings of the Board of Commissioners which last a minimum of four (4) hours; and (5) half-stipend per day for attending properly-called special meetings of the Board of Commissioners which last under four (4) hours per day. The amount of such stipends shall be set, and may be amended from time-to-time, by a Resolution approved by the Board.
- (h) A majority of the full Board 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. The Chairman shall vote only in case of a tie.
- (i) Regular meetings of the Board shall be held on a monthly basis, with the Board selecting the date for the next Board meeting before the close of the previous regular meeting, provided that the date, time and location of the next Board meeting be made public, at minimum by posting such information at any office of the Authority and by providing such information, upon request, to any tenant or employee of the Authority. Emergency meetings may be held upon 24 hours actual notice and business transacted, provided that not less than a majority of the full Board concurs the proposed action.

17-107. Powers.

- (a) The Authority shall have perpetual succession in its corporate name. The Authority shall have the power to sue and be sued in its corporate name, upon any contract, or obligation arising out of its activities under this Chapter, wherein the Authority has expressly agreed in writing, by contract or obligation, to waive any immunity from suit which it might otherwise have. Any waiver of immunity shall only be effective up to the amount set forth in the contract or obligation. The

authority shall retain its immunity from suit for actions seeking amounts beyond the contract or obligation. In the absence of an express waiver from suit in the contract or obligation, the Authority shall retain its immunity from suit to the same extent as the Tribe.

- (b) The Authority shall have the power to sue and be sued in its corporate name, upon any claim whereby the Authority has purchased liability or other type of insurance that is covered by the claim, and then, such claim may not exceed the limits of the coverage provided by said insurance. The Authority shall retain its immunity for claims that exceed applicable insurance. In the absence of any express insurance coverage for said claim, the Authority shall be immune from suit for money damages to the same extent as the Tribe.

The Authority agrees to be subject to suit for Declaratory and Injunctive Relief only, as provided for in the SRST Code of Justice, Title I, Chapter 1, Section 1-109(b), entitled Suits Seeking Declaratory and Injunctive Relief and Title II, Chapter 3, entitled Extraordinary Writs. However, no Board of Commissioner or employee of the Authority shall be subject to suit for money damages for actions taken in the course of his or her official duties, or in the reasonable belief that such actions were within the scope of his or her official duties unless in the case of an authority employee, it is established that such action was taken with malicious intent and in bad faith. The Tribe shall not be liable for the debts, contracts, claims or obligations of the Authority and shall remain immune from suit.

- (c) The Authority shall have the following powers which it may exercise and/or delegate to appropriate agents consistent with the purposes for which it is established:
1. To adopt and use a corporate seal.
 2. To enter into agreements, contracts, and understandings with any governmental agency, Federal, state or local (including the Council) or with any person, partnership, corporation or Indian tribe; and to agree to any conditions attached to Federal financial assistance.
 3. To agree, notwithstanding anything to the contrary contained in this Chapter or in any other provision of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or compliance with labor standards, in the development of operation of projects and the Authority may include in any contract let in connection with a project, a stipulation requiring that the contractor or any subcontractors comply with requirements as to minimum salaries or wages and maximum hours of labor, and comply with any condition which the Federal government may have attached to its financial aid to the project.
 4. To obligate itself, in any contract with the Federal government for annual contributions to the 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, that 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 re-convey to the Authority the project as then constituted.

5. 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.
6. To borrow or lend money, to issue temporary or long term evidence of indebtedness, and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of Section 17-107 of this Chapter.
7. 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.
8. To purchase land or interests in land or take the same by gift; and to lease land or interests in land to the extent provided by law.
9. To undertake and carry out studies and analysis of housing needs, to prepare housing plans, to execute, modify or amend the same, to operate projects and to provide for the construction, reconstruction, improvement, extension, alteration or repair of any project or any part thereof.
10. With respect to any dwellings, accommodations, land, buildings, or facilities embraced within any project (including individual cooperative or condominium units): to lease or rent, sell, enter into lease-purchase 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 such further rules and regulations as the Board may deem necessary and desirable to effectuate the powers granted by this Chapter.
11. To finance purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Department of Housing and Urban Development.
12. To terminate any lease or rental agreement or lease-purchase agreement when the tenant or homebuyer has violated the terms of such agreement, or failed to meet any of its obligations there under, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or homebuyer. This shall include the authority to immediately terminate a rental agreement or lease-purchase agreement for serious offenses, provided such terminations follow an

approved policy of the Authority which provides for all appropriate due process for the tenant/homebuyer who is subject to the termination action.

13. To establish income limits for admission that insures that dwelling accommodations in a housing project shall be made available only to persons who meet that project's income criteria.
14. To purchase insurance from any stock or mutual company for any property or against any risk or hazard.
15. To invest such funds as are not required for immediate disbursement.
16. To establish and maintain such bank accounts as may be necessary or convenient.
17. To employ an executive director, technical and maintenance personnel and such other officers or 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.
18. To take such further actions as are commonly engaged in by public bodies of this character as the Board may deem necessary and desirable to effectuate the purposes of the Authority.
19. To join or cooperate with any other public housing agency or agencies operating under the laws or ordinances of a state or another tribe in the exercise, either jointly or otherwise, of any or all of the powers of the Authority and such other public housing agency or agencies for the purpose of financing (including but not limited to the issuance of notes or other obligations and giving of 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. For such purpose, the Authority may by resolution prescribe and authorize any 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 agency otherwise, in the name of the Authority or in the name of such agency or agencies.
20. To adopt or amend such by-laws as the Board deems necessary and appropriate and subject to approval by the Tribal Council.
21. To have the Board Commissioners of the Authority hear grievances of tenants pursuant to a procedure established and approved by the Board, and to have the authority to uphold, reverse or modify the decision or action of the Authority being grieved provided that such decision of the Board comport with the applicable provisions of law or policy.

22. To hire, employ or otherwise retain security personnel or resident managers who shall monitor Authority property and report activity that is potentially criminal in nature to law enforcement or the Authority for follow-up and any necessary action upon an individual's lease or agreement with the Authority. Provided, that any individual so hired, employed or otherwise retained may, as remuneration for such work and as determined in the discretion of the Authority and set forth in the agreement between the individual and the Authority, receive free rent at an Authority rental unit, reduced rent at an Authority rental unit, and/or some form of additional payment. Further, the individual so hired, employed or retained must – in the contract or agreement signed with the Authority prior to beginning such work – hold the Authority harmless for any injury suffered as a result of the work completed under this Section. Further, any such individual shall agree and proceed to issue reports to the Authority on any and all potential criminal activity witnessed and reported by the individual. Finally, such individual shall agree that she or he will not use any force, or otherwise interfere, against or with any person(s) she or he has identified as potentially conducting criminal activity, and shall agree not to intervene or approach any suspected individual, but instead shall agree to alert law enforcement and/or the Authority of the witnessed activity as soon as practicable and as soon as it may be safely done after witnessing the activity.
23. To authorize and conduct inspections of all SRHA property, including emergency inspections upon a reasonable belief that exigent circumstances exist for the emergency inspection and that all appropriate due process is given the tenant prior to SRHA personnel begins the physical inspection of the property.
24. To board-up units upon evidence a unit has been abandoned, where health and safety concerns require that people be denied access to the unit until the concerns have abated, and/or upon a tenant/homebuyer permanently vacating a unit and boarding the unit is appropriate to protect the property of the tenant/homebuyer and/or the Authority. Provided that, prior to boarding-up a unit, the Authority shall ensure the tenant/homebuyer's due process rights have been protected, either by (1) following procedures adopted by policy of the Authority which permits the homebuyer to receive reasonable notice of the proposed boarding and the opportunity for the homebuyer to prevent boarding of the unit by formally asserting they have not abandoned or vacated the unit, or (2) filing with the Tribal Court an emergency petition to board up a unit, which shall be granted if it shown that excluding persons from the unit is necessary to prevent – or will greatly reduce the threat of - injury to person or property.

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

17-108. 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 on which the principal and interest are payable: (a) 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 a project; (b) exclusively from the income and revenues of certain designated project whether or not they were financed in whole or in part with the proceeds of such obligations; or (c) from its revenue generally. Any of 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 of the authority 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 purpose and governmental purpose and to be public instrumentalities and together with interest thereon and income there from, shall be exempt from taxes imposed by the Tribe. The tax exemption provisions of this Chapter shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this chapter and without necessity of being restated in the obligations, a contract between (a) the Authority, and (b) the holders of obligations and each of them, including all transferees of the obligations from time to time.
- (e) Obligations shall be issued and sold in the following manner:
 - 1. Obligations of the Authority shall be authorized by a resolution adopted by the vote of a majority of the full Board and may be issued in one or more states.
 - 2. The obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be

payable in such medium of payment and at such places, and be subject to such terms of redemption with or without premium, as such resolution may provide.

3. The obligations may be sold at public or private sale at not less than par.
 4. In case any of the Commissioners of the Authority whose signatures appears on any obligations cease to be Commissioners before the delivery of such obligations, the signature shall, nevertheless, be valid and sufficient for all purposes, the same as if the commissioners 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 Chapter shall be conclusively deemed to have been issued for such purpose, and the project for which such obligation was issued shall be conclusively deemed to have been planned, located, and carried out in accordance with the purposes and provisions of this Chapter.
- (g) 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 of this Chapter, may:
1. Pledge all or any part of its gross or net rents, fees, or revenues to which its' right then exists or may thereafter come into existence.
 2. Provide for the powers and duties of obliges and limit their liabilities; and provide the terms and conditions on which such obliges may enforce any covenant or rights securing or relating to the obligations.
 3. Covenant against pledging all or any part of its rents, fees, and revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenue or property.
 4. Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof.
 5. Covenant as to what other or additional debts or obligations may be incurred by it.
 6. 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.
 7. Provide for the replacement of lost, destroyed or mutilated obligations.

8. Covenant against extending the time for the payment of its obligations or interest thereon.
9. Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof.
10. Covenant concerning the rents and fees to be charged in the operation of the 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.
11. 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.
12. 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.
13. 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.
14. Covenant as to the rights, liabilities, powers, and duties arising upon the breach by it of any covenant, condition, or obligation.
15. 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.
16. Vest in any obliges or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations.
17. Exercise all or any part or combination of the powers granted in this section.
18. Make covenants other than and in addition to the covenants expressly authorized in this section, or like or different character.
19. 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 through the covenants, acts or things are not enumerated in this section.

17-109. Miscellaneous Provisions.

- (a) The Authority shall submit an annual report, signed by the Chairman of the Board, to the Council showing (a) a summary of the year's activities, (b) the financial condition of 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 Council shall deem pertinent.
- (b) During his 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 discloses his 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 has any such interest. If any Commissioner, officer, or employee of the Authority involuntarily acquires any such interest prior to appointment or employment as a Commissioner, officer, or employee, the Commissioner, officer, or employee in such event shall immediately disclose his interest in writing to the Authority, and such disclosure shall be 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 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 Section 17-105(a)(4).
- (c) Each project developed or operated under contract providing for Federal 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.
- (d) The Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage for its officer, agents, or employees handling cash or authorized to sign check or certify vouchers.
- (e) The Authority shall not construct or operate any project for profit.
- (f) The property of the Authority is declared to be public property used for the essential public and governmental purposes and such property and the Authority are exempted from all taxes and special assessments of the Tribe.
- (g) All property including funds acquired or held by the Authority pursuant to this Chapter 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, obligation 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 Chapter or the right of the Authority to bring eviction actions in accordance with Section 17-107(c)(12).

- (h) The Authority shall follow the policy followed by the Tribe for the maintenance and disposition of files and records - whether titled the Tribal Records and Files Disposition Manual or otherwise - unless or until the Authority adopts its own policy for its files and records. Until such time as the Authority adopts its own policy for its files and records, its records shall be designated Restricted Records under the Tribal policy.

17-110. Cooperation in Connection with Projects.

- (a) For the purpose of aiding and cooperating in the planning, undertaking, construction or operation of projects, the Tribe hereby agrees that:
- (b) It will not levy or impose any real or personal property taxes or special assessments upon the Authority or any project of the Authority.
- (c) 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 or inhabitants.
- (d) 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 same time safeguarding 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 and protection of such project, and the surrounding territory.
- (e) 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.
- (f) The tribal government herein declares that the powers of the tribal government shall be vigorously utilized to enforce eviction of a tenant or homebuyer for nonpayment or other contract violations including action through the appropriate courts.
- (g) The tribal courts shall have jurisdiction to hear and determine actions for eviction of a tenant or homebuyer. The tribal government hereby declares that the powers of the tribal courts shall be

vigorously utilized to enforce eviction of a tenant or homebuyer for nonpayment, lease violations or contract violations.

(h) Evictions which arise during the winter months as defined in this Title, or where the eviction process begins prior to the winter months but extends into the winter months, shall be governed as follows:

1. Except as provided in subparagraph (2) of this subsection, any such eviction actions may be commenced or proceed during the winter months, but any eviction granted by the tribal court shall be stayed until the next business day which does not fall within the winter months.
2. The provisions of subparagraph (1) of this subsection shall not apply: (i) where the grounds for eviction is a conviction for – or otherwise substantiated conduct constituting – a crime against children, a crime involving drugs, a crime involving a sex offense, or the crime of domestic violence, and (ii) to show cause actions, wherein prior eviction proceedings were commenced and the eviction was stayed pending compliance with the Court’s Order.

(i) The provisions of this Article shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed, or modified without the consent of the Department of Housing and Urban Development, so long as (a) the project is owned by a public body or government 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 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 of governmental agency.

17-111. Approval by Federal Authorities.

(a) With respect to any financial assistance contract between the Authority and the Federal government, the Authority shall obtain the approval of the appropriate federal authorities.

17-112. Severability.

- (a) If any section or provision of this Code is held to be invalid, the remaining sections or provisions of this Code shall remain in full force and effect.

17-113. Repeal of Inconsistent Ordinances.

- (a) All prior inconsistent ordinances or codes or portions thereof relating to Title XVII, Housing Code, Chapter 1, Standing Rock Housing Authority are hereby repealed when this Code is approved and adopted by the Tribal Council.

17-114. Adoption.

- (a) This Title XVII, Housing Code, Chapter 1, Standing Rock Housing Authority of the Standing Rock Sioux Tribe's Code of Justice shall be adopted when approved by resolution by the Standing Rock Sioux Tribal Council. The approval resolution shall be attached hereto.

CHAPTER 2. MINIMUM HOUSING STANDARDS

17-201. Title.

- (a) **Title.** This Chapter shall be known as the standing Rock Sioux Tribe Minimum Standards Housing Code.
- (b) **Statement of Policy.** It is hereby declared that there exists on the Standing Rock Sioux Reservation numerous dwellings which are significantly substandard due to dilapidation, lack of sanitary facilities and maintenance; and that these conditions together with the inadequate provision for light and air, insufficient protection against fire, unsanitary conditions, structural defects, uncleanness, inadequate ingress and egress, inadequate drainage, lack of proper heating, overcrowding of dwellings and dwelling premises, and occupancy of unfit dwellings, render such dwellings unsafe, or unsanitary and dangerous, or detrimental to health and safety, or otherwise inimical to the residents of the Standing Rock Sioux Reservation. It is further declared that the establishment and enforcement of minimum housing standards and the rehabilitation of housing are essential to the public health, safety, and general welfare.
- (c) **Purpose of Chapter.** Commensurate with the economic conditions of the people and the lack of adequate and satisfactory housing, the purpose of this Chapter shall be to protect the public health, safety, and welfare by establishing minimum standards for the use and occupancy of dwellings throughout the Reservation, governing the condition and maintenance of all dwellings and dwelling premises; establishing minimum standards governing utilities and facilities and other physical things and conditions essential to make dwellings safe, sanitary, and fit for human habitation; fixing certain responsibilities and duties of owners, of operators, of occupants of dwelling premises; and fixing the conditions whereby certain dwellings may be declared unfit for occupancy.

- (d) **Applicability to all Dwellings.** Every portion of building or structure, or part thereof, used and occupied for human habitation or intended to be so used, including any appurtenances belonging thereof or usually enjoyed therewith, shall comply with the provisions of this Chapter and with the rules and regulations adopted pursuant thereto. This Chapter establishes minimum standards for the initial and continued occupancy of all dwelling and does not replace or modify standards otherwise established for the construction, repair, or use of buildings or the installation of building equipment.

17-202. Enforcement.

- (a) **Establishment of Tribal Neighborhood Development Agency.** There is hereby created a Tribal Neighborhood Development Agency for the purpose of enforcing the provisions of this Chapter and such other matters as may be appropriately assigned to it.
- (b) **Appointment of a Neighborhood Development Director.** Pursuant to the effective date of this Chapter, the Standing Rock Sioux Tribal Council shall appoint a public officer known as the Neighborhood Development Director who shall be the immediate director of the Tribal Neighborhood Development Agency, and whose responsibilities shall be as follows: First, to implement the statement of policy set forth in Section 17-201(b) of this Chapter; Second, to provide for the enforcement of this Chapter as an effective part of the tribal housing rehabilitation program; Third, to support the enforcement of this Chapter through the development of a workable program to deal with the problem of substandard housing on the reservation; Fourth, to coordinate the program with local district planning commissions and other tribal and Federal departments, commissions, and agencies dealing with housing development and rehabilitation and other related programs, and fifth, to utilize Federal housing aids and financial assistance for housing improvement and neighborhood development. The Neighborhood Development Director or authorized inspector is authorized to investigate the dwelling conditions on the Reservation in order to determine which dwellings do not meet the provisions of this Chapter.
- (c) **Access to Dwellings.** The Neighborhood Development Director, or authorized inspector, is hereby authorized to enter upon premises, after reasonable notice, for the purpose of making code inspections, provided that such entries shall be made in such manner as to cause the least possible inconvenience to the persons in possession.
- (d) **Notice of Violation.** Whenever it appears to the Neighborhood Development Director after inspection that a dwelling does not meet the provisions of this Chapter and is, therefore, substandard, he shall issue to the owner, occupant, and all parties in interest a notice of violation indicating those sections of this Chapter which are in violation. Such notice shall state that a hearing will be held before the Director of his designated agent within thirty (30) days after the serving of said notice.

If, after such notice and hearing, the Director determines that the dwelling under consideration is substandard, he shall issue an order indicating specific improvements or alterations necessary to bring said dwelling into compliance with this Chapter.

The Director shall assist the owner of said dwelling in estimating the cost of necessary improvements or alterations, securing any possible financial assistance for effecting said improvements or alterations, and contracting a source of skilled labor to make said improvements or alterations.

If the Director finds that the cost of bringing said dwelling into compliance with this Chapter is prohibitive, he shall assist the owner in making application to other tribal or Federal agencies dealing with home improvement such that certain improvements or alterations may be made to bring said dwelling into compliance with those priority provisions of this Chapter as determined by the Director.

- (e) **Demolition as Compliance.** Any owner of a building or dwelling receiving a notice of violation or a compliance order stating that such dwelling does not comply with the provisions of this Chapter may demolish such building or dwelling, and such action will be deemed compliance, except that any resulting cellar hold shall be filled to grade and debris cleared. The Neighborhood Development Director shall, upon request of the owner, assist in securing any possible financial assistance for demolition of said structure.
- (f) **Entity Authorized to Hear Grievances Shall Hear Appeals under this Chapter.** Upon the effective date of this Chapter, the entity which is entitled to hear tenant grievances pursuant to this Title shall hear any appeals which are properly raised pursuant to subsection (g) of this Section. In the event this Title does not specify a body which shall hear tenant grievances, such grievances shall be heard by the Standing Rock Housing Authority Board of Commissioners.
- (g) **Right to Petition.** Any person affected by an order issued by the Neighborhood Development Director may, within twenty (20) days of the issuance of said order, petition the entity authorized to hear appeals as designated in Section 17-202(f) of this Chapter, for hearing to be held within sixty (60) days of said order. The entity hearing an appeal shall hear and determine the issues raised and shall enter a final order or decree in the matter.
- (h) **Review of Appeal.** The entity hearing the appeal shall have the power to modify, vacate, and affirm any order issued by the Neighborhood Development Director by majority vote when any person affected by an order issued by the Director petitions the entity hearing the appeal according to the provisions of Section 17-202(g) of this Chapter. The findings of the Director concerning code compliance of the dwelling, cultural considerations, and possible historic preservation shall be the basis for consideration by the entity hearing the appeal.

17-203. Designation of Unfit Dwellings or Dwelling Units.

- (a) **Designation of Unfit Dwellings or Dwelling Units.** A unit is unfit for human habitation if conditions exist in such dwelling or dwelling unit which are dangerous or injurious to the health

or safety of the occupants of such dwelling or dwelling unit, the occupants of neighboring dwellings or dwelling units, or other residents of the Standing Rock Sioux Reservation, or which have a blighting influence on properties in the area. Such conditions may include the following without relationship:

- i. Defects therein, increasing the hazard of fire, accident, or other calamities.
- ii. Lack of adequate ventilation, light, or sanitary facilities.
- iii. Dilapidation
- iv. Disrepair
- v. Structural defects
- vi. Uncleanliness
- vii. Overcrowding
- viii. Inadequate ingress and egress
- ix. Inadequate drainage
- x. Any violation of health, fire, building or zoning regulations, or any violation of any other laws or regulations relating to the use of land and the use and occupancy or buildings and improvements.

Sections 17-204, 17-205, 17-206, 17-208, 17-209 and 17-210 of this Chapter are to be used as additional guides for determining the fitness of a dwelling for human habitation.

17-204. Sanitary Facilities and Plumbing and Drainage.

No person shall occupy as owner-occupant or permit to be occupied by, another any dwelling or dwelling unit which does not comply with the following requirements.

- (a) **Kitchen Sink.** Every dwelling unit shall be provided with a kitchen sink properly connected to an approved water supply and sewage system, all in good working condition.
- (b) **Flush Toilet and lavatory Basin.** Every dwelling shall be supplied within such dwelling unit with a room or compartment which affords privacy to a person therein and shall be equipped with an approved flush toilet and lavatory basin properly connected to an approved water and sewage system, all in good working condition.

- (c) **Bathtub and Shower Bath.** Every dwelling unit shall have supplied within such dwelling a room or compartment which affords privacy to a person therein and shall be equipped with a bathtub or shower bath properly connected to an approved water and sewage system, all in good working condition.
- (d) **Availability of Water and Sewer.** The provisions of Sections 17-204(a) (b) and (c) of this Chapter shall not apply to dwellings which are not served by a water source and septic sewer system and cannot be readily provided with such service.
- (e) **Hot Water.** Every sink and bathing facility required under the provisions of Sections 17-204(a) and (b) of this Chapter shall be properly connected to a hot as well as cold water supply.
- (f) **Impervious Flooring.** The floor surface of every bathroom and toilet room shall be constructed of materials impervious to water; or if not constructed of material impervious to water, it shall be fitted with an approved waterproof floor covering or painted or varnished so as to make the floor impervious to water. All such floors shall be kept in a dry and sanitary condition by the occupant.
- (g) **Garbage and Rubbish Disposal.** Every dwelling shall have adequate disposal facilities or containers approved as to type and location.

17-205. Heating and Refrigeration Equipment.

No person shall occupy as owner-occupant or permit to be occupied by another any dwelling or dwelling unit which does not comply with the following requirements.

- (a) **Heating and Refrigeration Facilities.** Every dwelling unit shall be supplied with either adequate heating facilities or with chimneys or flues sufficient accommodate facilities for the safe and adequate heating of all habitable rooms, bathrooms, and toilet rooms or compartments. Where heating equipment is not supplied by the owner, heating equipment as herein specified shall be provided by the occupant. Heating equipment shall be capable of maintaining a minimum air temperature of seventy (70) degrees Fahrenheit three feet above floor level in all habitable rooms, bathrooms, and toilet rooms or compartments during the lowest temperature experienced in the area. Doors, windows, and other parts of the dwelling shall be constructed and maintained so as to prevent abnormal heat loss.
- (b) **Water Heating Facilities.** Every dwelling shall be supplied with water heating facilities capable of heating water so as to permit water at a temperature of not less than one hundred and twenty (120) degrees Fahrenheit at every sink, bathtub or shower. Such water heating facilities shall be capable of meeting the requirements of this section, whether or not the heating facilities required under Section 17-205(a) of this Chapter are in operation, and shall be of sufficient volume to provide adequate hot water for the occupants residing therein.

- (c) **Heating Equipment.** All heating equipment burning solid fuels shall be rigidly connected to a chimney or flue and all heating equipment burning liquid or gaseous fuels shall be rigidly connected to a chimney or flue and a supply line.
- (d) **Refrigerated Storage Space.** In every dwelling unit where perishable foods are kept, refrigerated space for their storage shall be provided by the occupant if not provided by the owner.
- (e) **Cooking Equipment.** Every piece of cooking equipment shall be so constructed and installed so that it will function safely and effectively and shall be maintained by the owner thereof. Cooking equipment burning solid fuel shall be rigidly connected to a chimney or flue and cooking equipment burning liquid fuel or gaseous fuel shall be rigidly connected to the supply line.

17-206. Lighting and Ventilation.

No person shall occupy as owner-occupant or permit to be occupied by another any dwelling or dwelling unit which does not comply with the following requirements.

- (a) **Window Area.** Every habitable room shall have at least one window facing directly to the outdoors. The minimum aggregate glass area available for unobstructed light for every habitable room shall be no less than considered adequate and reasonable as compared to the floor space of the room.
- (b) **Operable Window Area.** Every habitable room shall have at least one operable window which can easily be opened, or shall have such other device as will adequately ventilate the room.
- (c) **Bathroom Light and Ventilation.** Every bathroom and toilet room or compartment shall comply with the light and ventilation requirements for habitable rooms contained in Section 17-206(a) and (b) of this Chapter.
- (d) **Screening of Vents.** All exterior doors used for ingress and egress from a dwelling unit directly to or from outdoor space shall be provided either with a self-closing device or self-closing screen door, and every window of every habitable room, bathroom, and toilet room or compartment and every other window and opening used for ventilation shall be equipped with approved screening which shall be provided by the owner.
- (e) **Basement Ventilation.** Every cellar and basement shall have at least two vents or windows opening directly to the outside air sufficient to prevent mildew or structural deterioration, and properly equipped with approved screening.

17-207. Electrical Facilities.

No person shall occupy as owner-occupant or permit to be occupied by another any dwelling or dwelling unit which does not comply with the following requirements.

- (a) **Electrical Service.** Every dwelling unit shall be supplied with electrical service adequate to serve all electrical fixtures and devices which meet the requirements of this Chapter.
- (b) **Electrical Fixtures.** Every habitable room shall be provided with at least two separate electrical convenience outlets in addition to provisions for adequate lighting. Every bathroom, toilet room or compartment, cellar, stairway and utility room shall be supplied with at least one electrical light fixture with easily accessible switching means. Every such outlet and fixture shall be properly installed, shall be properly maintained in good and safe working condition and shall be properly connected to the source of electrical power.
- (c) **Availability of Electrical Power.** The provisions of Sections 17-207 and (b) of this Chapter shall not apply to dwellings which are not served by an adequate source of electrical power and cannot be readily provided with such service.

17-208. Dwelling Space, Use and Access

No person shall occupy as owner-occupant or permit to be occupied by another any dwelling or dwelling unit which does not comply with the following requirements.

- (a) **Overcrowding.** Every dwelling unit shall be of sufficient size as to adequately accommodate its occupants.
 - A one-bedroom dwelling shall not exceed three occupants. A two-bedroom dwelling shall not exceed six occupants.
 - A three-bedroom dwelling shall not exceed nine occupants.
 - Every room occupied for sleeping purposes by one occupant shall contain at least seventy (70) square feet of floor space and
 - Every room occupied for sleeping purposes by more than one person shall contain at least thirty (30) square feet floor space for each occupant thereof.
- (b) **Ceiling Height.** At least one-half of the minimum required floor space of every habitable room shall have a ceiling height of at least seven (7) feet.
- (c) **Cellar and Basement Occupancy.** No cellar or basement shall be as a habitable room or dwelling unit except as a workshop or recreation room unless it shall comply with the requirements herein,

and unless reasonable precaution has been taken to prevent leakage and proper drainage is provided away from the building.

- (d) **Means of Egress.** Every dwelling unit shall be provided with approved, safe, and unobstructed means of egress, and shall comply with the applicable provisions of Chapters 4, 5, 6, 7, 8, 9, and 10 of this Title.

17-209. Safe and Sanitary Maintenance.

No person shall occupy as owner-occupant or permit to be occupied by another any dwelling or dwelling unit which does not comply with the following requirements.

- (a) **Structural Elements.** Every foundation shall adequately support dwelling structures at all points and shall be free of holes and wide cracks. Every floor, exterior wall and roof shall be free of holes, wide cracks, and loose protruding and rotting boards or any other condition which may admit moisture, or rodents, or which might constitute a hazard to health or safety. All exposed surfaces which have been adversely affected by exposure or other cause shall be repaired and coated, treated and sealed, so as to protect them from serious deterioration. Every interior wall and ceiling shall be free from holes and large cracks, loose plaster, defective materials, or serious damage. Interior walls and all protective materials thereon shall be properly maintained and easily cleanable.
- (b) **Windows and Doors.** Every window, exterior door, and bulkhead shall be reasonably weather tight, watertight, and rodent proof; and be kept in sound working condition and good repair. Every exterior door shall be provided with a safe lock.
- (c) **Stairways and porches.** Every stairway and porch shall be constructed and maintained in safe condition and in good repair.
- (d) **Supplied Facilities.** Every supplied facility, piece of equipment, or utility, which is required under the provision of this Chapter, shall be so designed, constructed, and installed so that it will function safely and effectively, and shall be maintained in safe and sanitary working condition.
- (e) **Plumbing facilities.** Every plumbing fixture, and water supply and sewer line shall be properly installed according to the Plumbing Code, Chapter 6 of this Title, and maintained in safe and sanitary working condition, free from defects, leaks and obstructions.
- (f) **Infestation.** Every dwelling unit shall be free from infestation from rodents.
- (g) **Dwelling Premises Accessory Structures.** All dwelling premises and accessory structures shall be maintained in good repair and sanitary conditions.

- (h) **Yard Maintenance.** It shall be the responsibility of every dwelling unit occupant to comply with Chapter 9 of this Title.

17-210. Responsibilities of Owner, Operators and Occupants

The following provisions shall pertain to the responsibilities of owners, operators, and occupants of dwelling and their premises.

- (a) **Maintenance of Private Spaces.** Every occupant of a dwelling or dwelling unit shall keep in a clean and sanitary condition that part of a dwelling, dwelling unit, and dwelling premises thereof which he occupies and controls.
- (b) **Maintenance of Public Spaces.** Every owner of a multiple dwelling shall be responsible for maintenance in a clean and sanitary condition the common areas of the dwelling and premises thereof. Occupants of two and three family dwellings shall share the responsibility of maintaining in a clean and sanitary condition the common areas of the dwelling and the dwelling premises thereof.
- (c) **Provision of Disposal Facilities.** Every owner of a multiple dwelling shall supply on the premises such rubbish and garbage disposal facilities and storage containers for such dwelling and shall maintain such facilities in good repair and sanitary condition, and shall provide for the proper collection and removal of their contents. Occupants of one, two, and three family dwellings shall provide preparation for such facilities, containers, maintenance, collection and removal for their own dwelling units.
- (d) **Use of Screens.** Every occupant of a dwelling or dwelling unit shall be responsible for the use of all screens whenever the same are required under the provisions of Section 17-206(d) of this Chapter. If occupant does not comply, the responsibility devolves upon the owner.
- (e) **Extermination.** Every occupant of a dwelling containing a single dwelling unit shall be responsible for the extermination of any rodents, vermin, or other pests therein or on the premises; and every occupant of a dwelling unit in a dwelling containing more than one dwelling unit shall be responsible for such extermination whenever his dwelling unit is the only one infested; except that whenever such infestation is caused by the failure of the owner to carry out the provisions of this Chapter, extermination shall be the responsibility of the owner.
- (f) **Maintenance of Plumbing and Equipment.** Every occupant of a dwelling unit shall be responsible for the exercise of proper care and cleanliness in the use and operation of all plumbing fixtures, sanitary facilities, appliances, and equipment therein.
- (g) **Discontinuance of Utilities.** No owner, operator, or occupant shall cause any service, facility, equipment, or utility, which is required to be supplied by the provisions of this Chapter, to be removed from or shut off from or discontinued for any occupied dwelling, or dwelling unit, except

for such temporary interruptions as may be necessary when actual repair or alterations are being expeditiously made, or during other temporary emergencies.

- (h) **Occupancy of Vacant Units.** No person shall occupy as owner-occupant or permit to be occupied by another, any vacant dwelling or dwelling unit unless or until it is in full compliance with all provisions of this Chapter and the rules and regulations adopted pursuant thereto.
- (i) **Supplied Heat.** Every owner or operator of a dwelling who permits to be occupied any dwelling unit therein under an agreement, express or implied, to supply or furnish heat to the occupant thereof, shall maintain therein a minimum air temperature level of not less than seventy (70) degrees Fahrenheit at an outside temperature of ten (10) degrees above the lowest recordable temperature during the previous ten-year period. Whenever a dwelling is heated by means of a central heating facility or other heating apparatus under the control of the owner or operator of the dwelling, such owner or operator in the absence of a written contract or agreement to the contrary, shall be deemed to have contracted, undertaken or bound himself to furnish heat in accordance with the provisions of this section. The provisions of this section shall not apply where the failure to maintain such an air temperature level is due to a general shortage of fuel, or any negligent or malicious act of the occupant, or while repairs are being expeditiously made to the heating equipment, or any cause beyond the control of the owner or operator.

17-211. Conflict – Severability – Effective Date

- (a) **Applicability of Standing Rock Code.** Whenever the provisions of this Chapter require the construction, installation, alteration, or repair of a dwelling or of its facilities, utilities, or equipment, the required work shall be done in fully compliance with the applicable provisions of Chapter 3, 4, 5, 6, 7, 8, 9, and 10 of this Title, except as provided in Subsection (b) below.
- (b) **Conflict of Ordinances.** In any cases where a provision of this Chapter or any regulation adopted pursuant thereto is found to be in conflict with a provision of any zoning, building, fire safety or health provisions of this Title, or any regulation adopted pursuant thereto, or any other ordinance, or code, or regulation of the Standing Rock Sioux Tribe, the provision which the higher standard for the promotion of health and safety of the people shall prevail.
- (c) **Shift of Responsibilities Between Owner, Operator, and Occupant.** Nothing in this Chapter shall prevent an owner, operator, or occupant from shifting the responsibility of the one to the, provided that the primary and final responsibility in every case shall remain upon the person therein designated.
- (d) **Severability.** If any section, article, paragraph, or provisions of this Chapter should be held invalid for any reason whatsoever, such invalidity shall not affect the remaining portions of this Chapter, which shall remain in full force and effect, and to this end, the provisions of this Chapter are declared to be severable.

- (e) **Effective Date.** The provisions of this Chapter shall be effect in an area of the Standing Rock Reservation so designated by the Standing Rock Sioux Tribal Council within eighteen (18) months following the effective date of this Chapter, and shall be enforced in this area and in subsequent designated areas such that the entire Standing Rock Reservation shall be brought into compliance with this Chapter within six (6) years following the effective date of this Chapter.

17-212. Definitions

Purpose. Definitions in this section are included to provide a basis of understanding of these terms, phrases, and their derivatives wherever used in this Chapter.

(a) Definitions.

- i. **“Approved”** shall mean as defined and specified by the Director in regulations adopted pursuant to the provisions of this Chapter.
- ii. **“Basement”** shall mean that story of a building or dwelling locate substantially below the existing grade but having more that half its clear floor-to-ceiling height below the average grade of the adjoining ground, as measured from finished floor to finishing ceiling.
- iii. **“Director”** shall mean the Neighborhood Development Director.
- iv. **“Dwelling”** shall mean any building, or structure, or part thereof used and occupied for human habitation or intended to be so used and includes any appurtenances belonging thereto or usually enjoyed therewith.
- v. **“Dwelling Premises”** shall mean the land and auxiliary buildings thereon used or intended to be used in connection with the dwelling.
- vi. **“Dwelling Unit”** shall mean any room or group of rooms within a dwelling and forming a single and separate habitable unit with facilities which are used or intended to be used for living, sleeping, regular cooking, and eating.
- vii. **“Floor Space”** shall mean the horizontally projected floor area inside of and between exterior walls or partitions or any combination thereof, as measured within a habitable room exclusive of that portion of the habitable room which does not have ceiling height at least four feet.
- viii. **“Foundation”** shall mean construction, below or partly below grade, which provides support for exterior walls or other structural parts of the building.
- ix. **“Garbage”** shall mean all combustible refuse.

- x. **“Habitable Room”** shall mean a room or enclosed floor space used or intended to be used for living, sleeping, cooking, or eating purposes, and excluding bathroom, toilets, or compartments, laundries, pantries, foyers, or communicating corridors, closets, and storage spaces.
- xi. **“Infestation”** shall mean the presence, within or around dwelling, or dwelling premises, of rodents, vermin or other pests.
- xii. **“Occupant”** shall mean any person over one (1) year of age, living, sleeping, cooking or eating in, or having actual possession of a dwelling unit or rooming unit.
- xiii. **“Operator”** shall mean any person who has charge, care or control of multiple dwelling or rooming house, in which dwelling units or rooming units are let or offered for occupancy.
- xiv. **“Owner”** shall mean any person who, along, jointly, severally or jointly and severally with others.
 - a. shall have legal or record title to any dwelling or dwelling premises, or
 - b. shall have charge, care or control of any dwelling or dwelling premises as agent of the owner, executor, administrator, trustee or guardian of the estates of the owner.
- xv. **“Person”** shall mean an individual, firm, partnership, corporation, company, association, joint stock association, or body politic; and shall include any trustee, receiver, assignee, or other person acting in a similar representative capacity.
- xvi. **“Plumbing”** shall mean and include all of the following supplied facilities, equipment, and devices: gas pipes, water pipes, toilets, lavatories, sinks, laundry tubs, installed dishwashers, garbage disposal units, installed clothes-washing machines, catch basins, wash basins, bathtubs, shower baths, waste and sewer pipes, cesspools, septic tanks, drains, vents, traps and any other gas burning or water using fixtures and appliances together with all connections to water, waste and sewer, or gas pipes.
- xvii. **“Priority”** shall mean that having clearly higher importance.
- xviii. **“Property”** shall mean as defined or specified herein or in rules and regulations adopted thereto; or when not so defined or specified, in accordance with the applicable ordinances of the Standing Rock Sioux Tribe.
- xix. **“Rehabilitation”** the restoration of a re-usable single or group of structures which overcomes deterioration and provides a satisfactorily improved physical condition for residential purposes.

- xx. **“Rubbish”** shall mean any non-combustible refuse.
- xxi. **“Shall”** indicates a requirement.
- xxii. **Should** indicates minimum good practice but is not mandatory.
- xxiii. **“Substandard”** shall mean a condition which does not meet the provisions of this Chapter.
- xxiv. **“Supply”** shall mean paid for, furnished by, or provided by the owner or operator.
- xxv. **“Ventilation”** –
 - (a) **Mechanical.** Supply and removal of air by power-driven devices.
 - (b) **Natural.** Ventilation by openings to outside air through windows, doors, or other openings.

CHAPTER 3. ZONING

17-301. Mapping

The communities shall be mapped to indicate the zones for residential, industrial, commercial, recreational and disposal areas.

17-302. Residential

- (a) The only types of buildings that can be constructed in the residential area are for human occupancy, community or recreation center, and churches.
 - 1. Separate areas within the residential district shall be designated as mobile home sites.
 - 2. No home in the residential area shall be built on a lot of less than 5,000 square feet, and no closer than 20 feet from the front of the lot.

17-303. Commercial

No building or structure shall be erected in the commercial area except structures used in connection with any profession or retail trade.

17-304. Industrial

No building or structure shall be erected in the industrial area except for factories, storage warehouses, slaughter houses, lumber yards and similar businesses.

17-305. Recreational

Land in recreational area shall be reserved exclusively for recreational uses including parks, playgrounds, recreational buildings and campsites, and outdoor dance and fair grounds.

17-306. Disposal Area

No buildings or structures may be constructed on a disposal area except as required for the sanitary disposal of garbage, trash, junk and other waste products.

CHAPTER 4. GENERAL STRUCTURAL REQUIREMENTS FOR NEW AND MAJOR IMPROVEMENT ALTERATIONS AND ADDITIONS

17-401. Applicability

Any dwelling which is hereafter constructed or subject to a major improvement alteration or addition shall meet the general structural requirements.

17-402. Objective

The objective of structural requirements is to obtain a well built and durable dwelling which provides weather resistant shelter.

17-403. Moisture and Weather

All portions of the structure subjected to exterior exposure shall be of such materials and be so constructed as to prevent the entrance or penetration of moisture and weather.

17-404. Footing

- (a) Footing shall be designed for proper distribution of superimposed loads.
- (b) The materials used for footings shall be poured concrete, with necessary horizontal and vertical reinforcement steel bare installed.

- (c) Thickness of footings shall be determined in accordance with sound engineering practices, and in all cases not less than six inches thick.
- (d) Footing projection on each side of foundation wall or chimney shall be determined in accordance with sound engineering practice and in no case shall the projection be less than one half of the wall thickness.

17-405. Foundation Walls

- (a) Walls supporting frame construction shall extend not less than 8 inches above outside adjoining finish frame and be exposed no less than 6 inches.
- (b) The material used for foundation walls shall be poured concrete or masonry block properly reinforced with steel.
- (c) Poured concrete walls shall be of minimum thickness of 6 inches without basement and 8 inches with basement. This is one story frame buildings.

17-406. Wood Construction – Sills

- (a) Sills shall be anchored to foundation as follows:
 - 1. Masonry – ½ inch by 12 inch bolts.
 - 2. Poured Concrete – ½ inch by inch bolts.
 - 3. Spacing of anchor bolts shall not exceed 8 feet, and at least two bolts on each sill piece
 - 4. One standard nut and washer shall be installed on each bolt.

17-407. Floor Joists

- (a) The minimum size of floor joists for a dwelling 16 feet or less in width, without a basement, shall be 2"x6" with a center support of masonry or poured concrete. Maximum spacing, center to center shall be 24 inches.
- (b) The minimum size of floor joists for a dwelling 16 feet or less with a basement shall be 2"x8".
- (c) The minimum size of floor joists for dwellings more than 16 feet in width, without basement, shall be 2"x8" with a center support of masonry or poured concrete.

- (d) Dwellings with a basement which exceed 16 feet in width shall be provided with a girder to support the floor joists.
- (e) In all cases, spans shall not exceed recommended widths for type of material used.
- (f) Cross bridging of either solid or 1"x3" shall be installed at the center of the span on joists exceeding 8 feet of unsupported length.

17-408. Sub-Floor

- (a) Each board of sub-floor shall have bearings on at least two joists. Minimum thickness of sub-floor boards shall be 25/32 inch and maximum width 8 inches. Sub-flooring to be placed across or diagonally to the direction of the finished flooring.
- (b) Plywood used for sub-flooring shall have a minimum thickness of ½ inch. Plywood used for leveling purpose over other sub-floor shall have a minimum thickness of ¼ inch.

14-409. Studs – Braces

- (a) Minimum size shall be 2"x4".
- (b) Maximum spacing shall be 24 inches from center to center.
- (c) Fire stops shall be installed when needed.
- (d) Studs shall be continuous lengths without splicing.
- (e) Corner posts shall not be less than three 2"x4"s set to receive interior finish. Braces shall be installed at all external corners except as follows:
 - 1. If wood sheathing boards are applied diagonally, or
 - 2. If plywood sheathing (4'x8' sheets) is nailed with 6d nails, 6 inches on center on all edges and one foot on center at intermediate bearings.
- (f) Corner braces shall be installed as follows: Use 1x4's set into outside face of studs, corner posts, sill and plate, set 45° extended from bottom of sill to top of plate.

17-410. Window and Door Openings

Inner studs on jambs shall extend in one piece from header to bearing and shall be nailed to outer stud.

17-411. Plates

- (a) Top plates shall be of 2"x4" material doubled. Plate members shall be lapped at corners and intersecting partitions; when plates are cut for piping or duct work, steel angle ties for plate and bearing for ceiling joists shall be installed.
- (b) Sole plate shall be 2 inches minimum thickness and studs shall bear on sole plate on top of sub-floor.

17-412. Partition Framing

- (a) Studs shall be continuous in length without splicing.
- (b) Corner studs shall be framed to receive interior finish.
- (c) Top plates shall be 4 inches minimum thickness, sole plates 2 inches minimum.
- (d) Top plate shall be attached to outside walls and on bearing partitions.

17-413. Outside Wall Sheathing

- (a) Minimum thickness of wall sheathing shall be 25/32 inch.
- (b) Joints shall be over center of studs and each board shall bear on at least two studs.
- (c) When plywood is used for sheathing, the minimum thickness shall be 3/8 inch interior plywood.

17-414. Roof Sheathing

- (a) Minimum thickness of roof sheathing shall be 25/32 inch; maximum width of boards shall be 8 inches.
- (b) When plywood sheathing is used the minimum thickness shall be 5/8 inch.

17-415. Wood Siding

Acceptable siding grades shall be commensurate with quality and class of dwelling.

17-416. Stucco

Acceptable materials for stucco finish are expanded metal lath, woven wire fabric or welded wire fabric. A metal lath, mesh or fabric shall be held at least ¼ inch away from sheathing.

17-417. Roof Covering

Roof covering may be asphalt or wood shingles.

- (a) Asphalt shingle shall be applied and nailed in accordance with the recommendations of the manufacturer.
- (b) Wood shingles shall be edge grain, tapered shingles No. 1 grade.

17-418. Chimney

- (a) Chimneys shall be brick, tile, steel or prefabricated and shall be constructed of sufficient size to meet the needs of the heating plant. Steel or prefabricated chimneys shall bear underwriters' laboratory seal of approval.
- (b) Under no circumstances will homeowners be allowed to use a stove pipe for chimney

17-419. Preservation

Adequate precautions shall be taken to properly protect materials and construction from damage by ordinary use, decay and corrosion.

**CHAPTER 5. BUILDING DESIGN STANDARDS FOR NEW HOMES AND MAJOR IMPROVEMENT
ALTERATIONS AND ADDITIONS**

17-501. Light and Ventilation

- (a) The objective of light and ventilation requirements is to insure satisfactory healthful living conditions by providing natural light and ventilation in sufficient volume, proportioned to the size and intended use of rooms. Minimum requirements for habitual rooms shall be:
 - 1. Total glass area: 10% of total floor area of room.
 - 2. Ventilating area:
 - a. Four percent of floor area of room with no exterior door.
 - b. Two percent of floor area of room with an exterior door.

17-502. Space Requirement

- (a) The minimum floor space for a family shall be 150 square feet for the first person and an additional 100 square feet for each additional person; this space is not to include a bathroom.
- (b) Ceiling height should not be less than 7 feet 6 inches.

CHAPTER 6. PLUMBING

17-601. Installation and Alteration

All Plumbing installations or major alterations of \$100.00 or more of the existing plumbing installation shall be made only by a duly qualified plumber and executed in a safe, neat and workmanlike manner.

17-602. Water Supply Approval

Water supply shall be approved by the Public Health Service.

17-603. Design Approval

The sewage disposal system shall be of a design approved by the Public Health Service.

17-604. Materials

- (a) Materials shall be new and durable.
- (b) Size of the pipe shall be adequate in relation to the fixture served.
- (c) Hot water heaters to be not less than 30 gallon in capacity, and shall be equipped with a safety pressure and temperature valve installed not more than 8 inches above the top of the water heater.

17-605. Installation

- (a) All piping and drains shall be installed without damage to structural members and in a safe, sanitary and workmanlike manner.
- (b) All piping drains shall be properly sloped and protected against freezing

(c) Cross connections between drinking water supply and supplies not intended for drinking shall be not be permitted.

(d) All fixtures shall be vented with not less than 3" pipe for toilets, 2" pipe for sinks, bathtubs or showers, and all vents not less than 5 feet from the fixture to be vested.

17-606. Exterior Water Lines

Water service line shall be laid in solid ground, below the frost line. Water service line may be laid in same trench as sewer line, providing water line is not less than one foot higher than the sewer line and laid to one side on a solid ledge of ground.

17-607. Exterior Sewage Lines

Sewage disposal pipe shall be laid with barrel on solid ground, with an excavated bell hold for each joint. Joints shall be water tight and where necessary protected against penetration by roots of shrubbery or trees.

17-608. Maintenance

All water and sewage disposal facilities shall be maintained in a safe and sanitary condition.

17-609. Items Not Covered

All items not covered herein shall be governed by the minimum standards established by the current edition of the National Plumbing Code.

CHAPTER 7. ELECTRICAL INSTALLATION

17-701. Installation and Alterations

All electrical installations or major alterations of \$100.00 or more of the existing electrical installation shall be made only by duly qualified electrician and executed in a sage, neat and workmanlike manner.

17-702. Minimum Service Standards

(a) One circuit for each 200 feet of floor area, minimum of three per dwelling unit, with provision for at least one additional future circuit.

- (b) Ceiling fixtures in kitchen, halls, dining room, bedroom, and as necessary in closets, attic and basements.
- (c) An outside fixture at each entrance and porch.
- (d) Convenience outlets in each room, with the minimum of 3 in the living room, 2 in the kitchen and dining room, and 2 in each other habitable room.
- (e) Special outlets, when required, for special equipment such as range, dryer and washer.
- (f) Wall fixture in bathroom.

17-703. Convenience Standards

- (a) Each ceiling fixture shall be controlled by a wall switch.
- (b) Each bathroom fixture shall be controlled by a walk switch, not readily accessible from shower or tub.
- (c) Switches shall not be placed behind doors.
- (d) Exterior fixtures shall be controlled by wall switches inside in the entrance doors.

17-704. Utility Company Regulations Apply

All installations and major alterations shall comply with the regulations of the utility company supplying the service.

17-705. Maintenance of Service and Fixtures

All service and fixtures subject to this Chapter shall be maintained at all times in good working order and repair.

CHAPTER 8. RURAL AREA SANITARY FACILITIES

17-801. Outside Toilets

- (a) The construction of outside toilets should be standardized and constructed to meet Public Health Service sanitary standards.

(b) Outside toilets should be painted as well as other buildings to present a neat looking appearance.

17-802. Garbage Pits and Incinerators

(a) Rural residents should construct and use garbage and disposal pits that meet the sanitary standards of the Public Health Service.

(b) Approved incinerators should be used for burning of paper, etc.

CHAPTER 9. YARD MAINTENANCE

17-901. Maintenance

The lots in any area on which any building is located shall be maintained in a neat and tidy condition. Trash, junk, garbage and debris shall not be allowed to accumulate. Inoperative automobiles shall be promptly removed.

17-902. Lawns and Plants

To the extent practical, all homeowners shall encourage the growth of grass, trees, flowers, and shrubs by planting and watering their lawns and plants.

CHAPTER 10. FIRE PREVENTION

17-1001. Application

The provisions of this Chapter shall apply equally to new and existing conditions except that existing conditions not in strict compliance with the terms of this Chapter shall be permitted to continue where the exceptions do not constitute a distinct hazard to life or property in the opinion of the Code Supervisor.

Whenever the Code Supervisor shall find any buildings or upon any premises dangerous or hazardous conditions or materials he shall order such dangerous conditions or materials to be removed or remedied. Examples are listed below:

(a) Dangerous or unlawful amounts of combustible or explosive or otherwise hazardous materials.

(b) The hazardous conditions arising from defective or improperly installed equipment for handling or using combustible or explosive or otherwise hazardous materials.

(c) Dangerous accumulations of rubbish, wastepaper, boxes or other highly flammable materials.

- (d) Obstructions to or on fire escapes, stairs, passage ways, doors or windows liable to interfere with the fire fighting or exist of occupants in case of fire.
- (e) Any building or other structure which for the want of repairs, lack of adequate exit facilities, or by reason of age or dilapidated conditions or for any other cause creating a hazardous condition.

17-1002. Service of Orders

The service of orders for correction of violation of this Chapter shall be made upon the owner, occupant or other person responsible for the conditions by delivery of a copy of the order to such persons, or by leaving it with any person in charge of the premises, or by affixing a copy of the order in a conspicuous place on the door to the entrance of such premises, or by sending a copy by registered mail to the owner's last known post office address.

If the building or premises are owned by one person or occupied by another by lease or otherwise, the order issued in connection with the enforcing of this Chapter shall apply to the occupant thereof, except where the rules or orders require making the additions or changes to the premises themselves, such as would immediately become real estate and become property of the owner of the premises. In such cases the rules in effect shall affect the owner and not the occupant unless it is otherwise agreed between the owner and the occupant.

17-1003. Enforcement and Sanctions

Any person who shall violate any of the provisions of the Chapter hereby adopted or fail to comply therewith any order made there under by the Code Supervisor shall be charged before the Standing Rock Tribal Court within ten (10) days for each and every such violation and non-compliance, respectively, and shall be guilty of a misdemeanor punishable by a fine of not less than ten (\$10.00) dollars and not more than one hundred (\$100.00) dollars or by imprisonment of not less than five (5) days not more than twenty (20) days, or by both such fine and imprisonment. The imposition of one penalty for any violation shall not excuse the violation nor permit it to continue; and all such person such be required to correct or remedy such violations or defects within a reasonable time; and when not otherwise specified, each ten (10) days that the prohibited conditions shall be maintained shall constitute a separate offense.

The application of the above penalties shall not be held to prevent the enforced removal of the prohibited conditions through court orders issued by the Standing Rock Tribal Court.

17-1004. Regulations

- (a) All doors and fire escapes in public buildings shall open to the outside, be kept clear and unlocked at all times when the building is occupied. There shall be a minimum of two (2) exits from all parts of public buildings.
- (b) All public buildings must contain fire extinguishers approved by the National Board of Fire Underwriters. There shall be at least one fire extinguisher for every 2,500 square feet of floor space. Fire extinguishers shall not be of a type which contains materials which are toxic when vaporized.
- (c) All gasoline containers and pipe lines shall be painted bright red and labeled or tagged "Gasoline."
- (d) All containers and exterior fuel tanks or pipelines containing kerosene or fuel oil must be painted aluminum and tagged or labeled accordingly.
- (e) No vehicle shall be parked unattended within fifteen (15) feet of a fire hydrant or entrance to a fire station.
- (f) When a building has been damaged by fire to an extent of 50 percent of its evaluation, it shall be torn down and removed.
- (g) The practice of using long extension cords, double and triple sockets, and other makeshift arrangements is dangerous and shall be avoided.
- (h) Any gas cooking stoves or space heaters which involve the possibility of partial combustion must be provided with adequate flue openings to the outside air.
- (i) Installation of L.P. Gas Appliances.
 - 1. All portable containers containing low pressure gas such as propane or butane which are used for cooking or heating must be located outside of the building, securely fastened in an upright position, and equipped with a pressure regulator and a shut off valve.
 - 2. Pressure regulator shall be located below the pipe entrance into the building.
 - 3. Piping
 - a. New seamless copper pipe, testing not less than 125 pounds per square inch of not less than one half inch in diameter or new black steel pipe of not less than three fourths inch in diameter with new fittings properly sealed and tightened.
 - b. All bends in copper pipe shall be made with a copper pipe bending tool.
 - c. An approved L.P. Gas shut off valve shall be used to each gas consuming appliance.

4. No inside piping shall be installed in any wall, ceiling or any inaccessible area.
 5. All horizontal and vertical pipe runs shall be supported by hangers or suitable clamps.
 6. No gas fired appliance shall be installed closer than six (6) inches to any combustible materials.
- (j) Controlled burning of buildings, stubble, grass, brush, etc. will be accomplished only after proper coordination with the local fire control organizations.
 - (k) Burning of trash and other debris will be done only in approved incinerators or containers.
 - (l) Residences and their premises shall at all times be kept free from accumulations of trash and debris which are likely to cause fire hazards such as old papers, magazines and rags.
 - (m) Flammable liquids such as paints, varnishes, thinners, gasoline, and kerosene shall not be stored in residences.
 - (n) Dust cloths and oil soaked rags should be stored in air tight metal containers.
 - (o) Matches shall be stored out of the reach of children and in containers with a closed top
 - (p) Ashes from coal or wood stoves shall be removed regularly and deposited where they will not constitute a hazard.

CHAPTER 11. ADMINISTRATION AND ENFORCEMENT OF CHAPTERS 3 – 10

17-1101. Purpose and Policy

- (a) **Purpose.** The purpose of this Chapter is to provide fair and efficient means of enforcing the various zoning, building, plumbing, electrical, rural area sanitation, yard maintenance, and fire prevention chapters which have been adopted for the Standing Rock Reservation.
- (b) **Compliance Policy.** It shall be the duty of the persons charged with the administration of this Chapter to attempt at all times to attain compliance with the various codes through education, explanation and persuasion. Every effort will be made to have people understand that fair code enforcement is for the benefit of themselves and their neighbors. Compulsion and penalties for non-compliance shall be used only when all efforts at persuasion have failed.

17-1102. Application

This Chapter shall control the administration of the zoning, building, plumbing, electrical, rural area sanitation, yard maintenance and fire prevention codes that are in effect and may be added from time to time.

17-1103. Code Supervisor

- (a) **Position Created.** There is hereby created the position of Code Supervisor. This position shall be filled in accordance with Title 18 of the Code of Justice. This position may be held on a full or part time basis.

- (b) **Qualifications.** The person selected as Code Supervisor shall be knowledgeable in the field of building construction. He shall possess or be able to acquire a basic knowledge of sanitation. He shall be the type of person who is able to work effectively with people, and to explain the value of codes and code compliance.

- (c) **Responsibilities.**
 - 1. The Code Supervisor shall be the person primarily responsible for the administration and enforcement of all codes subject to this Chapter.

 - 2. He shall maintain records concerning code compliance adequate to meet the annual reporting requirements of the Department of Housing and Urban Development.

 - 3. He shall keep informed about new construction and alterations on the Reservation.

 - 4. He shall provide technical assistance to persons planning or constructing any building or facility to which the various codes subject to this Chapter apply.

17-1104. Assistance Code Supervisors

The Tribal Council is hereby authorized to deputize as Assistance Code Supervisors such other persons as it may determine. Selected persons in various districts may be given supervisory jurisdiction of their district. All such persons shall work under the supervision of the Code supervisor.