

# POKAGON BAND OF POTAWATOMI INDIANS



## ELIGIBILITY, ADMISSION AND OCCUPANCY POLICY FOR ALL PROGRAMS (*EXCLUDING ELDERS VILLAGE*)

Current through February 29, 2016; Res. 16-02-29-05



*"Our People, Our Homes."*

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## **ARTICLE 1 PREAMBLE**

### **1.1 Purpose**

The Tribal Council recognizes the need to establish consistent and fair policies to: (a) govern eligibility and participation in Programs; (b) govern eligibility, Admission and occupancy of Developments; (b) provide guidance to the Department of Housing in the administration of Programs and management of Developments; and (c) establish procedures governing Appeals. This Policy is required by NAHASDA.

### **1.2 Scope**

(a) This Policy applies to the following Programs or Services:

- (1) Rental Assistance Program, as described in Article 6 of this Policy;
- (2) Student Temporary Housing Assistance Program, as described in Article 7 of this Policy;
- (3) Lease-to-Own Program, as described in Article 8 of this Policy;
- (4) Home Ownership Program, as described in Article 9 of this Policy;
- (5) Home Loan Guarantee Program, as described in Article 10 of this Policy;
- (6) Repair and Rehabilitation Program, as described in Article 11 of this Policy;
- (7) Water and Sewer Improvements Program, as described in Article 12 of this Policy;
- (8) Emergency Assistance Program, as described in Article 13 of this Policy;
- (9) Transitional Housing Assistance Program, as described in Article 14 of this Policy;
- (10) Additional Housing Services, as described in Article 15 of this Policy;
- (11) Rental Housing Program, as described in Article 16 of this Policy; and
- (12) Any Programs added to this Policy after the date of enactment, unless expressly excluded.

(b) The submission of an Application to the Department of Housing shall constitute acceptance by the Applicant, Head of Household, or Participant of this Policy and agreement to comply fully with this Policy.



(c) The Department of Housing shall continue to pursue additional grants to expand housing opportunities. The Tribal Council may amend this Policy to include new Programs.

### 1.3 Definitions

For purposes of this Policy, the following terms are defined:

(a) “Adjusted Income” means the Annual income that remains after excluding the following amounts (as may be adjusted to correspond to changes in applicable law):

(1) Youths, Students, and Persons with Disabilities: \$480 for each member of the family residing in the Household (other than the Head of Household or the spouse of the Head of Household):

(A) who is under 18 years of age; or

(B) who is 18 years of age or older, and a Person with Disabilities or a Full-Time student.

(2) Elderly and Disabled Families: \$480 for an Elderly Family or disabled family.

(3) Medical and Attendant Expenses: The amount by which three percent (3%) of the Annual income of the family is exceeded by the aggregate of:

(A) medical expenses, in the case of an Elderly Family or disabled family; and

(B) reasonable attendant care and auxiliary apparatus expenses for each family member who is a Person with Disabilities, to the extent necessary to enable any member of the family (including a member who is a Person with Disabilities) to be employed.

(4) Child Care Expenses: Child care expenses for the care of children under the age of thirteen (13) to the extent necessary to enable another member of the family to be employed or to further his or her education.

(5) Earned Income of Minors: The amount of any earned income of any member of the family who is less than eighteen (18) years of age.

(6) Travel Expenses: Excessive travel expenses, not to exceed \$25 per family per week if: (1) there is a Full-Time commuting student taking at least twelve (12) credits in the Household; (2) there is a permanent employee working at least thirty-seven and one-half (37.5) hours a week and driving fifty (50) miles round-trip to and from the place of employment.

(b) “Admission” means the placement directly into a housing program or on a housing program waiting list as a result of confirming the Applicant Household’s eligibility and in accordance with housing policies approved by Tribal Council.

(c) “Annual” or “Annually” means the twelve (12) month period which corresponds to the Band’s fiscal year.

(d) “Annual Income” is the same as Adjusted Gross Income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal income tax purposes.

(e) “Appeal” or “Appeals” means a challenge to action or inaction of the Department of Housing in accordance with Article 22 of this Policy.

(f) “Appeal Hearing” means adjudication of an Appeal before the Appeals Panel in accordance with Section 22 of this Policy.

(g) “Appeal Panel” means the governing body of the Department of Housing, which at the time of adoption of this Policy is the Tribal Council.

(h) “Applicant” means any person who has applied for assistance under a Program through an Application.

(i) “Application” means the basic record of an Applicant, and the Household, applying for assistance under a Program.

(j) “Assistance Agreement” means the agreement between the Band and a Participant which sets forth terms and conditions governing participation in a Program.

(k) “Band” means the Pokagon Band of Potawatomi Indians, a sovereign nation, along with its instrumentalities, agencies, departments and programs.

(l) “Band Land” means all land now held or hereafter acquired by or for the Band, or held in trust for the Band by the United States.

(m) “Complainant” means any Participant who has filed an Appeal with the Department of Housing in accordance with Article 22 of this Policy.

(n) “Chairperson” means the Chairperson of the Tribal Council.

(o) “College” means an accredited public, private or BIA-funded college or university.

(p) “Credit Rating” means a score that identifies an Applicant’s credit worthiness based on an assessment of their debt, payment history and other factors.

(q) “Citizen” means a duly enrolled member of the Band.

(r) “Constitution” means the Band’s Constitution.

(s) “Criminal History” means any conviction in federal, state, or tribal court as follows:

(1) Any Violent Criminal Activity, regardless of location, within ten (10) years of the date of application;

(2) Any Drug-related Criminal Activity, regardless of location, within seven (7) years of the date of application; or

(3) Any Criminal Sexual Conduct, regardless of location, at any time.

(t) “Criminal Sexual Conduct” means any criminal sexual offense defined as a felony in the laws of the state in which the offense was committed, or any act which constitutes a “sex offense” pursuant to the Band’s Sex Offender Registration Code.

(u) “Department of Housing” means the Band’s Department of Housing.

(v) “Department of Social Services” means the Band’s Department of Social Services.

(w) “Development” means any housing development owned and operated by the Band; excluding Pokagonek Édawat - Kéyajek Odanek” - Elders Village.

(x) “Director of Housing” means the Director of the Department of Housing.

(y) “Drug” means a controlled substance as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802.

(z) “Drug-related Criminal Activity” means the illegal manufacture, sale, distribution, or use of a Drug, or the possession of a Drug with intent to manufacture, sell, distribute, or use the Drug.

(aa) “Elder” means a person who is at least 55 years of age for purposes of calculation of monthly payments only.

(bb) “Elderly Family” means a Household with a Head of Household (or his or her spouse) who is an Elder; or with a sole member who is an Elder. Such term includes two or more Elders living together, and one or more such persons living with one or more persons determined by the Department of Housing to be essential to the care or wellbeing of an Elder.

(cc) “Fair Market Rent” means the fair market rents published for the applicable county based on HUD’s research and published in the Federal Register, as set forth in attached Addendum C to this Policy.

(dd) “Full-Time” means enrolled at least twelve (12) credit hours per semester in the case of a College, or as defined under the minimum standards of a Trade School.

(ee) “Government Manager” means the Band’s Government Manager.

(ff) “Head of Household” means the Citizen or adult member of the Household who is the lessee of a Housing Unit.

(gg) “Household” means all persons, including the Applicant, who reside in a Housing Unit, home or rental unit assisted through a Program.

(hh) “Household Needs Assessment” means an evaluation of the Applicant and the Household, including, to assess any barriers to the Household living in decent and safe housing.

(ii) “Household Plan of Action” means those steps that are required to overcome the barriers to obtaining decent and safe housing or achieving home ownership that are listed in the Household Needs Assessment.

(jj) “Housing Act” means the Band’s Housing Act.

(kk) “Housing Unit” means all or any portion of any house, building or other structure used as a residence within a Development.

(ll) “HUD” means the United States Department of Housing and Urban Development.

(mm) “Immediate Family Ties” means spouse, parent, children, brother, sister, foster and step children, siblings-in-law, grandparents and grandparents-in-law, grandchildren and grandchildren-in-law.

(nn) “Lien” means a legal claim on a property as security for repayment of a conditional grant to the Band.

(oo) “Low-Income Household” means a Household whose income does not exceed 80 percent (80%) of the median income for the area, as determined by HUD with adjustments based on Household size.

(pp) “Low-Income Housing Unit” means a Housing Unit which must be occupied by a “Low-Income Household.”

(qq) “Median Income” means the greater of: the median income for the Service Area, which the Secretary shall determine; or the median income for the United States.

(rr) “NAHASDA” means the Native American Housing Assistance and Self-Determination Act of 1966 (25 U.S.C. 4101 et seq.).

(ss) “Non-Citizen” means any person other than a Citizen.

(tt) “Participant” means the Applicant who has applied for housing assistance under a Program, or has been admitted to a Program, or who is the Head of Household.

(uu) “Permanent Disability” means a physical characteristic categorized as a disability that significantly limits ambulation or necessitates the use of a wheelchair for mobility, or blindness, for which there is a present medical expectation that the disability will always persist and never significantly improve.

(vv) “Person with Disabilities” means a person who:

(1) has a disability as defined in section 223 of the Social Security Act;

(2) is determined, pursuant to regulations issued by the Secretary, to have a physical, mental, or emotional impairment which:

(A) is expected to be of long-continued and indefinite duration;

(B) substantially impedes his or her ability to live independently; and

(C) is of such a nature that such ability could be improved by more suitable housing conditions; or

(3) has a developmental disability as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act.

(4) Such term shall not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome. Notwithstanding any other provision of law, no individual shall be considered a Person with Disabilities, for purposes of eligibility for housing assisted under NAHASDA, solely on the basis of any illegal drug or alcohol dependence.

(ww) “Police Department” means the Band’s Department of Law Enforcement.

(xx) “Policy” means this Eligibility, Admission and Occupancy Policy.

(yy) “Programs” means the Department of Housing programs identified in Subsection 1.2(a) of this Policy.

(zz) “Resident Owner” means any person who has entered into a lease of Band Land for the purpose of purchasing or constructing a Housing Unit thereon.

(aaa) “Secretary” means the Secretary of HUD.

(bbb) “Service Area” means the area as defined in the Department of Housing’s Indian Housing Plan, which at the time this Policy was approved is: (1) in the State of Michigan: Berrien, Cass, Van Buren and Allegan Counties; and (2) in the State of Indiana: La Porte, St. Joseph, Stark, Marshall, Kosciusko, and Elkhart Counties.

(ccc) “Trade School” means a certified or accredited educational institution with a certificate or diploma program, including a vocational or trade school.

(ddd) “Tribal Council” means the governing body of the Band established pursuant to Article X of the Constitution.

(ee) “Violent Criminal Activity” means any criminal activity that has for one or more of its elements the use, attempted use, or threatened use or physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, including without limitation, murder, non-negligent manslaughter, rape, kidnapping, aggravated assault, robbery, burglary, arson, etc.

## **ARTICLE 2 CONFLICT OF INTEREST; AND FAIRNESS AND NONDISCRIMINATION**

### **2.1 Purpose**

The purpose of this Article 2 is to set forth requirements related to conflicts of interest, fairness and nondiscrimination with respect to eligibility, admissions and occupancy and related decisions of the Housing Department and Tribal Council.

### **2.2 Conflict of Interest**

(a) The Tribal Council and the Housing Department staff shall avoid conflicts of interest in the selection and admission of Participants into the Programs. No person who participates in the decision-making process or who gains inside information with regard to NAHASDA-assisted activities may obtain a personal or financial interest or benefit from such activities, except for the use of NAHASDA funds to pay salaries or other related administrative costs. Such persons include anyone with an interest in any contract, subcontract or agreement or proceeds thereunder, either for themselves or others with whom they have business or Immediate Family Ties.

(b) The foregoing conflict of interest provisions do not apply in instances where a person who might otherwise be included under the conflict provision is Low-Income and is selected for assistance in accordance with the Department of Housing's written policies for eligibility, admission and occupancy of families for housing assistance; provided that there is no conflict of interest under applicable Band or state law.

(c) The Department of Housing shall make a public disclosure of the nature of assistance to be provided and the specific basis for the selection of the person. The Department of Housing shall provide the appropriate area HUD office with a copy of the disclosure before the assistance is provided to the person. Any time the Director of Housing becomes aware that a potential conflict of interest may exist, the Director of Housing shall disclose the same to the Tribal Council.

(d) The Tribal Council and Department of Housing employees are also subject to, and shall comply fully with, the Band's Code of Ethics.

### **2.3 Fairness and Non-Discrimination**

(a) Tribal Council and staff of the Department of Housing shall be fair and impartial, at all times and in all respects, in selecting people to participate in Programs, including but not limited to, determinations relating to eligibility, admission, and occupancy of Housing Units. No elected official or employee of the Band shall make any determination based in whole or in part on family ties, political views, or personal bias.

(b) Pursuant to the NAHASDA and Band law, the Department of Housing shall comply with the following nondiscrimination requirements, as applicable:

- (1) The Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) and HUD's implementing regulations in 24 CFR part 146;
- (2) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and HUD's implementing regulations at 24 CFR part 8;
- (3) The Indian Civil Rights Act (Title II of the Civil Rights Act of 1968; 25 U.S.C. 1301-1303); and
- (4) The Band's Civil Rights Ordinance.



### **ARTICLE 3 APPLICATION, ELIGIBILITY; AND ADMISSION**

#### **3.1 Purpose**

The purpose of this Article 3 is to set forth application, eligibility and admission requirements for the Programs and includes basic procedures for obtaining and verifying information from Applicants and Household members for the purpose of determining eligibility for participation in the Programs.

#### **3.2 Application**

(a) The Application constitutes a record of the Applicant and all Household members seeking assistance under a Program.

(b) The Application shall be in writing on a form provided by the Department of Housing and shall be completed accurately and in its entirety.

(c) The Applicant and all Household members, who are eighteen (18) years of age and older shall sign the Application and all required forms; provided, in the case of the Student Temporary Housing Assistance Program, if the student Applicant is under the age of eighteen (18), then such Applicant's parent, guardian or custodian shall sign the foregoing.

(d) The name and address of the Applicant stated on the Application shall be the same as the name and address on file with the Band's Enrollment Office, and any Application which states a name or address that does not match the name or address on file with the Band's Enrollment Office shall be deemed incomplete and shall not be accepted.

(e) The Applicant shall list all Household Members on the Application, except as otherwise provided in this Policy. The Department of Housing retains the right to determine that a person is a Household member regardless of whether disclosed by the Applicant. No person other than the Applicant, or the Household Members listed on the Application, shall reside at the assisted home or rental unit without prior written notice to the Department of Housing, or in the case of a Housing Unit, approval of the Department of Housing.

(f) The Department of Housing shall assign each Application an identification number for purposes of confidentiality, fairness and tracking.

(g) Applicant files, including the Application and all supporting documentation, shall be confidential and shall not be shared with other Band departments or any third party without the signed authorization of the Applicant, except as otherwise required by applicable law.

(h) The Department of Housing shall prepare all forms required for administration of this Policy, including but not limited to, the Application.

### **3.3 Eligibility for Programs**

An Applicant shall be eligible for a Program if:

(a) All applicable eligibility requirements of this Policy are met, including but not limited to, the requirements of Article 3 and the specific Program requirements; and

(b) The Applicant is not ineligible, including but not limited to, pursuant to Section 3.4 below, as applicable.

### **3.4 Ineligibility for Admission**

In addition to any failure to satisfy all other requirements of this Policy, an Applicant shall be ineligible for admission into any Development if:

(a) The Applicant, or any Household Member, was evicted from a Housing Unit for violation of a lease with the Band within five (5) years from the date of application, excluding, however eviction under the Lease to Own Program;

(b) The Applicant, or any Household Member, abandoned any Housing Unit, without terminating the lease with the Band, within five (5) years from the date of application; or

(c) The Applicant, or any Household Member who is thirteen (13) years of age or older, has a Criminal History; excluding however, any crime determined by the Tribal Council to be in furtherance of the Band's sovereignty rights, including but not limited to, treaty rights.

### **3.5 Eligibility Information**

(a) All Applicants, and any Household Member who is eighteen (18) years of age or older, shall provide the Department of Housing with all documentation and information requested by the Department of Housing in connection with an Application, and all such documentation and information shall be current and accurate in all respects.

(b) If any Applicant, or any Household Member who is eighteen (18) years of age or older, fails to provide the Department of Housing with the necessary eligibility information, including but not limited to, refusal to sign all required forms, the Application shall be placed on hold until such time as the necessary documentation is provided.

(c) Applications on hold for more than thirty (30) calendar days shall be closed and removed from any waiting list and all documentation and information submitted to the Department of Housing in connection with the Application must be resubmitted with any future Application.

### **3.6 Background Investigations**

(a) Prior to admission into any Program, a background investigation may be conducted in connection with the Application, and prior to admission into any Development, a Criminal History

check shall be conducted on all Applicants and any Household Member who is thirteen (13) years of age or older.

(b) The determination of whether an Applicant, or any Household Member who is thirteen (13) years of age or older, has a Criminal History shall be performed by the Police Department through Criminal History checks in accordance with the following procedure:

(1) Upon completing a Criminal History check, the Police Department shall forward a memorandum to the Department of Housing Occupancy Specialist stating whether the Applicant, or any Household member who is thirteen (13) years of age or older, does or does not have a Criminal History. The Police Department shall not disclose to the Department of Housing the details of the Criminal History check.

(2) Upon receiving the Police Department's notification that an Applicant, or any Household member who is thirteen (13) years of age or older, has a Criminal History, the Department of Housing shall determine the Applicant to be ineligible and shall provide notice to the Applicant pursuant to the ineligibility notification requirements set forth in Section 3.7 below.

### **3.7 Notification of Eligibility or Ineligibility**

(a) The Department of Housing shall send each Applicant notice within seven (7) calendar days of certifying the Applicant as eligible or ineligible.

(b) Any notice under Subsection 3.7(a) above shall describe the basis for the determination of ineligibility and the right to file an Appeal in accordance with Article 22 of this Policy.

(c) All certifications of eligibility shall be contingent upon continued eligibility.

### **3.8 Waiting List and Selection**

(a) The Department of Housing shall maintain a separate waiting list for each Program that is full. Applicants certified as eligible shall be placed on the applicable waiting list using assigned identification numbers rather than names. All eligible Applicants shall be placed on the waiting list as follows:

(1) for Programs offering services, in descending order based upon the date and time in which the Applicant's eligibility was certified; and

(2) for Programs offering Housing Units, in descending order based upon assigned scores, as calculated using the scoring form attached as Addendum A to this Policy, with the highest score being first on the list. Applicants with equal scores shall be placed on the list based upon the date and time the Application was submitted, with the earlier Applicant being first on the list.

(b) Applicants on the waiting list may contact the Department of Housing and request a review of their standing on the waiting list. The names on the waiting list and the standing of any Applicant shall

be confidential and shall not be shared with any third party, including but not limited to any other Applicant, except as otherwise required by applicable Band or state law.

(c) All Applicants determined to be eligible for admission, as a condition of remaining on the waiting list, shall:

(1) respond to all written, update requests from the Department of Housing, including but not limited to updating the Application Annually; and

(2) update the Application to reflect any change in the number of Household Members.

(d) Any Applicant, who fails to update the Application within thirty (30) calendar days from the date of mailing of any update request, shall be removed from the waiting list and the Application shall be closed. Any Applicant removed from the waiting list may reapply as a new Applicant; provided, however, all documentation and information submitted to the Department of Housing in connection with the Application must be resubmitted with any future Application.

(e) The Department of Housing shall recertify the eligibility of any Applicant on a waiting list prior to participation in a Program. The Department of Housing shall send the Applicant written notice pursuant to Subsection 3.7 of this Policy.

### **3.9 Selection for Occupancy**

(a) When a Housing Unit is available for occupancy, the Department of Housing shall notify the next Applicant on the waiting list with the highest score that a vacancy exists. The Department of Housing shall send the Applicant notice of vacancy within thirty (30) calendar days of the vacancy.

(b) The Department of Housing shall recertify the eligibility of an Applicant prior to occupancy of a Housing Unit. The Department of Housing shall send the Applicant written notice pursuant to Subsection 3.7 of this Policy.

### **3.10 Continued Eligibility**

(a) Participants and, in the case of any Development, all Household Members, shall continue to satisfy all eligibility requirements at all times, including without limitation, the requirements of this Policy and any Assistance Agreement.

(b) Participants shall promptly notify the Department of Housing of any circumstance or event which may affect eligibility for a Program, including but not limited to, changes in Household composition or income.

### **3.11 No Lobbying**

No person shall attempt to influence, directly or indirectly, the process for admission into any Program by lobbying staff of the Department of Housing or the Tribal Council. Participants shall utilize the Appeal procedures set forth in Article 22 of this Policy, as applicable.

**ARTICLE 4**  
**NEEDS ASSESSMENT; PLAN OF ACTION; AND BUDGET AND CREDIT**

**4.1 Purpose**

The purpose of this Article 4 is to set forth requirements governing completion of a Household Needs Assessment and, if required, a Household Plan of Action.

**4.2 Household Needs Assessment**

(a) The Department of Housing retains the right to complete a Household Needs Assessment for an Applicant and Household members, who shall cooperate fully with the Department of Housing in connection with the Household Needs Assessment.

(b) The Household Needs Assessment may address any barriers to achieving home ownership or safe and adequate rental housing, including but not limited to, Household history and composition, Household income, Credit Rating, history of collections, foreclosure, bankruptcy, present housing conditions, past housing events, substance abuse, domestic violence, special needs, and the Applicant's specific housing desires.

(c) The Applicant and the applicable Department of Housing staff person shall sign the Household Needs Assessment.

**4.3 Household Plan of Action**

(a) Upon completion of a Household Needs Assessment, the Department of Housing shall prepare a Household Plan of Action designed to address barriers to achieving home ownership or safe and adequate rental housing; provided, however, a Household Plan of Action shall not be prepared if the Department of Housing concludes that it is not necessary, but any such conclusion shall be recorded in the Applicant's file.

(b) The Household Plan of Action may require the Applicant or Household members, or both, to complete training and counseling, including but not limited to, financial training, homebuyer training, and social services counseling.

(c) The Department of Housing retains the right to amend the Household Plan of Action, including without limitation, to better address any barriers to the Participant achieving home ownership or safe and adequate rental housing.

(d) The Participant and the applicable Department of Housing staff person shall sign the Household Plan of Action and all amendments thereto.

(e) The Participant and Household members shall comply fully with the Household Plan of Action.

#### **4.4 Budget and Credit**

(a) The Department of Housing may require a Participant to provide the Department of Housing with a monthly Household budget and a monthly accounting of all Household expenditures, and to refrain from making any major purchases, or incurring any major credit-related obligation, without prior notice to the Department of Housing.

(b) The Department of Housing may run a credit report on the Applicant. The Applicant shall cooperate fully in connection with the Department of Housing investigating the Participant's credit history and in correcting any errors on the Participant's credit report, including but not limited to, taking action to improve the Participant's credit score pursuant to the Household Plan of Action.

## **ARTICLE 5 GENERAL PROGRAM REQUIREMENTS**

### **5.1 Purpose**

(a) The purpose of this Article 5 is to set forth general requirements for the Programs. Specific requirements for the Programs are stated in Articles 6 through 16 of this Policy, and will be stated in Articles 17-20 as additional Programs are added.

(b) In connection with participating in a Program, Participants and Household members, and other persons are bound by and shall comply fully with all applicable, laws, rules, regulations, policies and procedures, including but not limited to, this Policy.

### **5.2 Insurance**

(a) Department of Housing funds shall not be spent on the acquisition, construction, or rehabilitation of any home or parcel of land that is not insured against casualty, fire and flood (if necessary). Any home in a flood plain, as designated by the Band's Department of Natural Resources, shall be adequately covered for flood damage or destruction to the home. The foregoing requirements shall commence at the time Department of Housing funds are first spent and shall continue the entire time in which the Department of Housing has a financial interest in a home or parcel of land, as applicable.

(b) Participants in the Rental Assistance Program, Student Temporary Housing Assistance Program, Emergency Assistance Program, or who have not exercised the option to purchase under the Lease-to-Own Program, shall not be required to insure the Housing Unit, home or rental unit. Nonetheless the Department of Housing shall encourage Participants who rent to procure renters insurance.

(c) The Department of Housing shall be named as a loss payee under all required insurance policies for the period of the conditional grant under a Program, or until the conditional grant obligation is satisfied. The Participant shall provide the Department of Housing with certificates of insurance evidencing the required insurance.

### **5.3 Tax Compliance**

Department of Housing funds shall neither be spent on the acquisition, construction, or rehabilitation of any home or parcel of land that is delinquent or facing delinquency in tax payments, nor be used to pay the taxes of any Participant in any situation whatsoever. This requirement shall commence at the time Department of Housing funds are first spent and shall continue the entire time in which the Department of Housing has a financial interest in a home or parcel of land, as applicable.

### **5.4 Clear Title**

Department of Housing funds shall not be spent on the acquisition, construction or rehabilitation of any home or parcel of land that does not have clear title. Prior to any such expenditure, a title search shall be conducted to confirm title is clear in regard to the land being assisted with Department of Housing funds.



## **5.5 Delinquent Debt**

Department of Housing funds shall not be spent on the acquisition, construction, or rehabilitation of any home or parcel of land, and an Applicant shall not be permitted to participate in a Program, if the Applicant or any Household member, as applicable, owes any delinquent debt to the Band.

## **5.6 Conditional Grant**

(a) All funding provided to assist property under the Homeownership Program, the Repair and Rehabilitation Program, and all foreclosure assistance provided under the Emergency Assistance Program, shall constitute a conditional grant to the Participant, for which repayment may be required or forgiven as set forth in this Section 5.6.

(b) If the Participant does not comply fully with the Assistance Agreement, the total outstanding conditional grant related to the property assisted under the Homeownership Program, the Repair and Rehabilitation Program, or the Emergency Assistance Program shall be repaid, subject to any forgiveness, as follows:

(1) for a grant of up to \$10,000, 1/5 of the total grant amount shall be forgiven annually over a term of five (5) years;

(2) for a grant between \$10,001 and \$20,000, 1/10 of the total grant amount shall be forgiven annually over a term of ten (10) years; and

(3) for a grant greater than \$20,000, 1/15 of the total grant amount shall be forgiven annually over a term of fifteen (15) years.

(c) The applicable grant forgiveness period stated in Subsection 5.6(b) above shall commence on the date of final payment under the Assistance Agreement, and any forgiveness will occur annually on such date.

(d) Upon termination of an Assistance Agreement pursuant to Article 21 of this Policy, the total outstanding conditional grant shall become immediately due in full, subject to any amounts forgiven pursuant to Subsection 5.6(b) above.

(e) If the Participant is unable to pay, upon demand, the balance of the total outstanding grant amount due in full, the Director of Housing shall have authority to negotiate and enter into a payment plan; provided such payment plan requires regular payments. The Director of Housing may assess reasonable fees to the Participant for processing such payments; provided such fees are applied in an equitable fashion to similarly affected Participants and are done in accordance with applicable laws.

## **5.7 Lien Requirement**

(a) The Band retains the right to place a Lien on any property assisted with funding under the Homeownership Program, the Repair and Rehabilitation Program, or foreclosure assistance provided

under the Emergency Assistance Program to secure the Department of Housing's interest in a conditional grant.

(b) The Participant shall execute any documents which are necessary to perfect such Lien, and shall ensure that all other persons who possess an interest in the subject property, timely execute any documents which are necessary to perfect such Lien.

(c) The Department of Housing shall provide the Participant with notice of any such Lien in accordance with applicable law.

(d) If the property assisted with funding under a Program is trust land, the Lien shall be recorded at the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over the Band. If such property is fee land, the Lien shall be recorded with appropriate county register of deeds. The Band, in its discretion, also may record a Lien involving trust land with the appropriate county register of deeds.

(e) The Lien shall remain on the property until the conditional grant is satisfied in full by either forgiveness or repayment. Upon satisfaction of a conditional grant, the Department of Housing shall release the Lien.

(f) Upon the death of the Participant, the decedent's estate shall not be required to repay the conditional grant, and the Lien shall be released; provided the decedent was compliant with the terms of the applicable Housing Program at the time of death.

## **5.8 Pre-1979 Housing**

Department of Housing funds shall not be spent on the acquisition, construction or rehabilitation of a home that was built in the year 1978 or earlier; provided the Director of Housing may permit such expenditure provided the below conditions are satisfied by the Participant and deemed satisfactory by the Department of Housing:

(a) after compliance with the lead-based paint requirements of 24 CFR Part 85, the home has been tested and does not contain lead-based paint; or

(b) after compliance with the lead-based paint requirements of 24 CFR Part 1000, the home has been tested and remedial action has been taken to remediate the lead-based paint hazards.

## **5.9 Abandonment**

(a) A Participant shall not abandon any home assisted under a Program, which means absence from the home for more than sixty (60) consecutive days without notifying and receiving the approval of the Department of Housing.

(b) Subsection 5.9(a) above shall not apply to any situation where abandonment is governed by Section 5.3 of the Housing Act.

## 5.10 Assistance Agreement

(a) Except as otherwise provided in this Policy, prior to the expenditure of funds or occupancy under any Program, the Participant, or in the case of the Student Temporary Housing Assistance Program, the parent, guardian or custodian of a Participant who is under the age of eighteen (18), shall enter into an Assistance Agreement with the Band.

(b) When an Assistance Agreement is required, all Household members, who are who are eighteen (18) years of age and older, shall sign the Assistance Agreement, thereby agreeing to be bound by the provisions thereof; excluding, however, the Student Temporary Housing Assistance Program.

(c) The Department of Housing shall prepare and provide the Participant with a signed copy of the Assistance Agreement, and the signed original shall be filed in the permanent record folder established for the Household.

(d) The Director of Housing is authorized to sign form assistance agreements and amendments thereto, if the Tribal Council has approved such forms.

(e) All Assistance Agreements shall include, without limitation, the following:

(1) describe the financial terms, such as the amount of assistance, and terms governing forgiveness of any conditional grant and any Lien, as applicable;

(2) consent to placement of a Lien on the subject property to secure amounts which may become due, as applicable;

(3) require the Participant to comply fully with all applicable laws and policies and procedures, including but not limited to, this Policy;

(4) require the Participant to continue to satisfy all applicable eligibility requirements while participating in a Program;

(5) describe the circumstances under which the Department of Housing retains the right to terminate the Assistance Agreement, and all assistance provided thereunder;

(6) require the Department of Housing to provide the Participant with notice of termination in accordance with Subsection 21.2(a) of this Policy; and

(7) provide that if the Department of Housing terminates the Assistance Agreement, the Participant shall have the opportunity to Appeal such determination pursuant to Article 22 of this Policy; subject, however, to Subsection 21.1(b) of this Policy.

(f) All amendments to this Policy shall be automatically incorporated into Assistance Agreements without further action by the parties. The Department of Housing shall provide a copy of any such amendments to the Participant.

## **ARTICLE 6 RENTAL ASSISTANCE PROGRAM**

### **6.1 Purpose**

The purpose of the Rental Assistance Program (“RAP”) is to provide a blend of counseling, training, and technical assistance, along with rental assistance to assist qualified Applicants in securing safe and decent rental units with the goal of transitioning to other applicable Programs.

### **6.2 Eligibility**

(a) To be eligible for the RAP:

(1) The Applicant shall be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract;

(2) The Applicant shall be a Citizen, or a Non-Citizen with legal custody of a Citizen minor child;

(3) The Applicant shall meet Low Income Household requirements at all times while participating in the RAP;

(4) The Applicant shall enter into all agreements required by the Department of Housing to participate in the Program; and

(5) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt to the Band as prohibited by Section 5.5, and shall complete all training and counseling required under Article 4.

(b) An Applicant shall not be required to possess a minimum Credit Rating to be eligible for the RAP.

(c) No more than one (1) Household member may receive assistance under the RAP at the same time, regardless of whether more than one (1) Household member is eligible for the RAP.

(d) The Department of Housing shall recertify Participants annually to determine continued eligibility and compliance with the requirements of this Policy, including but not limited to, income eligibility.

### **6.3 Eligible Rental Units**

(a) To be eligible for the RAP, the rental unit shall be a conventional home, multi-unit, apartment, townhouse, high-rise, manufactured or mobile home, independent group residence, dormitory or certified boarding house.

(b) Rental units which are owned by relatives are eligible for the RAP.

- (c) Renting a room or a portion of a rental unit is not eligible for the RAP.

#### **6.4 Principle Residence**

While participating in the Program, the Participant shall not own, or reside at, any other home; rather the rental unit to which the rental assistance applies shall be the Participant's principle residence.

#### **6.5 Occupancy Inspection**

(a) Prior to the expenditure of funds on a rental unit, the Department of Housing shall inspect the rental unit to ensure it is decent, safe and fit for occupancy. The inspection shall include without limitation, general safety, weatherization, plumbing, structural soundness, heating, and other housing quality standards, as determined by the Department of Housing.

(b) No rental assistance shall be paid unless the rental unit passes inspection by the Department of Housing. If a rental unit does not pass inspection, the landlord shall be given an opportunity to correct the deficiencies listed in the inspection report so that the rental unit may be made fit for occupancy.

#### **6.6 Rental Assistance Calculation**

(a) The Department of Housing shall determine the amount of rental assistance pursuant to the following:

(1) determine the number of bedrooms needed for the Household by multiplying one (1) bedroom for every two (2) Household members (children of the opposite sex shall not reside in the same bedroom where at least one child is six (6) to seventeen (17) years of age);

(2) based on the minimum bedrooms required and the county where the rental unit is located, determine the Fair Market Rent;

(3) calculate twenty percent (20%) of the Household's monthly Adjusted Income; and

(4) subtract twenty percent (20%) of the Household's monthly Adjusted Income from the Fair Market Rent. This is the amount of monthly rental assistance the Household may receive.

(b) If twenty percent (20%) of the Household's monthly Adjusted Income is equal to or exceeds the Fair Market Rent, the Household is not eligible for rental assistance.

(c) Rental assistance shall not exceed the maximum amount established by Tribal Council, as set forth in Addendum B.

(d) A Participant may receive rental assistance for up to three (3) years, whether consecutive or intermittent, during the Participant's lifetime.

## **6.7 Assistance to Citizen Minor Children**

(a) In regard to Non-Citizens with custody of a Citizen minor child, the Non-Citizen may apply for assistance on behalf of the Citizen minor child; provided the Non-Citizen shall comply fully with this Policy.

(b) Rental assistance shall terminate sixty (60) days after the Non-Citizen no longer has legal custody of a Citizen minor child, including but not limited to, because the youngest Citizen minor child turned eighteen (18) years of age. The Department of Housing shall endeavor to provide the Non-Citizen with notice at such termination.

## **6.8 Rental Agreement**

(a) Prior to the expenditure of any funds under the RAP, the Department of Housing must approve the proposed rental agreement.

(b) Prior to signing any rental agreement, the Participant shall provide the Department of Housing with a copy of the proposed rental agreement.

(c) The Department of Housing may refuse to approve any rental agreement which does not adequately state the rights and responsibilities of the tenant and landlord, does not provide for a pre-occupancy inspection by tenant, or does not comply with applicable law.

(d) Prior to the expenditure of funds under the RAP, the Participant and the landlord must sign the rental agreement.

**ARTICLE 7**  
**STUDENT TEMPORARY HOUSING ASSISTANCE PROGRAM**

**7.1 Purpose**

The purpose of the Student Temporary Housing Assistance Program (“STHAP”) is to provide student rental assistance to qualified Applicants, who are either enrolled in College or a Trade School, which will assist in securing safe and decent rental units.

**7.2 Eligibility**

(a) To be eligible for the STHAP:

(1) The Applicant shall be a Citizen;

(2) The Applicant shall be enrolled, or accepted for enrollment, Full-Time in a College or Trade School;

(3) The Applicant shall meet Low Income Household requirements at all times while participating in the STHAP. If the Applicant is eighteen (18) years of age or older, and will file a federal income tax return during the current tax year separate from his or her parent, guardian or custodian, then only the Applicant’s income shall be used to determine eligibility. In all other cases, the Household income of the Applicant’s parent, guardian or custodian shall be included to determine eligibility.

(4) The Applicant shall maintain a grade point average (“GPA”) of at least 2.0 for undergraduate, 3.0 for graduate, or the minimum standards of the Trade School;

(5) The Applicant, or the Applicant’s parent, guardian or custodian if the Applicant is under the age of eighteen (18), shall sign the Application and enter into all agreements required by the Department of Housing to participate in the STHAP; and

(6) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt to the Band as prohibited by Section 5.5.

(b) Student rental assistance shall not be used to pay rent, directly or indirectly, to any parent, custodian or guardian, unless the rental unit is wholly self-contained (completely separate amenities - kitchen, bathroom, etc.) and the parent, custodian or guardian does not reside at the rental unit.

(c) Student rental assistance may be used to pay rent to a family member other than a parent, custodian or guardian.

(d) Student rental assistance shall not be used to pay any mortgage of the student, or any parent, custodian, guardian or any other family member of the student.

(e) The Department of Housing shall recertify Participants annually to determine continued eligibility and compliance with the requirements of this Policy, including but not limited to, income eligibility.

### **7.3 Eligible Rental Units**

To be eligible for the STHAP:

(a) The rental unit must be a conventional home, multi-unit, apartment, townhouse, high-rise, dormitory, etc.; and

(b) The rental unit must satisfy all applicable laws, rules and regulations governing habitability.

### **7.4 Occupancy Checklist**

(a) The Department of Housing will not inspect the rental unit; but shall provide each Participant with a checklist to assist in selecting a suitable rental unit.

(b) The Department of Housing shall endeavor to answer questions regarding safety; provided the Participant shall be responsible for the selection of an eligible rental unit.

### **7.5 Amount and Payment**

(a) Student rental assistance shall not exceed the maximum amount established by Tribal Council as set forth in Addendum B.

(b) Student rental assistance shall be paid for up to sixty (60) months, subject to compliance with this Policy.

(c) Student rental assistance payments shall be paid at the beginning of the semester, if such advance payment is required.

(d) Student rental assistance payments shall be made directly to the college, or accredited educational institution or landlord on behalf of the student; provided, however, the Director of Housing may authorize payment directly to a student if the Director of Housing finds extenuating circumstances to exist.

### **7.6 Documentation**

(a) Participants shall provide the Department of Housing with the following documentation at least thirty (30) days prior to the beginning of each school year:

(1) STHAP Application;

(2) Proof of income;



- (3) Rental agreement or dorm agreement;
- (4) Grades for last semester;
- (5) Class schedule for current semester (showing Full-Time status); and
- (6) Full-Time Status Verification Form.

(b) Participants shall provide the Department of Housing with the following documentation within thirty (30) days of the end of each semester:

- (1) Grades for last semester;
- (2) Schedule for current semester (showing Full-Time status); and
- (3) Full-Time Status Verification Form.

(c) Participants shall notify the Department of Housing within fourteen (14) calendar days of any changes which may affect eligibility for the STHAP.

(d) If the Department of Housing receives a STHAP application more than thirty (30) days prior to the beginning of a semester, the application shall be processed for the following semester.

(e) All documents and notices required under this Section 7.6 shall be provided to the attention of the Housing Occupancy Specialist via email or in accordance with Section 23.2 of this Policy.

## **7.7 Suspension and Grace Period**

(a) Any Participant, who falls below Full-Time status or does not complete a semester, regardless of cause, shall be suspended from the STHAP and shall not be reinstated unless the Participant completes at least one (1) semester while enrolled Full-Time and meets all requirements of this Policy.

(b) Any Participant who does not maintain a GPA of at least 2.0 for undergraduate, or 3.0 for graduate, or who is failing under the minimum standards of the Trade School, shall have a grace period of one (1) semester to achieve the applicable required semester GPA. Student rental assistance shall be provided during the grace period.

(1) If the Participant achieves the applicable required semester GPA by the end of the grace period, the Participant may continue to receive student rental assistance subject to the requirements of this Policy.

(2) If the Participant does not achieve the applicable required semester GPA by the end of grace period, the student rental assistance shall be terminated, and the Participant shall be removed from the STHAP.

(3) Any Participant who is removed from the STHAP may reapply, subject to all requirements of this Policy, after completing at least one (1) semester with the applicable required semester GPA.

## **ARTICLE 8 LEASE TO OWN PROGRAM**

### **8.1 Purpose**

(a) The purpose of this Lease to Own Program (“LTOP”) is to provide a blend of housing counseling, training, and technical assistance to qualified Applicants, along with the opportunity to acquire a Housing Unit by entering into a lease for possession of Band Land with an option-to-purchase (for purposes of this Article, the “Lease”) granting the Participant the right to purchase the Housing Unit and improvements if specific requirements are satisfied.

(b) After the exercise of the option-to-purchase, the Participant shall own the Housing Unit and improvements and, pursuant to the Lease, shall have a leasehold interest in the Band Land.

### **8.2 Eligibility**

(a) To be eligible for the LTOP:

(1) The Applicant shall be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract;

(2) The Applicant shall be a Citizen;

(3) The Applicant shall satisfy Low Income Household requirements on the effective date of the Lease;

(4) The Applicant shall have a credit score of 575 or greater;

(5) The Applicant or any Household member shall not be subject to any pending collection action, formal or informal, which may be evidenced in any credit report obtained by the Department of Housing;

(6) The Applicant or any Household member shall not have been subject to any foreclosure within two (2) years prior to the date of Application;

(7) If the Applicant or any Household member filed for bankruptcy, such bankruptcy shall have been discharged at least two (2) years prior to the date of Application;

(8) The Applicant shall enter into all agreements required by the Department of Housing to participate in the LTOP; and

(9) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt to the Band as prohibited by Section 5.5, and shall complete all training and counseling required under Article 4.

(b) In addition to the above eligibility requirements, the Applicant shall meet all additional requirements of any lender, guarantor or surety.

### **8.3 Principle Residence**

During the three (3) year term of the Lease, the Housing Unit to which the LTOP applies must remain, at all times, the Participant's principle residence.

### **8.4 Occupancy Inspection**

The Department of Housing retains the right to inspect an existing Housing Unit to ensure it is decent, safe and fit for occupancy. The inspection may include, without limitation, general safety, weatherization, plumbing, structural soundness, heating, and other housing quality standards, as determined by the Department of Housing. The Participant will be provided with a copy of any inspection report.

### **8.5 Lease Agreement**

The Department of Housing shall provide the Lease, which shall be entered into prior to occupancy of the Housing Unit. The Lease will describe the obligations and rights of the parties and shall remain in effect at all times. The Department of Housing shall provide the Participant with a copy of the Lease.

#### **(a) Lease Term**

(1) The initial term of the Lease shall be for no more than three (3) years and shall include an option-to-purchase at any time during the initial term, or any renewal term.

(2) If the Participant does not purchase the home and improvements prior to expiration of the initial term, or any renewal term, the Lease shall automatically terminate, unless the term is renewed by the Department of Housing because the Band Land has not yet been placed into trust with the United States.

(3) If a Participant is not able to purchase the home and improvements due to no fault of the Participant, or any Household member, as determined by the Department of Housing, then the Department of Housing shall assist the Participant in pursuing assistance under Programs for which the Participant is eligible.

#### **(a) Option-to-Purchase**

(1) The option-to-purchase shall be stated in the Lease. The Department of Housing shall determine the terms of the option-to-purchase based on the Household Action Plan, including a down payment savings plan.

(2) Upon exercising the option-to-purchase, fifty percent (50%) of monthly payments received under the Lease option-to-purchase shall be credited toward down payment and, prior to closing, the Participant shall provide the Department of Housing with a separate down payment

contribution equal to one-half percent (1/2%) of the sale price up to the maximum amount established by Tribal Council as set forth in Addendum B.

**(c) Payments**

(1) Monthly payment requirements shall be stated in the Lease and shall be equal to thirty percent (30%) of the Household's Adjusted Income, but shall not exceed the maximum amount established by Tribal Council, as set forth in Addendum B, for Participants who satisfy the Department of Housing's applicable income requirements for the LTOP.

(2) The Department of Housing will not send out monthly invoices or bills. Monthly payments shall be paid on the 1<sup>st</sup> day each month; provided if any payment due date falls upon a Band holiday or weekend, the next immediate calendar date, which is not a Band holiday or weekend, shall be the payment due date.

(3) Pursuant to the Housing Act, the Band may bring an unlawful possession action in Tribal Court if the Participant fails to pay all rent owed under a Lease within ten (10) calendar days of the date of payment stated in the Lease.

(4) Pursuant to the Housing Act, as a prerequisite bringing an unlawful possession action for failure to pay rent, damages or other amounts required to be paid under the Lease, the Department of Housing will provide the Participant with notice to comply or quit at least seven (7) calendar days prior to the date to comply or quit.

(4) The Department of Housing shall not accept cash payments. All payments shall be in the form of direct debit, personal check, cashier check or money order and made payable to the Department of Housing. The Department of Housing shall coordinate with the Band's Department of Finance to arrange direct debit payments when possible.

(5) Monthly payments received after the close of business (5:00 p.m.) by the 10<sup>th</sup> day of each month are late and shall be assessed a \$20 late fee.

(6) If a personal check is returned by the bank for nonsufficient funds ("NSF"), the Participant shall repay the Department of Housing the amount of the original check, plus the full cost of all fees imposed on the Department of Housing by the bank.

(7) If payment is received after the due date as a result of a NSF check, the Participant shall be assessed a \$20 late fee.

(8) The Department of Housing shall not accept a personal check from any Participant who has submitted two NSF checks in any two (2) year period; rather such Participant shall be required to make payments using a money order or cashier check.

## **8.6 Leasehold Mortgage**

(a) In general, any Participant who exercises an option-to-purchase shall execute a leasehold mortgage with a lender for purposes of securing the loan. The Tribal Council shall separately authorize all leasehold mortgages unless the Lease authorizes the granting of a leasehold mortgage and states the law governing foreclosure.

(b) Any Participant who grants a leasehold mortgage with respect to Band Land (which is trust or reservation land) shall notify the Department of Housing of name and address of the lender, and shall consent to the Band contacting the lender and accessing information in connection with such leasehold mortgage. The Housing Act governs leasehold mortgages and foreclosure.

## **8.7 Housing Act**

In addition to the requirements of the lease, the parties have additional obligations and rights under Band law, including without limitation, the Housing Act. For instance, the Housing Act imposes obligations upon landlords and tenants and states available remedies. The Participant shall be provided with a copy of the Housing Act.

## **8.8 Policies and Procedures**

The Department of Housing has and may develop reasonable policies and procedures regarding the use and occupancy of a Housing Unit and Band Land. The Participant shall be provided with a copy of applicable policies and procedures. The Housing Act governs the issuance of policies and procedures by the Department of Housing.

## **8.9 Maintenance**

(a) Subject to the limitations of Band law and the Lease, prior to exercise of the option-to-purchase, the Department of Housing shall perform and pay for maintenance, repairs and replacements which are necessary to remedy an unsafe condition as verified by an inspection of the Housing Unit. The Participant shall promptly notify the Department of Housing of all such maintenance, repairs and replacements.

(b) After the Participant exercises the option-to-purchase, the Participant shall be responsible for all maintenance, repairs and replacements to the Housing Unit and Band Land.

## **8.10 Collection of Delinquencies**

(a) The Department of Housing shall utilize the below procedures to collect delinquent LTOP payments, and to terminate a Lease in connection with such delinquency.

### **(1) Warning**

If a monthly payment is late, then after the 10<sup>th</sup> day of the month, the Department of Housing shall send a warning to the Participant demanding payment of all amounts owed, including the late fee, within seven (7) calendar days of the date stated on the warning.

**(2) Notice to Comply or Quit**

(A) If the Participant fails to make payment as required under the warning, the Department of Housing shall send a notice to comply or quit to the Participant demanding payment of all amounts owed, including the late fee, within seven (7) calendar days of the date stated on the notice and informing the Participant that if such payment is not made, the Department of Housing shall exercise its rights under the Housing Act, or other applicable law, including but not limited to: (i) terminating the Lease; and (ii) filing an action for a judgment for eviction, damages, equitable relief, and any other available relief.

(B) The notice to comply or quit shall comply with the Housing Act.

**(3) Termination**

If payment is not received as required in the notice to comply or quit, the Housing Director shall terminate the Lease and cause to be delivered to the Participant, a notice of termination requiring the Participant and all other occupants to vacate the premises by the date stated on the notice of termination.

**(4) Eviction**

If the Participant or any occupant does not vacate the premises as required in the notice of termination, the Housing Director shall cause a complaint to be filed with the Tribal Court or another court of competent jurisdiction, requesting a judgment for eviction, damages, equitable relief, and such other available relief.

**8.11 Inheritance**

The Housing Act governs any right of succession to any residential leasehold estate and improvements located on Band Land (which is trust or reservation land) of any Citizen or Resident Owner who dies, whether with or without a will, including by establishing an order of priority.

**8.12 No Assistance Agreement**

Notwithstanding Subsection 5.10(a) of this Policy, an Assistance Agreement is not required in connection with the LTOP because the Participant will execute a Lease with the Band.

**8.13 Binding Commitment**

Any Participant who wishes to exercise the option-to-purchase may be required to execute a binding commitment in a form required by the Department of Housing. The binding commitment will run with the land and, in general, will provide that the Housing Unit shall only be occupied by a qualified Low-Income Household during the specified affordability period. During the specified affordability

period, the Participant, and any subsequent purchasers of the Housing Unit, must qualify as a Low-Income Household solely at the time of their purchase.



## **ARTICLE 9 HOME OWNERSHIP PROGRAM**

### **9.1 Purpose**

The purpose of the Home Ownership Program (“HOP”) is to provide a blend of housing counseling, training, and technical assistance, along with down payment and closing cost assistance, through a conditional grant, to aid qualified Applicants in purchasing a home.

### **9.2 Eligibility**

(a) To be eligible for the HOP:

(1) The Applicant shall be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract;

(2) The Applicant shall be a Citizen, or a Non-Citizen with legal custody of a Citizen minor child;

(3) The Applicant shall satisfy Low Income Household requirements on the effective date of the Assistance Agreement;

(4) The Applicant shall have a credit score of 620 or greater;

(5) The Applicant or any Household member shall not be subject to any pending collection action, formal or informal, which may be evidenced in any credit report obtained by the Department of Housing;

(6) The Applicant or any Household member shall not have been subject to any foreclosure within two (2) years prior to the date of Application;

(7) If the Applicant or any Household member filed for bankruptcy, such bankruptcy shall have been discharged at least two (2) years prior to the date of Application;

(8) The Applicant shall enter into all agreements required by the Department of Housing to participate in the HOP; and

(9) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt as prohibited by Section 5.5, and shall complete all training and counseling required under Article 4, which shall include Homebuyer Education Classes.

(b) No more than one (1) Household member may receive assistance under the HOP at the same time, regardless of whether more than one (1) Household member is eligible for the HOP.

(c) In addition to the above eligibility requirements, the Applicant must qualify for a mortgage loan from a lending institution prior to receiving any HOP funding, unless the Participant has entered into a land contract for the subject property.

### **9.3 Eligible Housing**

(a) To be eligible for the HOP, the subject home shall meet the following requirements:

(1) The property to be purchased shall be located within the Service Area;

(2) The property shall meet applicable zoning requirements; and

(3) Double-wide homes shall be on permanent foundations and eligible for USDA, HUD, Section 184 Loans, or other types of long-term financing.

(b) A Participant shall not acquire a rental unit under the HOP; provided a building with two (2) to four (4) connected, but independent units, may be acquired if one (1) of the units will be Participant's primary residence.

(c) A Participant shall not acquire other properties deemed ineligible by the Department of Housing for participation in the HOP, including but not limited to, speculative purchases, commercial properties, vacant land, mobile homes or travel trailers, or non-conventional types of home.

### **9.4 Principle Residence**

During the term of a conditional grant, the Participant shall not own, or reside at, any other home; rather the home to which the Program applies shall be the Participant's principle residence.

### **9.5 Occupancy Inspection**

A Participant shall not acquire a home unless it first passes inspection by the Department of Housing. If a home does not pass inspection, the seller shall be given an opportunity to correct the deficiencies listed in the inspection report so that the home shall qualify under the HOP.

### **9.6 Amount of Assistance**

The conditional grant shall not exceed the following amounts:

(a) Down Payment Assistance – twenty percent (20%) of the house purchase price up to the maximum amount established by Tribal Council as set forth in Addendum B; and

(b) Closing Cost Assistance – three percent (3%) of the purchase price up to the maximum amount established by Tribal Council as set forth in Addendum B.

## **9.7 Grant Forgiveness**

The conditional grant amount shall be forgiven as set forth in Section 5.6 of this Policy.

## **9.8 Land Contract**

(a) If the purchase is through a land contract, all contract documents shall be pre-approved by the Department of Housing. Pre-approval of all contract documents shall include legal review by the Band for the purpose of ensuring that the Band's interests are fully protected, and not for the purpose of providing any legal advice or representation to the Participant.

(b) If a land contract involves trust land, it shall be recorded at the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over the Band. If the land contract involves fee land, it shall be recorded with appropriate county register of deeds. The Band, in its discretion, also may record a land contract involving trust land with the appropriate county register of deeds.

## **9.9 Forfeiture of Conditional Grant**

A Participant shall close the transaction which is the subject of the conditional grant within twelve (12) months of being admitted into the HOP, otherwise the Participant shall be removed from the waiting list, and the conditional grant shall be awarded to the next qualified Applicant on the HOP waiting list, as applicable. In such event, the Participant may reapply as a new Applicant.

## **9.10 Down Payment**

(a) Prior to closing, the Participant shall provide the Department of Housing with a separate down payment contribution equal to one-half percent (1/2%) of the sale price up to the maximum established by Tribal Council as set forth in Addendum B.

(b) The Department of Housing shall provide to a title company or appropriate third party closing agent the down payment contribution and the conditional grant funds at the time of closing.

## **9.11 Documentation**

The Participant shall sign grant documents, including promissory notes and other documents as may be required by the Department of Housing to secure the Band's financial interests. In addition to the Participant, the Department of Housing may require Household members who are eighteen (18) years of age or older to sign such agreements and documents.

## **9.12 Maintenance**

The Participant shall be solely responsible for performing all required maintenance on the subject home and property, including all repairs and replacements necessitated by damage from any cause. The Department of Housing shall not be obligated to pay for or to provide any maintenance of the subject home or property.

### **9.13 Insurance**

Until the conditional grant is satisfied in full by either forgiveness or repayment, the Participant shall maintain insurance on the subject home to protect against casualty, fire and flood (if in a flood plain, as designated by the Band's Department of Natural Resources). The Band shall be named as a loss payee, and upon request, the Participant shall provide the Department of Housing with certificates of insurance evidencing the required insurance.

### **9.14 Tax Compliance**

Until the conditional grant is satisfied in full by either forgiveness or repayment, the Participant shall timely pay all property taxes and assessments and shall promptly notify the Department of Housing of any delinquent property tax or assessment.

## **ARTICLE 10 HOME LOAN GUARANTEE PROGRAM**

### **10.1 Purpose**

The purpose of the Home Loan Guarantee Program (“HLGP”) is to provide a blend of housing and finance counseling, training, and technical assistance, along with loan guarantees through HUD and other federal and state agencies to assist qualified Applicants in obtaining conventional loans from private home lenders for the repair or purchase of a home.

### **10.2 Eligibility**

(a) To be eligible for the HLGP:

(1) The Applicant shall be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract;

(2) The Applicant shall be a Citizen;

(3) The Applicant shall enter into all agreements required by the Department of Housing to participate in the HLGP; and

(4) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt to the Band as prohibited by Section 5.5, and shall complete all training and counseling required under Article 4.

(b) In addition to the above eligibility requirements, the Applicant must first qualify for a mortgage loan from a lending institution, which is willing to participate in the HLGP and shall meet all requirements of any lender, guarantor or surety.

### **10.3 Permitted Activities**

(a) The HLGP may be used for the following housing activities involving homes, including single family and multi-units up to no more than a four-plex:

(1) refinance existing loan;

(2) rehabilitate a home;

(3) acquire a home;

(4) acquire and rehabilitate a home; or

(5) construct a new home.

(b) The HLGP may not be used for the following activities:

- (1) commercial structure;
- (2) adjustable rate mortgage; or
- (3) any type of business purpose.

#### **10.4 Loan Limits**

Loans under the HLGP are fixed rate loans for period of fifteen (15), twenty (20) and thirty (30) years and are limited to one hundred fifty percent (150%) of the FHA limit.

#### **10.5 Loan Fees**

A Participant shall be charged a one percent (1%) guarantee fee and may be charged a one percent (1%) service fee at closing. The fees may be included in the financing.

#### **10.6 No Assistance Agreement**

Notwithstanding Subsection 5.10(a) of this Policy, an Assistance Agreement is not required in connection with the HLGP because loan guarantees are governed by federal law and the Housing Act, as applicable, and the terms and conditions in connection with loan guarantees will be stated in agreements with the lender, guarantor and surety, as applicable.

**ARTICLE 11  
REPAIR AND REHABILITATION PROGRAM**

**11.1 Purpose**

The purpose of the Repair and Rehabilitation Program (“RRP”) is to provide a blend of housing counseling, training, and technical assistance, along with conditional grants to assist qualified Applicants in obtaining permitted repairs to a home following inspection.

**11.2 Eligibility**

- (a) To be eligible for the RRP:
  - (1) The Applicant shall:
    - (A) Be a Citizen who is an Elder;
    - (B) Be a Citizen who is a Person with Disabilities;
    - (C) Be a Citizen or Non-Citizen, who:
      - (i) is at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract, and either:
        - (a) has legal custody of a Citizen minor child who is no more than thirteen (13) years of age and resides with the Applicant in the home to be rehabilitated; or
        - (b) is the legal guardian of a Citizen who has a Permanent Disability and resides with the Applicant in the home to be rehabilitated.
  - (2) The Applicant shall meet the Low Income Requirements on the effective date of the Assistance Agreement;
  - (3) The Applicant shall enter into all agreements required by the Department of Housing to participate in the RRP; and
  - (4) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt to the Band as prohibited by Section 5.5, and shall complete all training and counseling required under Article 4.
- (b) No more than one (1) Household member may receive assistance under the RRP at the same time, regardless of whether more than one (1) Household member is eligible for the RRP.

(c) Participants who received prior RRP assistance through the actual expenditure of funds on the repair, rehabilitation or replacement of a home, shall not be eligible for a period of five (5) years from the date the last RRP project was completed or discontinued, as determined by the Department of Housing.

### **11.3 Eligible Housing**

To be eligible for the RRP, the home shall meet the following requirements:

- (a) The home shall be located within the Service Area;
- (b) The property shall be zoned for residential use;
- (c) Title to the property shall be clear;

(d) The Applicant shall have owned the home to be rehabilitated, or held the same under land contract, for at least three (3) years prior to application for the RRP;

(e) The Applicant shall have occupied the home to be rehabilitated, as the Applicant's principle residence, for at least three (3) years prior to application for the RRP; and

(f) The Applicant shall provide proof of ownership of the home to be rehabilitated or a copy of the land contract regarding the same.

### **11.4 Principle Residence**

During the term of the conditional grant, the Participant shall not reside at any other home; rather the home to which the Program applies shall be the Participant's principle residence.

### **11.5 Inspection**

The Department of Housing retains the right to inspect the home to be rehabilitated. The inspection may include, without limitation, general safety, heating, water and sewer, roofing and weatherization. The Participant will be provided with a copy of any inspection report.

### **11.6 Priority of Repairs**

The Department of Housing shall permit and prioritize rehabilitation of a home under the RRP based on the following categories:

- (a) Safety;
- (b) Heating;
- (c) Water and Sewer; and
- (d) Roofing and Weatherization.



### **11.7 Limits on Assistance**

(a) The maximum amount of RRP assistance shall not exceed the amount of equity value remaining on the home up to the maximum amount established by Tribal Council as set forth in Addendum B.

(b) If the Department of Housing's independent cost estimate exceeds the home's value based on the most recent municipal tax assessment, then the home shall no longer be eligible for the repairs; provided the home may be demolished using RRP funds and replaced under other Programs, such as the Lease-to-Own, Home Ownership or Home Loan Guarantee Program.

(c) The maximum amount of RRP assistance shall not exceed the amount of equity value remaining on a manufactured home, double-wide or trailer up to the maximum amount established by Tribal Council as set forth in Addendum B.

(d) A Participant shall use assistance provided under the RRP solely for the purposes stated in the Assistance Agreement.

### **11.8 Grant Forgiveness**

The conditional grant amount shall be forgiven as set forth in Section 5.6 of this Policy.

### **11.9 Land Contract**

(a) If the property of the Applicant is held under a land contract, the land contract must be a legally binding, written instrument, which in the case of trust land, has been recorded at the Bureau of Indian Affairs Land Titles and Records Office with jurisdiction over the Band, or in the case of fee land, has been recorded with appropriate county register of deeds. The Band, in its discretion, also may record a land contract involving trust land with the appropriate county register of deeds.

(b) The Department of Housing may deny RRP assistance on any home that it deems to lack an adequate land contract.

(c) Upon request of the Department of Housing, the fee title holder must execute all security instruments required by the Department of Housing, including but not limited to, consent to the Lien.

### **11.10 Insurance**

Until the conditional grant is satisfied in full by either forgiveness or repayment, the Participant shall maintain insurance on the subject home to protect against casualty, fire and flood (if in a flood plain, as designated by the Band's Department of Natural Resources). The Band shall be named as a loss payee, and upon request, the Participant shall provide the Department of Housing with certificates of insurance evidencing the required insurance.

### **11.11 Tax Compliance**

Until the conditional grant is satisfied in full by either forgiveness or repayment, the Participant shall timely pay all property taxes and assessments and shall promptly notify the Department of Housing of any delinquent property tax or assessment.

## **ARTICLE 12**

### **WATER AND SEWER IMPROVEMENT PROGRAM**

#### **12.1 Purpose**

(a) Pursuant to the Indian Sanitation Facilities Act (Pub L 86-121), 42 U.S.C. 2400a, Indian Health Services (“IHS”) is authorized to assist members of federally recognized Indian tribes in obtaining a clean drinking water supply, along with a safe means of disposing of waste water; provided funds are available and the homes meet basic standards of living requirements (well insulated, have electricity, indoor plumbing, etc.)

(b) Accordingly, the purpose of the Water and Sewer Improvements Program (“WSIP”) is to provide grants to qualified Applicants to assist in replacing outdated or malfunctioning wells, septic systems, or connections to municipal water and sewer systems, or installing new systems or connections for newly constructed homes.

#### **12.2 Eligibility**

(a) To be eligible for the WSIP, an Applicant must meet all applicable IHS requirements, including, but not limited to, those stated on the IHS Application for Sanitation Services (“IHS Application”), which is attached to this Policy as Addendum D.

(b) Approval of an Application by IHS will be determined on a case-by-case basis and will depend on available funds.

(c) The Department of Housing will establish a priority of service for the WSIP, and IHS will notify the Department of Housing when an Applicant can be funded based upon the priority of service.

#### **12.3 Application**

(a) The Applicant must complete, and submit to Department of Housing, the IHS Application. The Department of Housing will forward the completed IHS Application to IHS for processing.

(b) The IHS Application constitutes a record of the Applicant seeking assistance under a Program and must be completed accurately and in its entirety.

(c) The Applicant shall sign the Application thereby attesting to the accuracy of the Application.

#### **12.4 No Assistance Agreement**

Notwithstanding Subsection 5.10(a) of this Policy, an Assistance Agreement is not required in connection with the WSIP because eligibility and participation are governed by applicable federal law.

## **ARTICLE 13 EMERGENCY ASSISTANCE PROGRAM**

### **13.1 Purpose**

The purpose of the Emergency Assistance Program (“EAP”) is to provide qualified Applicants with emergency assistance to assist in preventing eviction, or with payment of a security deposit or the first month’s rent, or other emergency housing needs, or to provide a conditional grant to assist in preventing foreclosure.

### **13.2 Eligibility**

To be eligible for the EAP:

- (a) The Applicant shall be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract;
- (b) The Applicant shall be a Citizen, or a Non-Citizen with legal custody of a Citizen minor child;
- (c) The Applicant shall meet Low Income Household requirements on the effective date of the Assistance Agreement;
- (d) The Applicant shall enter into all agreements required by the Department of Housing to participate in the EAP;
- (e) The Applicant shall demonstrate affordability of the rental unit or mortgage, as applicable, including but not limited to, complying with Subsection 3.5(a) of this Policy;
- (f) The Applicant shall provide the Department of Housing with a denial letter from another agency (FIA or SMCAA) in regard to foreclosure assistance.
- (g) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt to the Band as prohibited by Section 5.5, and shall complete all training and counseling required under Article 4, including mandatory financial training.
- (h) No more than one (1) Household member may receive assistance under the EAP at the same time, regardless of whether more than one (1) Household member is eligible for the EAP.

### **13.3 Amount of Assistance**

- (a) Assistance under the EAP shall not exceed the maximum amounts established by Tribal Council as set forth in Addendum B.
- (b) Notwithstanding Subsection 13.3(a) above, a Participant may receive EAP assistance, of any kind, only one (1) time in a five (5) year period.

(c) The Department of Housing shall provide EAP assistance solely as a last resort.

(d) A Participant shall use assistance provided under the EAP solely for the purpose stated in the Assistance Agreement.

#### **13.4 Potential Options**

(a) The Band shall endeavor to assist qualified Applicants in avoiding foreclosure and eviction; provided, however, before providing any monetary assistance under the EAP, the Participant shall exhaust all potential options, including but not limited to, pursuing the following:

(1) Repayment plan, where the lender adds the amount of delinquency to the regular payment over a term of three (3) to twelve (12) months;

(2) Loan modification, where the lender adds the amount of delinquency to the principle balance of the loan; and

(3) Partial claim (loans with PMI insurance and FHA only), where an insurer of the mortgage provides a loan for the amount of delinquency.

(b) The Department of Housing shall assist the Participant in pursuing available options.

#### **13.5 Insurance**

Until the conditional grant involving foreclosure assistance is satisfied in full by either forgiveness or repayment, the Participant shall maintain insurance on the subject home to protect against casualty, fire and flood (if in a flood plain, as designated by the Band's Department of Natural Resources). The Band shall be named as a loss payee, and upon request, the Participant shall provide the Department of Housing with certificates of insurance evidencing the required insurance.

#### **13.6 Tax Compliance**

Until the conditional grant involving foreclosure assistance is satisfied in full by either forgiveness or repayment, the Participant shall timely pay all property taxes and assessments and shall promptly contact the Department of Housing of any delinquent property tax or assessment.

## **ARTICLE 14 TRANSITIONAL HOUSING ASSISTANCE PROGRAM**

### **14.1 Purpose**

The purpose of the Transitional Housing Assistance Program (“THAP”) is to provide a blend of housing counseling, training and technical assistance along with temporary housing to assist qualified Applicants in improving social and economic status in order to regain independence, self-sufficiency and return to more traditional housing.

### **14.2 Eligibility**

(a) To be eligible for the THAP:

(1) The Applicant shall be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract;

(2) The Applicant shall be a Citizen;

(3) The Applicant shall be experiencing a housing crisis, such as being homeless or living in a shelter or substandard housing;

(4) The Applicant shall have legal custody of a Citizen minor child or possess a license to provide foster care to a Citizen minor child and require additional living space in connection with such licensure;

(5) The Applicant shall enter into all agreements required by the Department of Housing to participate in the THAP; and

(6) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt to the Band as prohibited by Section 5.5; shall provide all documentation and information requested by the Department of Housing in accordance with Subsection 3.5(a); and shall complete all training and counseling required under Article 4.

(b) Notwithstanding Subsection 3.4(c) of this Policy, a Criminal History involving Violent Criminal Activity or Drug Related Criminal Activity shall not disqualify an Applicant or any Household member, but an Applicant shall be disqualified for Criminal Sexual Conduct in accordance with Subsection 3.4(c) of this Policy.

### **14.3 Selection**

(a) The Department of Social Services shall identify potential Applicants for the THAP through a team approach; provided Applicants with multiple Citizen minor children shall have priority as set forth in the scoring form attached as Addendum A to this Policy.

(b) After identifying a potential Applicant, the Department of Social Services shall present information on the potential Applicant to the Band's Family Welfare Commission for decision.

(c) After decision, the Department of Social Services shall send the Department of Housing a written request for occupancy.

(d) The Department of Housing shall then facilitate the application process in accordance with this Policy.

#### **14.4 Term of Housing**

A Household may receive temporary housing for up to twenty-four (24) months.

#### **14.5 Rent Calculation**

(a) Participants shall pay monthly rent in an amount equal to the lower of thirty percent (30%) of Adjusted Income or the maximum amount established by Tribal Council as set forth in Addendum B.

(b) Rent payments shall be paid to the Department of Housing.

#### **14.6 Lease**

(a) Prior to the expenditure of funds under the THAP, the Participant shall enter into a lease with the Band, which shall be provided by the Department of Housing.

(b) Among other things, the lease shall impose specific obligations upon the Participant regarding storage and disposal of waste and upkeep and cleanliness of the interior and exterior of the premises.

#### **14.7 No Assistance Agreement**

Notwithstanding Subsection 5.10(a) of this Policy, an Assistance Agreement is not required in connection with the THAP because the Participant will execute a lease with the Band.

## **ARTICLE 15 ADDITIONAL HOUSING SERVICES**

### **15.1 Inspection Services.**

(a) Inspections are one major tool to help uncover any concerns with a home so that potential qualified Applicants are aware of the home's condition before closing.

(b) The Department of Housing shall provide inspections to Citizens as time permits after providing inspections to implement the Programs outlined in this Policy.

### **15.2 Smoke and Carbon Monoxide Detectors**

(a) The Department of Housing shall provide smoke and carbon monoxide detectors to Citizens, subject to available funding.

(b) All detectors shall be provided with a fresh set of batteries, if available.

(c) The Department of Housing shall offer to install all detectors for those Citizens who are Elders, are a Person with Disabilities; or are single parents with children.

### **15.3 Release and Indemnification**

Before the Department of Housing conducts any inspection or provides or installs any detectors, the Citizen shall sign the Release and Indemnity Agreement attached as Addendum D to this Policy.

### **15.4 Assistance Agreement**

Notwithstanding Subsection 5.10(a) of this Policy, Participants are not required to sign an Assistance Agreement in connection with the Department of Housing providing the additional housing services described herein.



## **ARTICLE 16 RENTAL HOUSING PROGRAM**

### **16.1 Purpose**

The purpose of the Rental Housing Program (“RHP”) is to provide Low-Income Housing Units and other Housing Units to qualified Applicants.

### **16.2 Eligibility**

(a) To be eligible for the RHP:

(1) The Applicant shall be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract;

(2) The Applicant shall be a Citizen;

(3) An Applicant for a Low-Income Housing Unit shall satisfy Low Income Household requirements on the date the Department of Housing determines eligibility and recertifies eligibility prior to initial occupancy;

(4) An Applicant for a Housing Unit other than a Low-Income Housing Unit shall have Adjusted Income of at least three (3) times the monthly rent on the date the Department of Housing determines eligibility and recertifies eligibility;

(5) The Applicant shall enter into all agreements required by the Department of Housing to participate in the RHP, including without limitation, executing and delivering the lease and all required payments to the Department of Housing by the acceptance deadline;

(6) The Applicant must not be ineligible for admission under Section 3.4 of this Policy; and

(7) The Applicant shall satisfy all requirements of this Policy, including but not limited to, shall not owe a delinquent debt as prohibited by Section 5.5 of this Policy.

(b) Sections 4.2 and 4.3 of this Policy shall not apply to the RHP.

### **16.3 Occupancy Limits**

The Department of Housing will assign Housing Units based on the following occupancy limits:

(a) Housing Units with Two (2) bedrooms shall have one (1) to four (4) Household members; and

(b) Housing Unit with Three (3) bedrooms shall have three (3) to six (6) Household members.

## **16.4 Priority in Selection**

(a) Notwithstanding Subsections 3.8(a)(2) and 3.9(a) of this Policy, Participants who seek to move to a different size Housing Unit shall have priority over all Applicants included on the waiting list, provided that the move is due to a change in either Household composition or Adjusted Income, as illustrated by the following examples:

(1) A Participant with two (2) children seeks to move from a two (2) bedroom to a three (3) bedroom Housing Unit after a change in Household composition following the birth of a third child; or

(2) A Participant seeks to move from a three (3) bedroom to a two (2) bedroom Housing Unit after a reduction in Adjusted Income caused by loss of employment.

(b) Participants who seek to move to a different sized Housing Unit must complete an Application in accordance with this Policy and comply fully with all requirements of Article 3 of this Policy.

(c) Upon approval by the Department of Housing, the Applicants will be placed on the waiting list based upon the date and time the Application was submitted, with the earlier Applicant being first on the list.

## **16.5 Principle Residence**

During the term of the lease, the Housing Unit provided under the RHP must remain, at all times, the Participant's principle residence.

## **16.6 Lease**

(a) The Department of Housing shall provide the lease, which shall be entered into prior to occupancy of the Housing Unit. The lease will describe the obligations and rights of the parties and shall remain in effect at all times. The Department of Housing shall provide the Participant with a copy of the lease.

(b) The term of the lease shall be for one (1) year and may be renewed upon mutual agreement of the Band and the Participant.

## **16.7 Housing Act**

In addition to the requirements of the lease, the parties have additional obligations and rights under Band law, including without limitation, the Housing Act. For instance, the Housing Act imposes obligations upon landlords and tenants and states available remedies. The Participant shall be provided with a copy of the Housing Act.

## **16.8 Policies and Procedures**

The Department of Housing has in effect, and may develop, reasonable policies and procedures regarding the use and occupancy of a Housing Unit and Band Land. The Participant shall be provided with a copy of applicable policies and procedures. The Housing Act governs the issuance of policies and procedures by the Department of Housing.

## **16.9 Rent**

(a) The monthly rent for a Low-Income Housing Unit shall not exceed the lower of thirty percent (30%) of the Household's Adjusted Income or the maximum amount established by Tribal Council as set forth in Addendum B.

(b) The monthly rent for a Housing Unit other than a Low-Income Housing Unit shall be the applicable amount established by Tribal Council as set forth in Addendum B.

## **16.10 Payment**

(a) The Department of Housing will send out monthly invoices or bills, provided that any failure to send out monthly invoices or bills, or a Participant's non-receipt of the same, shall not delay, change or affect a Participant's payment obligation. Monthly payments shall be paid on the 1<sup>st</sup> day of each month, provided that if any payment due date falls upon a Band holiday or weekend, the next immediate calendar date, which is not a Band holiday or weekend, shall be the payment due date.

(b) Pursuant to the Housing Act, the Band may bring an unlawful possession action in Tribal Court if the Participant fails to pay all rent owed under a Lease within ten (10) calendar days of the date of payment stated in the Lease.

(c) Pursuant to the Housing Act, as a prerequisite bringing an unlawful possession action for failure to pay rent, damages or other amounts required to be paid under the Lease, the Department of Housing will provide the Participant with notice to comply or quit at least seven (7) calendar days prior to the date to comply or quit.

(d) The Department of Housing will accept payment in the form of cash, direct debit, personal check, cashier check or money order and made payable to the Department of Housing. The Department of Housing shall coordinate with the Band's Department of Finance to arrange direct debit payments when possible.

(e) Monthly payments received after the close of business (5:00 p.m.) by the 10<sup>th</sup> day of each month are late and shall be assessed a \$20 late fee.

(f) If a personal check is returned by the bank for nonsufficient funds ("NSF"), the Participant shall repay the Department of Housing the amount of the original check, plus the full cost of all fees imposed on the Department of Housing by the bank.

(g) If payment is received after the due date as a result of a NSF check, the Participant shall be assessed a \$20 late fee.

(h) The Department of Housing shall not accept a personal check from any Participant who has submitted two NSF checks in any two (2) year period, rather such Participant shall be required to make payments using a money order or cashier check.

### **16.11 Recertification**

(a) All Participants shall be recertified annually. Prior to any automatic renewal of any Lease, the Band's Department of Housing will request information or documentation from Tenant and Household Members in connection with recertification, including without limitation, relating to household income and composition and will conduct background investigations pursuant to Section 3.6 of the All Programs Policy.

(b) A lease shall not be renewed if a Participant or Household Member fails to continue to satisfy all eligibility requirements at all times, as required under Subsection 3.10(a) of this Policy.

(c) The Department of Housing may adjust the rent in connection with recertification, with any such changes taking effect on the date of renewal of the lease.

(d) Notwithstanding any other provision of this Lease, if the Department of Housing determines that any information or documentation provided by Tenant, or any Household Member, to the Department of Housing is inaccurate or incomplete and that the rent would have been higher but for such the inaccuracy or omission, then the Department of Housing will increase the rent to the proper amount retroactively and may exercise all available remedies. Tenant shall be liable for and, upon demand, shall pay to the Department of Housing the full amount owed due to any retroactive increase, and any future rent shall be adjusted to include such increase.

### **16.12 No Assistance Agreement**

Notwithstanding Subsection 5.10(a) of this Policy, an Assistance Agreement is not required in connection with the RHP because the Participant will execute a Lease with the Band.

**ARTICLE 17**  
**HOMEOWNER REPAIR REIMBURSEMENT PROGRAM**

**17.1 Purpose**

The purpose of the Homeowner Repair Reimbursement Program (“HRRP”) is to provide reimbursement for necessary emergency replacements or repairs to an eligible building for qualified Applicants.

**17.2 Eligibility**

To be eligible for the HRRP:

(a) The Applicant shall:

(1) Be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract; and

(2) Be a Citizen; or

(3) Be a Non-Citizen who:

(A) Has legal custody of a Citizen minor child who resides with the Applicant in the home that was subject to the replacement or repair; or

(B) Is the legal guardian of a Citizen with a Permanent Disability who resides with the Applicant in the home that was subject to the replacement or repair.

(b) In regard to income requirements:

(1) The Applicant shall exceed Low Income Household requirements and may reside within or outside of the Service Area on the date of Application; or

(2) The Applicant shall satisfy Low Income Household requirements and must reside outside of the Service Area on the date of Application.

(c) The Applicant shall satisfy all requirements of this Policy, including but not limited to, Sections 3.5 and 5.5.

**17.3 Amount of Assistance**

(a) Assistance under the HRRP shall not exceed \$500.00 per Household.

(b) No more than one (1) Application for assistance under the HRRP may be submitted at the same time.

(c) Participants who received, or Household members of a home for which HRRP assistance was provided, shall not be eligible for a period of three (3) years from the date the last HRRP project was completed or discontinued, as determined by the Department of Housing.

(d) Assistance under the HRRP is subject to available funding.

#### **17.4 Eligible Buildings**

To be eligible for the HRRP, the subject building shall:

- (a) Be owned by the Applicant;
- (b) Be the Applicant's principle residence, or an attached or detached garage to the principle residence;
- (c) Be a conventional home, manufactured or mobile home, or condominium;
- (d) Be insured against casualties;
- (e) Not be subject to any legal proceeding to foreclose on any mortgage, or for non-payment of property taxes or assessments; and
- (f) Not be a storage shed or similar structure.

#### **17.5 Eligible Repairs**

The following types of emergency replacements or repairs are eligible for reimbursement under the HRRP:

- (a) Heating systems;
- (b) Cooling systems;
- (c) Electrical systems;
- (d) Plumbing;
- (e) Roof;
- (f) Door and window;
- (g) Concrete and structural;
- (h) Insurance deductible after casualty;
- (i) Damage caused by fire, flood or acts of God;

- (j) Mold, radon and other environmental testing and/or remediation;
- (k) Handicap accessibility features; and
- (l) Pest control.

#### **17.6 Reimbursement**

- (a) Before a Participant will be reimbursed under the HRRP:
  - (1) The repair must be complete and have passed applicable code requirements;
  - (2) The Participant must have paid for the repair in full; and
  - (3) Upon request, the Participant must provide evidence of such completion, compliance and payment in a form required by the Department of Housing.
- (b) Reimbursement under the HRRP will be made directly to the Participant.

#### **17.7 No Assistance Agreement**

Notwithstanding Subsection 5.10(a) of this Policy, an Assistance Agreement is not required in connection with the HRRP because payments are made on a reimbursement basis with proof of expenditure and do not constitute a conditional grant.

**ARTICLE 18 is reserved.**

**ARTICLE 19 is reserved.**

**ARTICLE 20 is reserved.**



## **ARTICLE 21 TERMINATION OF ASSISTANCE AGREEMENTS**

### **21.1 Purpose**

(a) The purpose of this Article 21 is to state the procedures for terminating Assistance Agreements for Programs.

(b) No provision of this Policy or any Assistance Agreement shall govern or limit, in any way, the right of any landlord, including the Band, to terminate any lease or rental agreement with any Participant; rather all such terminations shall be governed solely by the lease or rental agreement and applicable law, which may include the Housing Act.

### **21.2 Notice of Violation**

(a) Prior to the Department of Housing terminating an Assistance Agreement for a Program, the Department of Housing shall provide the Participant with notice which:

(1) describes the basis for the termination, including specifying the provision(s) of the Assistance Agreement which were violated;

(2) states that unless the Participant cures the violation within ten (10) calendar days of the date stated on the notice, the Assistance Agreement shall terminate; and

(3) states that if the Department of Housing terminates the Assistance Agreement, the Participant shall have the opportunity to Appeal such determination pursuant to Article 22 of this Policy.

(b) The Participant must demonstrate to the reasonable satisfaction of the Director of Housing that any and all violations were fully cured.

### **21.3 Notice to Landlord**

Upon termination of any Assistance Agreement involving the RAP, the Department of Housing shall provide notice thereof to the landlord.

### **21.4 Continuing Obligation**

(a) Subject to Subsection 5.7(e) of this Policy, termination of any Assistance Agreement by the Department of Housing shall not waive, limit, reduce, or otherwise affect, any amounts owed to the Department of Housing prior to termination, including but not limited to, amounts owed under any Assistance Agreement in connection with any conditional grant.

(b) Upon termination of any Assistance Agreement involving a conditional grant, the Department of Housing shall provide the Participant with notice of all amounts owed in connection with such Program.

## **21.5 Participant Termination**

(a) The Participant may terminate any Assistance Agreement at any time with notice to the Department of Housing.

(b) Subject to Subsection 5.7(e) of this Policy, termination of any Assistance Agreement by the Participant shall not waive, limit, reduce, or otherwise affect, any amounts owed to the Department of Housing prior to termination, including but not limited to, amounts owed under the Assistance Agreement in connection with any conditional grant.

## **ARTICLE 22 APPEAL PROCEDURES**

### **22.1 Purpose**

(a) The purpose of this Article 22 is to state the procedures governing Appeals, including but not limited to, any certification of ineligibility or termination of any Assistance Agreement by the Department of Housing.

(b) The Tribal Council has not established a tribally designated housing authority. The Department of Housing constitutes a department of the Band under the authority and supervision of the Tribal Council. Therefore, the Tribal Council will serve as the Appeal Panel.

### **22.2 Right of Appeal**

Any Participant, who is adversely affected by action or inaction of the Department of Housing in connection with the Programs, or who is certified as ineligible for any Development, has the right of appeal in accordance with this Article 22.

### **22.3 Form of Appeal**

(a) The Appeal shall be in writing, signed by the Complainant, and shall:

(1) identify the action or inaction of the Department of Housing which is the subject of the Appeal;

(2) describe why the action or inaction of the Department of Housing was incorrect; and

(3) state all relief requested.

(b) The Appeal shall be addressed to the Director of Housing and delivered, in accordance with Subsection 23.2 of this Policy, no later than ten (10) business days after the date of the action or inaction which is subject to the Appeal.

(c) Any Participant who fails to comply fully with the requirements of this Section 22.3 shall waive all rights to Appeal; provided this provision shall not prohibit submission of any Application for any Program.

### **22.4 Informal Resolution**

(a) The Director of Housing shall make reasonable efforts to resolve the Appeal informally, including but not limited to, attempting to schedule a meeting with the Complainant for such purpose.

(b) All Appeals which are resolved through such informal resolution shall be reduced to writing and signed by the Complainant and the Director of Housing.

## **22.5 Administrative Decision**

(a) If an Appeal is not resolved informally, the Director of Housing shall issue an administrative decision on the Appeal, which shall be in writing, signed by the Director and include the following:

- (1) analysis of the Appeal (findings of fact and conclusions of law, or both);
- (2) decision on the Appeal;
- (3) the right of the Complainant to an Appeal Hearing; and
- (4) the procedure for requesting an Appeal Hearing.

(b) The Director of Housing shall ensure that the administrative decision on the Appeal is delivered, in accordance with Subsection 23.2 of this Policy, to the Complainant no later than twenty (20) business days after receipt of the Appeal.

## **22.6 Request for Appeal Hearing**

(a) If the Complainant is dissatisfied with the administrative decision on the Appeal, the Complainant may request, in a writing signed by the Complainant, a hearing before the Appeals Panel.

(b) The request for an Appeal Hearing shall be delivered, in accordance with Subsection 23.2 of this Policy, to the Government Manager no later than five (5) business days after receipt of the Director of Housing's administrative decision on Appeal.

(c) Any Participant who fails to comply fully with the requirements of this Section 22.6 shall waive all rights to an Appeal Hearing, and the Director of Housing's administrative decision on the Appeal shall be final.

## **22.7 Informal Resolution**

(a) The Government Manager shall make reasonable efforts to resolve the Appeal informally, including but not limited to, attempting to schedule a meeting with the Complainant for such purpose.

(b) All Appeals which are resolved through such informal resolution shall be reduced to writing and signed by the Complainant and the Government Manager.

## **22.8 Scheduling of Appeal Hearing**

(a) If an Appeal is not resolved informally, the Government Manager shall provide the Chairperson with written notice of the Complainant's request for an Appeal Hearing and shall facilitate scheduling of the Appeal Hearing to occur at a regular or special meeting of the Tribal Council.

(b) The Chairperson shall endeavor to schedule the Appeal Hearing to occur within thirty (30) calendar days after the date of receipt of the written notice of the Complainant's request for an Appeal Hearing.

(c) The Tribal Council shall serve as the Appeal Panel, regardless of whether the Tribal Council was involved, directly or indirectly, in any prior discussion or decision relating to the Appeal.

(d) The Government Manager shall ensure that written notice of the date, time, and location of the Appeal Hearing is delivered, in accordance with Subsection 23.2 of this Policy, to the Complainant no later than ten (10) business days prior to the Appeal Hearing date.

## **22.9 Review and Disclosure**

(a) The Complainant may review the Complainant's file maintained by the Department of Housing, including all documents which were used by the Department of Housing in making the decision which is the subject of the Appeal.

(b) The review shall occur at the Department of Housing offices at a mutually agreed upon time during normal business hours.

(c) Upon written request of either the Director of Housing or the Complainant, which is delivered, in accordance with Subsection 23.2 of this Policy, no later than five (5) business days prior to the Appeal Hearing date, the parties shall meet at the Department of Housing offices at a mutually agreed upon time during normal business hours, and each party shall disclose in writing all witnesses the party intends to call at the Appeal Hearing.

## **22.10 Appeal Hearing**

(a) The Appeal Hearing shall be open to Citizens, unless closed in accordance with the Band's Open Meetings Act.

(b) The Chairperson shall preside over the Appeal Hearing, including ruling on questions of procedure; provided, however, the Chairperson may consult with legal counsel on procedural and evidentiary matters.

(c) No formal rules of evidence shall apply to the Appeal Hearing. The Hearing Panel may consider any evidence deemed relevant, authentic and reliable by the Chairperson; subject, however, to all privileges recognized under applicable law.

(d) The Chairperson shall maintain order and decorum at the Appeal Hearing. The Chairperson may ask any disruptive audience member to leave, and may have such person removed in accordance with the Tribal Council Procedures Act. Removal from the Appeal Hearing may result in a decision adverse to the interests of a removed party and automatic granting or denial of the relief sought.

(e) The Director of Housing shall represent the Department of Housing at the Appeal Hearing. Neither the Department of Housing nor the Complainant may be represented by an attorney at the Appeal

Hearing; provided a non-attorney representative may speak on behalf of the Complainant. Department of Housing staff may attend the Appeal Hearing.

(f) The Director of Housing and the Complainant shall each have the following rights at the Appeal Hearing: (1) to call witnesses; (2) to question all witnesses called by the other party; and (3) to introduce evidence, subject to Subsection 22.10(c) above.

(g) The Complainant shall bear the burden of proof to establish by a preponderance of evidence that the administrative decision of the Director of Housing was arbitrary and capricious.

(h) The Appeal Hearing shall proceed as follows:

(1) The Chairman shall open the Appeal Hearing by calling it to order, and asking the Complainant, the Complainant's non-attorney representative (if any), all Department of Housing staff, and all others in attendance to identify themselves.

(2) The Complainant shall first make a statement and then present his or her case, which shall include calling witnesses and presenting evidence. The Director of Housing may question all witnesses called by the Complainant.

(3) The Director of Housing then shall make a statement and present his or her case, which shall include calling witnesses and presenting evidence. The Complainant, or the Complainant's non-attorney representative (if any), may question all witnesses called by the Director of Housing.

(4) Notwithstanding the foregoing, the Appeal Board may vary (either formally or in practice) the procedures set forth in this Section 22.10; provided, however, the parties must be treated equally and afforded the rights under Subsection 22.10(f) above.

(i) The Director of Housing and the Complainant may testify as witnesses at the Appeal Hearing. The Chairman and other members of the Appeal Panel, after being recognized by the Chairman, may question witnesses at the Appeal Hearing. All witnesses shall be required to testify under oath administered by the Chairperson.

## **22.11 Hearing Panel Decision**

(a) The Chairperson shall declare the Appeal Hearing concluded following presentment of the evidence.

(b) After the Appeal Hearing is concluded, the Hearing Panel shall deliberate and, following deliberation, shall vote to sustain, reverse, or modify Director of Housing's administrative decision on the Appeal.

(c) The Hearing Panel shall not issue a written decision, and the vote of the Hearing Panel shall be final and binding and shall not be subject to any further appeal.

(d) Any Complainant, who fails to attend the Appeal Hearing or to comply fully with the requirements of this Section 22.11, shall waive all rights to an Appeal Hearing, and the Director of Housing's administrative decision on the Appeal shall be final.

### **22.12 No Suspension**

The filing of an Appeal shall not suspend, delay, negate, delay or disrupt the implementation of the action or inaction of the Department of Housing which is the subject of the Appeal.

### **22.13 Limitation**

(a) This Article 22 shall not confer any right upon any employee, contractor, or vendor of the Band; provided, however, any such person may file an Appeal hereunder in the capacity of a Participant.

(b) A member of the Appeal Panel may file an Appeal hereunder in the capacity of a Participant; subject, however, to all limitations contained in applicable law, including but not limited to, Section 9.06 of the Tribal Council Procedures Act.

## **ARTICLE 23 GENERAL PROVISIONS**

### **23.1 Severability**

In the event that any provision of this Policy is held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair any remaining portion of such provision or any other provision of this Policy.

### **23.2 Notices**

(a) Notices provided for herein shall be in writing, and shall be addressed as required under this Policy to the Department of Housing offices, or the Band's Administrative offices in the case of notice to the Government Manager, or to the Participant at the address of the Housing Unit or home on file with the Department of Housing. The Band may designate a different address for notices to it by giving written notice of such change of address to the Participant.

(b) All notices required or permitted under this Policy shall be delivered either in person or by first class United States mail with postage prepaid. Any notice mailed in such manner shall be deemed delivered two (2) days after being sent.

### **23.3 Conflicts**

(a) This Policy is intended to be interpreted in a manner consistent with applicable law, including Band law. If any provision of this Policy conflicts with applicable law, then such applicable law shall control.

(b) If any provision of an Assistance Agreement conflicts with this Policy, this Policy shall control.

### **23.4 Distribution**

The Department of Housing shall make this Policy available to all Participants.

### **23.5 Addenda**

The following Addenda, as may be amended from time to time, are incorporated into this Policy:

- (a) Assignment Scoring Form
- (b) Maximum Rent and Assistance Limits
- (c) Fair Market Rents for Applicable County
- (d) Release and Indemnification Agreement
- (e) Authorization for Release of Information and Waiver



## ADDENDUM A Assignment Scoring Form



*OFFICE USE ONLY. PLEASE DO NOT MARK*

### Addendum C

<b>Rental Housing Selection Scoring (non-elder housing)</b>
Verifiable income from employment related activity including retirement or unemployment benefits = <b>10 pts.</b>
Good Credit Score, 600 FICO or better = <b>10 pts.</b>
Good Landlord References or Good Mortgage History (no more than 3 late pays beyond grace period) over past 60 months = <b>10 pts.</b>
Veteran in Household with Honorable discharge (DD 214) or Active Duty Military = <b>10 pts.</b>
PB Children in Household full or part time = <b>10 pts.</b>
Currently Homeless declared by outside agency = <b>10 pts.</b>
Medical Disability per documentation from SSA or VA = <b>10 pts.</b>
Family in Crisis as determined by PB Social Services = <b>10 pts.</b>
Head of Household is Full Time Student = <b>10 pts.</b>
If family turns down an available home = <b>deduct 20 pts.</b>

**ADDENDUM B**  
**Maximum Rent and Assistance Limits**

1. **Rental Assistance Program.**

- Rental assistance shall not exceed \$300 per month.

2. **Student Temporary Housing Assistance Program.**

- Rental assistance shall not exceed \$250 per month.

3. **Lease to Own Program**

- The maximum Participant down payment contribution shall not exceed \$750.
- The maximum monthly rent payment shall not exceed \$450 for a three (3) bedroom home.

4. **Home Ownership Program**

- The maximum down payment assistance shall not exceed \$30,000.
- The maximum closing cost assistance shall not exceed \$2,500.
- The maximum down Participant down payment contribution shall not exceed \$750.

5. **Repair and Rehabilitation Program**

- The maximum amount of assistance shall not exceed \$30,000.
- The maximum amount of assistance for a manufactured home, double-wide or trailer shall not exceed \$10,000.
- The maximum down Participant down payment contribution shall not exceed \$750.

6. **Emergency Assistance Program**

- The maximum amount of assistance shall not exceed \$1,500 per incident or \$5,000 in the case of foreclosure assistance.

**7. Transitional Housing Assistance Program**

- Participants shall pay monthly rent in an amount equal to the lower of thirty percent (30%) of Adjusted Gross Income or as set forth below:
  - Months 1-6                    \$0
  - Months 7-12                 \$150
  - Months 13-18                \$250
  - Months 19-24                \$300

**8. Rental Housing Program.**

- The maximum monthly rent for a Low-Income Housing Unit shall not exceed:
  - \$623 per month for a two (2) bedroom Townhome
  - \$681 per month for a three (3) bedroom Townhome
- The monthly rent for a Housing Unit other than a Low-Income Housing Unit shall be:
  - \$623 per month for a two (2) bedroom Townhome
  - \$681 per month for a three (3) bedroom Townhome

**9. Homeowner Repair Reimbursement Program**

- The maximum assistance under the HRRP shall not exceed \$500.00 per Household.

**10. Annual Adjustment.**

- Each year, on or about January 1<sup>st</sup>, the Department of Housing may adjust any maximum monthly rent amount stated in this Addendum B without approval of the Tribal Council.
- The Department of Housing shall promptly amend this Addendum B to reflect any such adjustment to any maximum monthly rent amount.
- Any such adjustment to any maximum monthly rent amount shall be based upon the Annual Adjustment Factors established by HUD based upon Consumer Price Index data relating to changes in residential rent and utility costs.

**ADDENDUM C**  
**Fair Market Rent for Applicable County**

**ADDENDUM D**  
**IHS Application for Sanitation Services**

**ADDENDUM E**  
**Release and Indemnification Agreement**

In consideration for the Band providing any inspection services or smoke and carbon monoxide detectors pursuant to this Policy (“Services”), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the below identified signatory (“Participant”) agrees as follows:

(a) To the fullest extent permitted by law, the Participant, on behalf of himself or herself, and his or her personal representatives, successors, assigns, and heirs, as applicable, hereby acknowledges: (a) that the Services may involve or result in certain risks or dangers, including but not limited to injury, bodily harm, disability and death arising from accidents or other events (“Risks”); (b) that the Risks may be caused by the acts or omissions of the Band, its officials, employees, agents, or others; and (c) that there may be Risks that are not known or reasonably foreseeable at this time. Participant hereby accepts and solely assumes the Risks, and all responsibility for all losses, costs, expenses, damages, and injuries incurred, directly or indirectly, in connection with the Services.

(b) To the fullest extent permitted by law, the Participant, on behalf of himself or herself, and his or her personal representatives, successors, assigns and heirs, as applicable, hereby forever releases, waives, discharges and covenants not to sue the Band and its officers, directors, employees, representatives, agents (“Released Parties”) from any and all claims, actions, suits, damages, liabilities, costs, expenses, and fees of every nature whatsoever which arise, directly or indirectly, in connection with the Services.

(c) To the fullest extent permitted by law, the Participant shall indemnify and hold the Released Parties harmless from and against any and all damages, liabilities, awards, settlements, costs, expenses and fees, including reasonable attorney fees and court costs, which arise, directly or indirectly, from any and all threatened or pending claims, actions or suits brought in connection with the Services.

(d) This Agreement shall be construed pursuant to the laws of the Pokagon Band. Nothing contained herein shall be construed to waive the sovereign immunity of the Pokagon Band or any other Released Party. If a court of competent jurisdiction shall adjudge any provision hereof to be invalid, such judgment shall not affect or invalidate any other provision of this Agreement.

By signing below, the undersigned Participant hereby acknowledges that he or she has read this entire Agreement and has voluntarily agreed to the same, without duress, and with full knowledge of the consequences thereof.

\_\_\_\_\_  
**Signature of Participant**

\_\_\_\_\_  
**Date of Signature**

\_\_\_\_\_  
**Print Name of Participant**

**ADDENDUM F**  
**Authorization for Release of Information and Waiver**

To: \_\_\_\_\_ Applicant's Name: \_\_\_\_\_  
\_\_\_\_\_ Place and DOB: \_\_\_\_\_  
\_\_\_\_\_ Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

The Pokagon Band of Potawatomi Indians ("Band") requires all applicants for the Band's Rental Housing Program ("Program") to authorize a background investigation ("Investigation"). The signatory identified herein ("Applicant") seeks to participate in the Program and voluntarily executed this Authorization for Release of Information and Waiver ("Authorization") with full knowledge of its consequences, including without limitation, potential adverse effects on eligibility for the Program.

The Applicant agrees that the scope of Investigation may include any information about the Applicant of any nature whatsoever which may reflect on eligibility for the Program, including without limitation, names and dates employers, credit and financial information, housing information, and information relating to personal characteristics, mode of living, and criminal history ("Information"). The Applicant authorizes the Band to conduct Investigation at any time following execution of this Authorization, including without limitation, at any time during participation in the Program.

The Applicant agrees that Information may be gathered from any individual, organization, entity, government, agency or any other source whatsoever which may have knowledge concerning any Information ("Source") and acknowledges, without limitation, that Information may be gathered from public records, including concerning the Applicant's criminal history. The Applicant authorizes any Source to release or otherwise provide to the Band any Information upon presentment of this Authorization. The Band will maintain all Information as confidential in accordance with applicable law. A copy of this Authorization is valid as an original.

To the fullest extent permitted under applicable law, the Applicant forever releases, waives and covenants not to sue the Band, any Source which provides any Information, and their respective officials, employees, representatives and agents ("Released Parties") from any and all claims, actions, suits, damages, liabilities, costs, expenses, and fees of every nature whatsoever, which arise or are incurred, directly or indirectly, in connection with the release of any Information to the Band.

The Applicant shall indemnify and hold the Released Parties harmless from and against any and all damages, liabilities, awards, settlements, costs, expenses and fees of every nature whatsoever, including but not limited to, reasonable attorney fees and litigation costs, which arise or are incurred, directly or indirectly, in connection with any threatened or filed claims, actions and suits brought by any third party, the Applicant, or anyone on behalf of the Applicant in connection with the release of any Information to the Band.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_