

DEVELOPMENT 3 REFERENCE MATERIAL

	DESCRIPTION	PAGE
1. 1	ARE YOU READY TO DEVELOP	2
2.	RENT UP SCHEDULE	3
3.	CONFLICT OF INTEREST IN IHBG HOUSING ADMISSIONS	4
4.	INSURANCE REQUIREMENTS	8
5.	PIH INSPECTIONS	12
6.	CALCULATING INCOME FOR ELIGIBILITY PURPOSES	15
7.	PIH ASSISTING NON-LOW INCOME FAMILIES	19
8.	2020 USEFUL LIFE	27
9.	2014 USEFUL LIFE	52
10.	AFFORDABLE HOUSING ACTIVITIES & ADMINISTRATIVE EXPENSES	57
11.	CATEGORIZING MAINTENANCE ACTIVITY & ENVIRONMENTAL LEVEL	63
12.	OPERATING EXPENSES	69
13.	ALLOWABLE & UNALLOWABLE COSTS	70
14.	REGULATION INDEX	76
15.	2 CFR PART 200 TABLE OF CONTENTS	83
16.	FILE ORGANIZATION SUGGESTIONS	87
17.	SAMPLE CONTRACT FILE ARRANGEMENT	90
18.	FILE DELINQUENCY CHECKLIST	82
19.	HOUSING COUNSELING POLICY SAMPLE	94
20.	ONE-ON-ONE COUNSELING	97
21.	CLIENT ACTION PLAN SAMPLE	100
22.	COLLECTION AND COMPLIANCE SAMPLE	111
23.	INSPECTION FLOW CHART	126
24.	INSPECTION FORM SAMPLE	127
25.	SAMPLE MAINTENANCE PLAN	132
26.	RESERVE ANALYSIS	141
27.	5-YEAR NON-ROUTINE MAINTENANCE PROJECTION	143
28.	10-YEAR REPLACEMENT PLAN	144
29.	FMR HOUSING MANAGEMENT & MARKETING PLAN	145
30.	STATE FUNDED HOUSING SERVICES MANAGEMENT PLAN	170
31.	REPORTS	179
32.	PROFORMAS	183
33.	PROFORMA ACTIVITY	193
34.	NEZ PERCE PROPERTY & ROADS MAINTENANCE PLAN	194
35.	INTERNAL CONTROL	216
36.	LWOP PROFORMA EXCERPT	228
37.	NPTHA USE & OCCUPANCY AGREEMENT	229
38.	SELF-MONITORING POLICY	251

QUESTIONS	YES	NO	SOMEWHAT
1. Do you have annual goals and performance objectives?			
2. Can you explain your organizational framework?			
3. Are you able to list all your and their requirements?			
4. Can you identify specific administrative requirements?			
5. Can you identify the types of housing counseling services provided?			
6. Do you know your delinquency rate?			
7. Do you know how many units you own?			
8. Do you know how long it takes to get a vacated unit ready for occupancy?			
9. Do you know your staffing requirements			
10. Can you identify your properties' routine maintenance needs?			
11. Can you identify capital improvements and associated costs for the next five years?			
12. Can you describe your resident service and supportive service needs?			
13. Can you describe the policies governing your programs?			
14. Do you know your occupancy and vacancy rate?			

RENT-UP SCHEDULE

1	_____	Review and establish marketing plan/establish tenant selection criteria.
2	_____	Call newspapers regarding advertisements.
3	_____	Outreach to community through advertisements in papers, and letters/flyers to community groups, churches, employers.
4	_____	Accept requests for applications. Mail-out applications. Complete mail out of application packets. Send letter with application describing Resident Selection Guidelines and date and time of lottery
5	_____	
6	_____	Deadline to receive applications.
7	_____	Lottery date.
8	_____	Complete mail out of lottery letters to applicants.
9	_____	Complete mail out of letter of non-qualification (over-income, pets, incomplete application, no credit check fee).
10	_____	Grievance complete.
11	_____	Begin credit/eviction checks and screen for negative information.
12	_____	Complete sending letters of denial for negative information on credit/eviction to those that apply.
13	_____	Send letters of interviews.
14	_____	Begin interviewing. Complete final screening, background checks, home visits and resident selection based on verified information.
15	_____	Notify applicants of status. Notify qualified applicants of Open House
16	_____	
17	_____	LEASE SIGNING
18	_____	OPEN HOUSE
19	_____	MOVE IN



No. 2002-13
July 25, 2002

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: All Tribal Government Leaders and Tribally Designated Housing Entities (TDHE)

FROM: Ted Key, Acting Deputy Assistant Secretary, PN

TOPIC: Conflict of Interest in IHBG Housing Admissions

Purpose: The purpose of this Guidance is to help IHBG recipients manage those situations where conflicts of interest arise within housing programs governed by the Native American Housing Assistance and Self-Determination Act (NAHASDA) and to ensure fair and equitable treatment for all eligible participants of those programs.

References: NAHASDA Sections: 201(b), 203(d), 207(b) and 408; 24 CFR 85.36(a)(3); 24 CFR 1000.30, 1000.32, 1000.34 and 1000.36

Background: On August 2, 2001, the Department of Housing and Urban Development's (HUD) Office of Inspector General (OIG) published its report of a nationwide audit of the implementation of NAHASDA. Finding Number 6 of that audit found, in part, that among the housing entities reviewed there were undisclosed conflicts of interest and preferential treatment in the admission to their housing programs. Over half of the housing entities audited had no process to ensure adherence to the conflict of interest requirements or that admissions were made to eligible families and that all members of the tribe were treated fairly.

Application of Requirements: The conflict of interest provisions apply to anyone who participates in the IHBG recipient's decision-making process or who gains inside information with regard to the IHBG assisted activities. Such individuals would be, but are not necessarily limited to: housing staff, housing or tribal board members, members of their immediate families, and such individuals business associates .

PROGRAM GUIDANCE 2002-13 (RECIP)

The requirements prohibit any such individuals from benefiting from their position personally, financially or through the receipt of special benefits other than payment of their salary and/or appropriate administrative expenses. This does not prevent housing staff, board members, their family members and/or business associates from receiving housing benefits for which they qualify as low-income individuals. (See **Exceptions to the Requirements** below.)

Applying the Conflict of Interest Requirements in Admission: In order to effectively comply with the conflict of interest requirements, recipients should have in place a set of procedures for determining when a conflict of interest exists and for reporting the conflict to HUD and disclosing it to the public as required by the regulations. Those procedures should include:

- a method of determining whether or not there is a potential conflict of interest with an applicant (e.g. does the housing application ask applicants to disclose any personal, family or business relationships with the housing entities decision makers? Does the housing entity maintain a list of persons having immediate family or business ties to its decision makers?); and
- administrative steps for reporting a potential conflict of interest to the Area Office of Native American Programs (ONAP) and disclosing to the public the conflict of interest, the nature of the assistance to be provided the individual and the specific basis for which the selection of the individual was made.

Exceptions to the Requirements: Exceptions may be made to the conflict of interest provisions. HUD approval must be obtained through the recipient's local Area ONAP before providing benefits to any individual as an exception to §1000.30(b). Exceptions will be considered on a case-by-case basis and when making the exception can be shown to further the primary objective of NAHASDA [See Section 201(a) of NAHASDA] and the effective and efficient implementation of the recipient's program, activity, or project. Before any exception may be granted, a public disclosure of the conflict must also be made and a determination that the exception would not violate tribal or any applicable state laws on conflict of interest. All records relating to exceptions made to the conflict of interest provisions must be maintain for at least three years after the exception has been granted.

Low-income individuals to whom the conflict of interest provisions would normally apply (e.g. housing staff and board members), but who qualify for assistance under the recipient's written policies for eligibility, admission and occupancy do not fall under the category of an "exception" and ONAP approval is not required to provide them with the assistance for which they qualify [See §1000.30(c)]. However, the recipient must make a public disclosure of the nature of the assistance to be provided such individuals and the specific basis for the selection of the person. The recipient must also provide its Area ONAP with a copy of the disclosure before the assistance is provided to the person.

Actions to be Taken: All IHBG recipients should be sure that they have written and adopted all policies required by NAHASDA (i.e. eligibility, selection, admission, occupancy, rents charged, management and maintenance). These policies must be in accordance with NAHASDA and program regulations and enforced by a set of procedures that ensure that those policies are being adhered to in both the actions of the staff and the decisions of the Board. They should also be reviewed to ensure that they do not contain provisions that inherently allow conflicts of interest. If the housing entity

PROGRAM GUIDANCE 2002-13 (RECIP)

does not have the necessary policies, systems, and control procedures to comply with NAHASDA requirements, they should be written and adopted immediately. All policies should be made public and copies should be available to the public upon request.

Assistance is available from ONAP staff to recipients that would like help in preparing or reviewing their policies and procedures. The ONAP Training Institute also provides workshops at sites throughout the country. For technical assistance, contact your Area ONAP or check www.codetalk.fed.us for scheduled workshops.

Recipients should identify any conflict of interest for participants previously admitted under NAHASDA that have not been properly reported. The necessary action should immediately be taken to make these conflicts of interest public and report them to the recipient's Area ONAP.

HUD Approval: If the person receiving assistance is of low-income and they qualify for eligibility, admission and occupancy, only public disclosure and HUD notification is required [See §1000.30(c)]. However, as stated above, HUD approval for an exemption is required when there is a potential conflict of interest that would be in violation of §1000.30(b). An example of a situation requiring HUD approval for an exemption to the conflict of interest provision would be housing assistance to a TDHE Board member whose income is between 80% and 100% of median income.

Review: A recipient's compliance with conflict of interest requirements should be included in the tribe and/or TDHE's, self-monitoring program. HUD will also review conflict of interest policies, procedures, and performance during its regular monitoring of a recipient compliance with program requirements.

**Native American Housing & Self-Determination Act (NAHASDA)
Notice of Potential Conflict of Interest**

Per the Department of Housing and Urban Development (HUD) NAHASDA regulations at 24 CFR §§1000.30 – 1000.36, the _____ and Aleutian Housing Authority (AHA) must publicly disclose when an individual directly affiliated with the organization has qualified and been selected to receive assistance through the NAHASDA program.

A Potential Conflict of Interest is being disclosed due to immediate family members of employees and council members of _____ and AHA have applied for and met the requirements for participating in the _____ Program in _____, Alaska. Participants will be provided assistance for _____.

The following applicants have met all requirements for participation:

Applicant:	Relationship to Board Member or AHA:
_____	_____

Specific Basis for the selection:

- Alaska Native or American Indian
- Low-income as determined by HUD
- Primary residence
- _____

Please be advised that all public comments must be postmarked within 7 calendar days of the initial date of this posting, as indicated below. All conflict of interest comments must be in a sealed envelope, addressed to: Aleutian Housing Authority, "Conflict of Interest Comment", 520 E 32nd Avenue, Anchorage, AK 99503

Comments that are received will be reviewed at the next regularly scheduled AHA Board meeting. The Board will not consider any comments received after the end of the comment period.

On this day _____ of _____, 2012, at this time of _____

This Notice was posted at: _____

One this day _____ of _____, 2012, at this time of _____

This Notice was taken down by: _____

Purpose: The intent of this guidance is to provide IHBG recipients with direction on the following: (1) When is insurance required? (2) What insurance requirements apply, and when is insurance adequate? (3) What insurance requirements apply to contractors and subcontractors? And, (4) What are other insurance requirements under NAHASDA?

When is insurance required and in what amount? Insurance coverage is required for housing units that are owned, operated, or assisted with IHBG funds. Adequate insurance is insurance in an amount that will protect the financial stability of the recipient's IHBG program. This means that the recipient's housing units and privately owned housing units that are assisted with IHBG funds must be adequately insured for one of the two time periods listed below, whichever is longer:

- the useful life (affordability period) of recipient or privately owned units, or
- the term of a repayment or forgiveness agreement for all or part of the IHBG assistance for privately owned housing units.

Housing units assisted with IHBG funds must remain affordable for their useful life as determined by the recipient (affordability period), and recipients must have a means of insuring their investment during this period. Therefore, as long as the useful life (affordability period) has not expired, IHBG-assisted housing units owned or operated by the recipient must be covered by adequate insurance.

Insurance for housing may be either a purchased insurance policy from an insurance provider or a plan of self-insurance. Recipients may not require insurance on privately owned housing assisted with IHBG funds, if there is no risk of loss or exposure to the recipient, or if the assistance is in an amount less than \$5,000, unless repayment of all or a portion of the assistance is part of the assistance agreement. If private homeowners are unable to provide proof of insurance during the useful life (affordability period) of the assisted properties, the recipient must take steps to insure the units in order to protect its IHBG investment. This protection can be provided in a number of ways including:

- Purchase insurance for housing units that are owned, operated, or assisted with IHBG funds in an amount that is adequate to provide replacement cost to protect the IHBG investment.
- Have IHBG-assisted, private homeowners provide proof of replacement insurance for the useful life (affordability period) of the assistance received.
- Purchase insurance for privately owned housing units in the amount of the outstanding balance of the IHBG assistance provided.

For example: If a fire destroyed all or part of some housing units that were subject to a useful life (affordability period), and those housing units were not insured, then there is a risk of loss or exposure to the recipient's IHBG program because the housing units did not serve the low-income Indian families for the period of time intended and for which the IHBG funds were provided. Uninsured damage would represent a loss of the IHBG funds that the recipient originally used to construct, rehabilitate, maintain, finance, or otherwise assist the housing units. Failure to ensure that assisted units remain available for occupancy by eligible families during the affordability period may result in repayment of the IHBG assistance to HUD.

RECIPIENT GUIDANCE

PROGRAM: Indian Housing Block Grant

FOR: Tribal Government Leaders and Tribally Designated Housing Entities

R.J.B.

FROM: Roger J. Boyd, Deputy Assistant Secretary for Native American Programs, PN

TOPIC: Insurance Requirements under the IHBG Program

Background: Section 203(c) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), requires that each recipient maintain adequate insurance coverage for housing units that are owned, operated, or assisted with grant amounts provided under the Act. This section of NAHASDA is implemented by the Indian Housing Block Grant (IHBG) regulations at 24 CFR §§1000.136 through 140. Recipients are required to obtain insurance in an amount that will protect the financial stability of the recipient's IHBG program. The insurance requirements under NAHASDA as outlined are in addition to applicable flood insurance requirements under 24 CFR §1000.38. This guidance replaces Program Guidance 1998-10t.

In addition, 2 CFR Part 225 (formerly OMB Circular A-87), Appendix B, sections 18(c) and 22 provide that the use of grant funds for required or approved insurance under a grant program is an allowable cost. Recipients should maintain permissible insurance in accordance with their policies and sound business practice. Any actual losses that could have been covered by permissible insurance are generally unallowable, unless expressly provided for in the Federal award. One provision where losses not covered by insurance are allowable under 2 CFR Part 225, is for costs incurred because of losses not covered under nominal deductible insurance coverage and minor losses for spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations.

Note: OMB recently published Guidance for Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which would supersede the Circulars listed here. HUD is implementing regulations in accordance with the guidance and expects the new regulations will become effective December 26, 2014, or later. FY 2014 grantees will be required to comply with the HUD implementing regulations when they become effective, but should not use them before the effective date.

To assist the recipient in determining when insurance is required, two examples are provided as follows:

Example 1: When do housing units not have to be insured? If a recipient provides \$3,500 in emergency assistance to a private homeowner and the assistance is not subject to a repayment agreement of any kind, then no insurance requirements apply.

Example 2: When must housing units be insured in accordance with a recipient's useful life (affordability period)? If a recipient provides \$25,000 in down payment assistance to a private homeowner that includes a mandatory 10-year useful life (affordability period) for the property and a 5-year repayment clause, then the insurance requirements described above will apply for 10 years from the date that assistance is provided.

Insurance Requirements: Recipients must provide adequate insurance either through direct purchase or by self-indemnification to protect against loss from fire, weather, and liability claims for all housing units owned or operated by the recipient.

There are many different methods by which an insurance company may calculate the amount it will pay a recipient for a casualty loss against loss from fire, weather, and liability claims. It is good business practice to purchase insurance in an amount that will cover the full cost to replace housing units that are owned, operated, or assisted with IHBG funds. A stated value or cash value policy might result in a reduced premium, but if a loss occurs, the payment made under the stated value or cash value policy may not be enough to rebuild or repair the housing unit.

Recipients must also ensure that privately owned housing units assisted with IHBG funds are insured. If the insurance requirement is being satisfied by private owners purchasing adequate insurance coverage themselves, it is good business practice to have the recipient named as an additional insured in order to protect the recipient's IHBG investment. In cases when the private owner is required to purchase adequate insurance, it remains the recipient's responsibility to ensure compliance with all NAHASDA requirements.

Insurance Requirements for Contractors and Subcontractors: Pursuant to 24 CFR §1000.136(c), recipients shall require contractors and subcontractors to either provide insurance covering their activities or negotiate adequate indemnification coverage to be provided by the recipient in the contract. If contractors and subcontractors provide insurance such as a builder's risk insurance policy to cover their activities, it is good business practice to have the recipient named as an additional insured to protect the recipient's IHBG investment.

If recipients are contracting through force account work, the recipient must provide insurance covering the force account activities in order to protect the financial stability of the recipient's IHBG program. **NOTE:** If contractors and subcontractors provide insurance such as a builder's risk insurance policy to cover their activities, it is good business practice to have the recipient named as an additional insured to protect the recipient's IHBG investment.

Additional Types of Insurance Required or Recommended: The following is a listing of other types of insurance coverage that is either required by regulation or advisable.

2 CFR Part 225 (formerly OMB Circular A-87), Appendix B, Sections 18 and 22 provide that the use of grant funds for required or approved insurance under a grant program is an allowable cost. Recipients should maintain permissible insurance in accordance with its policies and sound business practice. Any actual losses that could have been covered by permissible insurance are generally unallowable, unless expressly provided for in the Federal award. One provision where losses not covered by insurance are allowable under 2 CFR Part 225, is for costs incurred because of losses not covered under nominal deductible insurance coverage and minor losses for spoilage, breakage, and disappearance of small hand tools, which occur in the ordinary course of operations. The provisions of 2 CFR Part 225 apply to losses related to non-dwelling units or other property assisted under NAHASDA including model activities approved in accordance with section 202(6) of the Act, vehicles leased or purchased with NAHASDA funds and/or certain non-expendable equipment/assets.

If multiple funding sources are used by the recipient, it is important to understand the insurance requirements of each source. Not all insurance policies and plans are the same and any policy obtained by the recipient should be reviewed carefully.

Flood Insurance: In accordance with 24 CFR § 1000.38, IHBG-assisted properties located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazard areas must be insured through the National Flood Insurance Program.

Business or Commercial Property Insurance: Business or commercial property insurance policies protect the recipient's owned and leased property, as well as inventory or assets, against loss or damage caused by theft, accident, or other means. This insurance should cover housing offices, community buildings, childcare facilities, or other facilities owned and operated by the recipient and funded through the IHBG program. Most business or commercial property insurance policies protect the recipient's personal property, even if it is not at the business location when it is damaged or lost. Business or commercial property insurance generally covers the recipient's costs to replace or repair the property and, in some instances, may compensate the recipient for items that cannot be replaced.

Automobile and Other Liability Insurance: Automobile liability insurance policies cover injuries that arise out of the use of automobiles owned by the recipient. This coverage can protect the recipient against claims of bodily injury, property damage, or death. Automobile and other liability insurance policies should be evaluated by the recipient to ensure it has purchased adequate insurance coverage for its activities and assets. The recipient must maintain automobile and other liability insurance in accordance with its policies and sound business practice to protect its IHBG program and investment.

Workers' Compensation and Employers' Liability Insurance: Workers' Compensation and Employer's Liability coverage may be obtained by a recipient. Workers' Compensation coverage is a compromise between employers and employees in which injured employees relinquish the right to sue their employers for employment-related injuries in return for a statutory imposed mechanism providing specific scheduled benefits, which are funded for the most part by insurance. Workers' compensation insurance is generally the most effective method available to an employer for compensation of employees and their families for work-related injuries or diseases. *Workers' compensation coverage is not an employee benefit. It is a casualty insurance coverage.*

General Liability Insurance: General liability insurance is also sometimes referred to as business or commercial general liability insurance and it protects the recipient from common liabilities. It is good business practice to purchase general liability insurance as it covers claims of bodily injury or other physical injury or property damage. It is frequently offered in a package with property insurance to protect against incidents that may occur on the recipient's premises or at other covered locations where the recipient normally conducts business. General liability insurance enables the recipient to continue operations while it faces real or fraudulent claims of certain types of negligence or wrongdoing, including bodily injury, property damage, personal injury (including slander or libel), and advertising injuries. Additionally, a general liability insurance policy usually covers the cost to defend or settle claims, even if the claims are fraudulent.

Employee Dishonesty (Fidelity Bond) and Theft, Disappearance, and Destruction Insurance: Employee dishonesty (sometimes referred to as Fidelity Bonds) and theft, disappearance, and destruction insurance are policies that can be purchased to cover the loss of money, securities, or other property which the recipient may sustain due to fraudulent or dishonest acts committed by any of its principals or employees. This type of insurance coverage is not usually limited to loss of money and may include coverage for the loss of merchandise or property which a principal or employee might steal. It is good business practice for recipients to purchase employee dishonesty insurance (fidelity bonds) and theft, disappearance, and destruction insurance policies for its officers, directors, agents, and employees, particularly those handling cash or authorized to sign checks or certify payment vouchers. Directors and officers are not typically covered under an employee dishonesty insurance policy or Fidelity Bond. There are no standardized policies for this type of coverage, but it is recommended that recipients obtain coverage for wrongful or dishonest acts committed by the recipient's directors and officers as well as its principals and employees.

Neither the U.S. Department of Housing and Urban Development nor ONAP should be named as an additional insured for any insurance requirement or type of insurance policy or coverage listed above.

If you have any questions, please contact your Area ONAP.



**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

Special Attention of:

Tribes; Tribally
Designated Housing Entities;
ONAP Administrators

Notice: PIH-2006-19 (TDHE)

Issued: June 5, 2006

Expired: June 30, 2007

Cross Reference: 24 CFR Part 1000

Subject: Reinstatement of PIH Notice 2004-17, Recipient Inspection of Housing Units Assisted Under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) and those Assisted Under the 1937 Housing Act.

Purpose: This notice serves to clarify the requirements for recipient inspection of housing assisted under NAHASDA (the Act) and those assisted under the 1937 Housing Act. Questions have been received by HUD concerning the applicability of inspection requirements found in Section 403(b) of the Act to the various types or categories of housing assistance provided and the required frequency of such inspections.

Summary: After review of the relevant statutory provisions and consultation with tribal governments and, where applicable, their tribally designated housing entities (TDHEs), the following has been affirmed or determined.

Initial inspections by the recipient must be performed on all units constructed, acquired, and/or rehabilitated with NAHASDA funds subsequent to the provision of such assistance, during the provision of such assistance and prior to occupancy by the beneficiary household or, in the instance of existing owner-occupied housing, upon completion of the rehabilitation work. The purpose of these inspections is to ensure that work performed and/or condition of the housing unit meets the recipient's performance standards.

Recurring recipient inspection requirements:

- apply to all units constructed, acquired, and/or rehabilitated with NAHASDA funds owned by the recipient and those assisted units not owned by the recipient but for which the recipient has an ongoing responsibility to provide maintenance;
- apply to all units constructed, acquired, and/or rehabilitated with NAHASDA funds covered by a lease-purchase agreement (under the conditions described below) to ensure that maintenance is being provided by the occupant/purchaser;

minimum, include or address frequency of inspections, standard inspection forms, standards for addressing maintenance concerns identified during inspections, procedures for charging tenants for damages (as appropriate), and maintenance of records.

Types or Categories of Housing Assistance Covered by the Initial and Recurring Inspection Requirements:

Initial inspections apply to all units constructed, acquired, and/or rehabilitated with NAHASDA funds. These units must be inspected by a recipient subsequent to, during the provision of such assistance and prior to occupancy by the beneficiary household or, in the instance of owner occupied housing, upon completion of rehabilitation work.

Recurring recipient inspection requirements apply to NAHASDA-assisted housing units when the recipient owns the units; has an ongoing responsibility to provide maintenance of the unit; or, to ensure that maintenance is provided by the purchaser/occupant. Examples of units for which a recipient has recurring inspection responsibilities are:

- rental and homeownership units developed with United States Housing Act of 1937 funds (Section 502(b) of the NAHASDA);
- rental units constructed, acquired, and/or rehabilitated with NAHASDA funding and owned and operated or managed by the recipient;
- rental units constructed, acquired, and/or rehabilitated with NAHASDA funding and owned by the recipient but operated or managed by another entity;
- rental units constructed, acquired, and/or rehabilitated with NAHASDA funding that are owned by another entity but operated or managed by the recipient as affordable housing under the Act;
- units constructed, acquired, and/or rehabilitated with NAHASDA funds and operated or managed by the recipient but maintained by the occupant/purchaser under a lease-purchase agreement (such as mutual help type programs).

Term or Period of Recurring Inspection Responsibilities: The recurring recipient inspection requirement ends when the housing unit is no longer required to remain as affordable housing. For rental housing, the requirement expires when the unit exceeds its “useful life” as defined under 24 CFR Part 1000.142. For mutual help homes developed under Section 202 of the United States Housing Act of 1937 and lease-purchase housing developed with NAHASDA funds, the requirement expires when unit ownership is conveyed to the homebuyer/purchaser or when unit ownership should have been conveyed to the homebuyer/purchaser, whichever is sooner or when the unit is financed/refinanced.

As noted above, recurring recipient inspections are not required for owner-occupied units that receive rehabilitation assistance or units that are being purchased by a family with NAHASDA based financing or mortgage assistance since the recipient has no ongoing

interest in these units. These units would, however, be subject to inspection prior to and during the period of rehabilitation or prior to purchase and occupancy by the beneficiary household to ensure recipient standards for quality are met.

Effect on Annual Performance Report (Form HUD 52735 AS) Requirements. This Notice removes the requirement for recipients to:

- enter data in Column (b), rows 2 (b) (c) (d) and (e) when completing **Table III – Inspection of Assisted Housing**. As noted above, recipients do not have recurring inspection responsibilities for these NAHASDA-assisted units that they do not own, operate or manage.
- respond to narrative question Number 3 to **Table III** since it requests recipients to describe the process used to inspect housing units that they do not own or manage that were assisted with NAHASDA funds.

Consultation with Indian Tribes: On June 20, 2002, draft language on which this Notice is based was sent to all Indian tribal governments and tribally designated housing entities. Two comments were received. One commentor fully supported the draft language and content. The second commentor expressed concern that funds were not provided to inspect housing units developed with NAHASDA funds nor were funds provided under the formula to manage and maintain such units. The formula block grant program authorized by NAHASDA consolidated a number of categorical grant programs and their associated activities, including funding for operation of housing programs. Formula funding provides maximum flexibility to Indian tribes to design and implement programs to address their affordable housing needs. Operating assistance for NAHASDA developed units may be approved as a model activity under Section 202(6).

Contacts: For further information about this Notice, please contact the nearest HUD Office of Native American Programs as listed below. The location of these offices is also available on HUD's Internet site at www.HUD.gov.

U.S. Department of Housing and Urban Development:

Office of Native American Programs Headquarters

451 Seventh Street, SW, Room 4126
Washington, D.C. 20410
(202) 401-7914
FAX: (202) 401-7909

Outstationed Headquarters

1670 Broadway, 23rd floor
Denver, CO 80202-4801
(303) 675-1600 or 1-800-561-5913
FAX: (303) 675-1660

Alaska Office of Native American Programs

3000 C Street, Suite 401
Anchorage, AK 99503
(907) 677-9800
FAX: (907) 677-9807

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: All Tribal Government Leaders and Tribally Designated Housing Entities

R.J.B.

FROM: Rodger J. Boyd, Deputy Assistant Secretary for Native American Programs, PN

TOPIC: Calculating Annual Income for Purposes of Eligibility under NAHASDA

Purpose: This guidance provides instructions to IHBG recipients on how to calculate annual income under the IHBG program for the purpose of program eligibility. It covers the three definitions of annual income that recipients may adopt in their policies. It includes an updated list of Federally Mandated Exclusions from annual income, and provides guidance on how to treat certain payments received by individuals pursuant to the recent settlement in the case entitled *Elouise Cobell et al. v. Ken Salazar et al. (Cobell Settlement)*, and a number of other Tribal Trust settlements. This Program Guidance replaces Program Guidance 1999-02.

Background: Housing assistance under the IHBG program is generally limited to low-income Indian families. A low-income family is defined in the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) as a family whose income does not exceed 80 percent of area median income or the national median income whichever is higher. In order to determine whether a family is eligible to receive assistance under the IHBG program, recipients must first determine a family's annual income.

Calculating Annual Income: To calculate a family's annual income for purposes of IHBG eligibility, a recipient should follow these steps:

Step 1: Adopt a Definition in Policies – A recipient must indicate in its written policies that govern the eligibility, admission, and occupancy of families for IHBG assistance, the definition(s) of annual income it will use. The IHBG regulations at 24 CFR §1000.10 provide recipients with the option to choose any one of the following three definitions of “annual income”:

1. **Section 8 Limits.** Annual Income as defined for HUD's Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of net family assets). **Attachment A** contains the Section 8 definition of annual income.
2. **Census Definition.** Annual income as reported under the U.S. Census long form for the most recent available decennial Census. This means the definition of income used by the Census, not the dollar amount reported. **Attachment B** contains the Census definition.
3. **IRS Definition.** Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes. Recipients should review the program participant's appropriate past IRS Form 1040s to obtain this information. On the 1040 Form (in 2012), this is line 37. On the 1040A Form, this is line 21. On the 1040EZ Form, this is line 4. Payments received under the *Cobell* Settlement are not included in that individual's adjusted gross income. **Attachment C** contains additional information on what is included and excluded in adjusted gross income on IRS Form 1040.

The recipient does not need to limit its definition to only one of the three outlined in this guidance. For example, the policy may state that the tribe or tribally designated housing entity (TDHE) will use the definition most advantageous to the family or to the housing entity.

Step 2: NAHASDA Exclusions – Section 4 (9) of NAHASDA defines the term “income” as income from all sources of each member of the household as determined in accordance with criteria prescribed by HUD, except that the following amounts may not be considered as income:

1. Any amounts not actually received by the family.
2. Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act. This relates to certain amounts received from the United States that are attributable to underpayments of benefits due for one or more prior months under the Social Security Act.
3. Any amounts received by any member of the family as disability compensation under Chapter 11 of Title 38, United States Code, or dependency and indemnity compensation under chapter 13 of such title. This relates to amounts received from the Department of Veterans Affairs by a family for service-related disabilities of a member of the family, and survivor benefits. (See PIH Notice 2011-15).
4. Exclude any payments that are expressly excluded from annual income under these NAHASDA exclusions.

Step 3: Federally Mandated Exclusions – Federally mandated exclusions are amounts specifically excluded under other Federal statutes from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under NAHASDA. HUD periodically publishes a notice in the *Federal Register* identifying the benefits that qualify for this exclusion. The most recent notice was published on December 14, 2012, and can be found in the *Federal Register* at 77 FR 74495. The most common Federally Mandated Exclusions are also included in this Guidance in **Attachment D**.

Per Capita Payments and Recent Trust Case Settlements:

Generally, *per capita* payments that are not derived from interests held in trust or restricted lands are included in a family’s annual income. For instance, if a tribal member receives the Form 1099-Misc, Miscellaneous Income, from a tribe for reporting Indian gaming profits, this payment must be included as annual income as defined by HUD’s Section 8 Program, the Census, and the IRS Form 1040. However, certain *per capita* payments under several recent Tribal Trust settlements may be excluded from annual income under the IHBG program as explained below.

Cobell Settlement:

The Federally Mandated Exclusions include lump sum or periodic payments received by an individual Indian in the case entitled *Elouise Cobell et al. v. Ken Salazar et al.* These *Cobell* Settlement payments are statutorily excluded pursuant to the Claims Resolution Act of 2010 (Pub. L. 111–291). This exclusion will apply for a period of one year after receipt of payment. Once a payment is received, that payment is not counted as income or as a resource for a period of one year from the time of receipt of that payment. The exemption attaches to the payment and applies for a one year period from that payment. Payments may not be counted as a part of an individual’s income for purposes of determining initial eligibility, ongoing eligibility, or level of IHBG assistance.

Other Tribal Trust Cases:

In addition to the *Cobell* Settlement, the United States recently entered into settlement agreements with a number of federally recognized Indian tribes, settling litigation in which the tribes alleged that the Department of the Interior and the Department of the Treasury mismanaged monetary assets and natural resources the United States holds in trust for the benefit of the tribes. In some circumstances, proceeds from these settlements have resulted, or will result in, *per capita* payments being provided to Indian families.

On January 14, 2013, the Internal Revenue Service issued IRS Notice 2013-1, which is available at: http://www.irs.gov/irb/2013-03_IRB/ar08.html, and is entitled “Per Capita Payments from Proceeds of Settlements of Indian Tribal Trust Cases.” The Notice clarifies that, under 25 U.S.C. § 117b(a), *per capita* payments made from the proceeds of an agreement between the United States and an Indian tribe settling the tribe’s claims that the United States mismanaged monetary assets and natural resources held in trust for the benefit of the tribe by the Secretary of the Interior are excluded from the gross income of the members of the tribe receiving the *per capita* payments. Therefore, IHBG recipients that adopt the IRS Form 1040 definition of annual income should exclude *per capita* payments from these settlements from a family’s annual income. This IRS Notice provides some additional limitations. For instance, *per capita* payments that exceed

the amount of the Tribal Trust case settlement proceeds and that are made from an Indian tribe's private bank account in which the tribe has deposited the settlement proceeds, are included in the gross income of the members of the tribe receiving the *per capita* payments. This IRS Notice also provides guidance concerning the federal income tax treatment of per capita payments that members of Indian tribes receive from proceeds of certain settlements of tribal trust cases between the United States and those Indian tribes.

IHBG recipients that choose to adopt a definition of annual income other than the IRS Form 1040 definition should note that *per capita* payments received from these Tribal Trust settlements may also be excluded if they fall under an exclusion in either the Section 8 definition of annual income, or the Census definition. For example, nonrecurring *per capita* payments made to tribal members may in some instances qualify as "temporary, nonrecurring or sporadic income" that is excluded under the Section 8 definition of annual income. A payment may also be excluded as one time lump-sum payment under the Census definition.

Step 4: Income Verification: The IHBG regulations at 24 CFR § 1000.128 require the recipient to verify that a family is income eligible based on anticipated annual income. The family's annual income may not exceed the applicable income limit. The family is required to provide income documentation to verify this determination. The recipient must have income verification policies in place and is required to maintain the documentation on which the determination of eligibility is based. The recipient may also require a family to periodically verify its income in order to determine housing payments or continued occupancy consistent with locally adopted policies. The recipient may choose to use third party income verification methods or request documentation such as income tax returns, W-2s, pay stubs, and other appropriate information as stipulated by their policies to adequately estimate annual income.

Questions: If you have any questions regarding the calculation of annual income for applicants and participants, please contact your local Area Office of Native American Programs.

Attachments



**U.S. Department of Housing and Urban Development
Office of Public and Indian Housing**

Special Attention of:

Administrators, Offices of Native American Programs;
Tribes, Tribally Designated Housing Entities (TDHEs)

Notice PIH 2014-02

Issued: January 24, 2014

Expires: Effective until amended,
revoked or superseded

Cross References: 24 CFR §§
1000.104 - 1000.118
PIH Notice 1999-6

1. SUBJECT: Providing Assistance to Non-Low-Income Families under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA).

2. PURPOSE: This Notice provides guidance on the requirements of Section 201(b) of NAHASDA, the recent revisions to the Indian Housing Block Grant (IHBG) regulations that became effective on January 3, 2013, and replaces PIH Notice 1999-6. It describes how non-low-income families (families with incomes over 80 percent of the HUD median income limits) may receive assistance under NAHASDA, and provides details on exceptions for essential families and law enforcement officials. This Notice also explains the process for documenting these determinations and how to request HUD approval to assist non-low-income families.

3. BACKGROUND: One of the national objectives of NAHASDA is to assist and promote affordable housing activities to develop, maintain, and operate affordable housing in safe and healthy environments for occupancy by low-income families on Indian reservations and in other Indian areas. Generally, assistance under NAHASDA is limited to low-income Indian families on Indian reservations and other Indian areas. Section 201(b) provides some exceptions to this requirement.

4. TYPES OF ELIGIBLE NON-LOW-INCOME FAMILIES: IHBG recipients may provide non-low-income families with IHBG assistance as defined below:

Ten Percent Non-Low-Income. Recipients may use up to 10 percent of the amount planned for the tribal program year for families with incomes that fall between 80 percent and 100 percent of the median income without HUD approval if the recipient determines that the need for housing for such families cannot be met without such IHBG assistance. For purposes of the Notice, this exception to the low-income requirement is called the “10 percent authority”.

Non-low-income families assisted under this provision may receive the same **type** of benefits as low-income families; however the dollar amount of benefits and assistance will be altered. Non-

same level of benefits as low-income families by applying the “Calculating Benefits for Non-Low-Income Families” provision (#5 below). Such families do not count toward the 10 percent authority for the non-low-income persons that may be served.

Secretary Approved Non-Low-Income Families. HUD approval is required if the IHBG recipient plans to: (1) use more than 10 percent of the amount planned for the tribal program year for assistance to non-low income families (2) provide housing for families with income over 100 percent of the median income. The standard for HUD approval is that the family’s housing needs cannot be met without IHBG assistance. The request for approval must be submitted as outlined in 24 CFR § 1000.108 and in this Notice. In cases under (1) above, such assistance is not prohibited by the 10 percent authority cap. It is irrelevant to cases in (2) involving families with incomes over 100% of mean. These non-low-income families will be required to pay more or receive less assistance for benefits such as rent or down payment assistance.

See ATTACHMENT A for the methods a recipient may use to track its use of the 10 percent authority for its tribal program year.

The table below summarizes the circumstances when non-low-income families can be assisted and the requirements for those families.

**Summary of Requirements
For Serving Non-Low-Income Families**

Applicability	HUD Approval Required	Rent/Homebuyer Payment differential Required by HUD	Counts Against 10% Authority
Essential Family	No	No	No
Law Enforcement	No	No	No
Continued Occupancy	No	Determined by Tribe/TDHE Occupancy Policy	No
Non-Low- Income Families (10% Authority) between 80-100% of median income	No	Yes	Yes
Secretary Approved: Exceeding 10% Authority to serve Indian families at 80 – 100% of median income	Yes	Yes	By definition these families exceed the 10% cap.
Secretary Approved: Indian family over 100% of median income	Yes	Yes	No

5. CALCULATING BENEFITS FOR NON-LOW-INCOME FAMILIES: As specified in 24 CFR § 1000.110(d), the following formulas apply for determining the amount of assistance that may be provided to Secretary approved non-low-income Indian families and ten percent non-low-income families:

- The rent (including homebuyer payments under a lease purchase agreement) to be paid by a non-low-income family cannot be less than [income of non-low-income family/income of

family at 80 percent of median income] × [rental payment of family at 80 percent of median income], but need not exceed the fair market rent or value of the unit.

- Other assistance, including down payment assistance, to non-low-income families, cannot exceed [income of family at 80 percent of median income/income of non-low-income family] × [present value of the assistance provided to family at 80 percent of median income].

See ATTACHMENT B for more information about calculating non-low-income benefits.

6. DETERMINING HOUSING NEED FOR NON-LOW-INCOME FAMILIES: A recipient must make a determination and document the determination of housing need for non-low-income families. The following guidance is not all inclusive. A recipient may identify other methods of assessing need.

To determine if a housing need exists, recipients should consider the following factors.

- **Inadequate housing.** Such housing includes substandard and overcrowded housing. For the purposes of this Notice, inadequate housing is defined as housing that: (1) is not safe; (2) is not in a physically sound condition with all systems performing the intended design functions; or, (3) does not provide adequate space and privacy for all intended household members.
- **Temporary housing and homelessness.** Families living in temporary housing such as emergency shelters or transitional housing, or in a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.
- **Cost burden.** When a family pays over 50 percent of its gross income for housing (including utilities) due to the lack of more affordable housing, it can be determined that there is a housing need or a need for housing that is more affordable.

Determining Need for IHBG Assistance: Once the need for housing is established, the next step is to determine if the non-low-income family could secure adequate housing without IHBG assistance:

The following information should be considered when making this determination.

- **Rental and homeowner housing.** In cases where a family is living in inadequate rental housing, the recipient should determine if the family could find adequate rental housing without requiring IHBG assistance.
- **Income and assets.** It should be determined if the family has sufficient income and/or assets that would enable it to obtain adequate housing (which may mean rental housing) without IHBG assistance.
- **Private and governmental programs.** In cases involving homeownership, the recipient should determine if the family could qualify for a conventional or government backed mortgage, (for example, HUD's Section 184 Loan Guarantees for Indian Housing

program, Federal Housing Administration, Veterans Administration, U.S. Department of Agriculture, Rural Development, or local or state programs). For a family who could qualify for a mortgage, but was rejected due to credit problems, the recipient should consider if the family would be able to meet program requirements including repayment, if applicable.

- **Housing market/location conditions.** It should be determined whether there are sufficient number of affordable units on the market that would allow the family to find an adequate unit without IHBG assistance. The recipient may consider the availability of housing and the location when determining if the housing need can be met without IHBG assistance.
- **Overcrowded conditions.** In cases of overcrowded conditions, the recipient should review the overcrowded conditions and consider if the family or families have adequate resources to alleviate the overcrowded conditions without IHBG assistance.

If the recipient determines that a family seeking IHBG assistance does not have a legitimate housing need, the recipient should notify the family in writing of the reasons the family is not eligible to receive assistance.

7. DOCUMENTING NEED: Documentation demonstrating need must be maintained by recipients at all times while families are receiving assistance.

Recipients must carefully document their determination of housing need for non-low income families and the reasons the housing need cannot reasonably be met without IHBG assistance must also be documented. Because housing need and the inability to secure housing without IHBG assistance can occur due to a variety of different circumstances, the type of documentation required will vary depending on the situation. The recipient should consider the documentation listed below and determine, based on the circumstances of the non-low-income family, the type(s) of documentation that would best support its determinations.

- Property inspections (completed by the recipient or other reliable sources); code violation letters from a local government citing unsafe conditions; family information including size and the number, age, and gender of children living in the home.
- A statement from a temporary housing facility stating that the family has been residing at the facility because they have no other reasonable alternative. For homeless families, the lack of any information indicating that the family has adequate housing along with an explanation from the family stating why they do not have adequate housing would be sufficient documentation.
- A statement signed by the head of household explaining why the family has a housing need that cannot be met without assistance. The statement should specify the reasons why a housing need exists and the steps that the family has taken to secure housing without assistance. The family should provide the recipient with verification to support its statement.

- Copies of tax returns, payroll stubs, rent receipts, utility receipts or canceled checks, etc. Third party verifications can be used to confirm information provided by the family.
- Rejection letters from financial institutions or landlords.
- Letters from state, local, or federal agencies stating that the family does not qualify for housing programs or that there are no programs available.
- Notes including names and phone numbers of persons the family has contacted in an attempt to secure housing.

If HUD approval is required before a family can obtain assistance, a copy of the recipient's documentation and request for HUD approval should be sent to the Area Office of Native American Programs (ONAP). If HUD approval is not required, the recipient's documentation should be kept on-site and HUD may review these documents on-site or request copies at any time and that, if HUD disagrees with the recipient's determination in any particular case, it may impose a specified remedy, using the procedures at 24 C.F.R. § 1000.532. A determination and supporting documentation must be completed on a case-by-case basis for each family seeking assistance.

Recipients' policies and procedures for assisting non-low-income families, including information to be provided by the family, the types of documentation required, recipient verification procedures, etc., must be developed and adopted prior to assistance being provided.

As part of its policy, a recipient may allow a non-low-income family to appeal the recipient's decision and permit the family to provide additional information that might cause the recipient to change its determination.

8. REQUEST TO HUD TO ASSIST NON-LOW-INCOME FAMILIES: In cases when HUD approval is required prior to providing assistance to non-low-income families, the recipient should submit its request, including supporting documentation, to its Area ONAP. The Area ONAP will be consulting with the applicant during the review process. If the Area ONAP determines that the information provided by the recipient is incomplete or inadequate, the Area ONAP will deny the request and notify the recipient of specific reasons why the request cannot be approved. The recipient may appeal the request to provide assistance to a non-low income family as outlined below in Section 9.

If the Area ONAP determines the information provided is complete and adequate, the Area ONAP will forward the request to the ONAP Office of Grants Management (OGM) in headquarters with its recommendation for approval. OGM will review the information and forward it to the Deputy Assistant Secretary for Native American Programs for approval.

HUD has 60 calendar days after receiving the request to notify the recipient in writing that the request to provide assistance to non-low-income Indian families is approved or disapproved. If

no decision is made by HUD within 60 calendar days of receiving the proposal, the proposal is deemed to have been approved by HUD.

9. APPEAL OF HUD DENIAL TO ASSIST NON-LOW-INCOME FAMILIES: When the Area ONAP notifies a recipient that their request to provide assistance to a non-low-income Indian family, the recipient may request reconsideration of the denial in writing. The request must be made within 30 calendar days of receipt of HUD's denial and must include justification for the reconsideration. Within 20 calendar days of receiving the request, the Area ONAP, the Office of Grants Management or the Deputy Assistant Secretary of ONAP shall reconsider the recipient's request and will either affirm or reverse its initial decision in writing, setting forth its reasons for the decision.

The recipient may appeal any denial by the Area ONAP, the Office of Grants Management or the Deputy Assistant Secretary of ONAP to the Assistant Secretary for Public and Indian Housing within 20 calendar days of receiving the denial. The appeal shall set forth the reasons why the recipient does not agree with HUD's decision and submit justification for the reconsideration. Within 20 calendar days of receipt of the appeal, the Assistant Secretary shall review the recipient's appeal and act on the appeal, stating the reasons for the decision. Any decision made by the Assistant Secretary constitutes final agency action.

10. NON-DISCRIMINATION REQUIREMENTS: In making the case-by-case determinations outlined in this Notice, recipients must comply with the applicable non-discrimination requirements in 24 CFR § 1000.12. The Indian Civil Rights Act (ICRA), which is Title II of the Civil Rights Act of 1968, applies to federally recognized, Indian tribes that exercise powers of self-government. This Act provides that no Indian tribe, in exercising powers of self-government, should deny to any person within its jurisdiction the equal protection of its laws or deprive any person of liberty or property without due process of law. Section 504 of the U.S. Rehabilitation Act of 1973 (See 24 CFR 8) and the Age Discrimination Act of 1975 (See 24 CFR 146) are applicable in their entirety. Recipients must document the rationale for determinations to demonstrate consistency and non-discrimination. Title VI of the Civil Rights Act of 1964 and Title VIII of the Civil Rights Act of 1968 (commonly known as the Fair Housing Act) requirements do not apply to actions under NAHASDA by federally recognized Indian tribes and their TDHEs.

11. ADDITIONAL INFORMATION: If you have any questions or require further information, please contact your Area ONAP. Persons with hearing or speech impairments may access their Area Office of Native American Programs via TTY by calling the Federal Information Relay Service at (800) 877-8339.

/s/
Sandra B. Henriquez, Assistant Secretary
for Public and Indian Housing

Attachments

ATTACHMENT A

Tracking Percent Authority

There are various methods that can be used to determine the amount of IHBG assistance provided to non-low-income families. Therefore, it is important that the recipient document in its policies the method that it will use to determine the assistance that can be provided to non-low-income families in its respective areas.

The following method may be used by a recipient to track assistance provided within the 10 percent authority amount planned for the tribal program year. Note that recipients should include the calculation methods they plan to use in their respective occupancy policies.

<u>Program Year Period:</u>	10/1/2012 through 9/30/2013
<u>Program Year Planned Expenditures:</u> <u>(from Line 1, Column D of the Sources of Funding Table from IHP)</u>	\$356,000
<u>10% Authority Amount:</u>	\$35,600

Example 1: The recipient is assisting a non-low income Indian family with rental assistance. The tribe has decided to use the monthly Fair Market Rent (FMR) of \$698 as the rental value for assistance.

\$698 FMR value x 12 months = \$8,376 of NAHASDA assistance.

Example 2: The recipient is assisting a non-low-income Indian family with homeownership assistance. The monthly value of the homebuyer unit is \$850.

\$850 value x 12 months = \$10,200 of NAHASDA assistance.

Example 3: The recipient is assisting a non-low-income Indian family with down payment assistance. Amount of assistance being provided to non-low-income Indian family is \$7,400.

Participant	Amount of Assistance Provided	Balance of 10% Authority
10% of planned PY Expenditures		\$35,600
Rental Assistance- Example 1	\$8,376	\$27,224
Homeownership Assistance – Example 2	\$10,200	\$17,024
Down payment Assistance – Example 3	\$7,400	\$9,624

ATTACHMENT B

**Calculation of Rental/Homebuyer Payments and Other Assistance
for Non-Low Income Families**

RENTAL AND HOMEBUYER PAYMENTS: The rent payment or homebuyer payment to be paid by a non-low-income Indian family cannot be less than:

[Income of the non-low-income family at 80 percent of median income limit] X
[Rental or homebuyer payment of the family at 80 percent of median income], but
need not exceed the fair market rent or value of the unit.

The “income of family at 80 percent of median income” referred to above, means the dollar amount representing 80 percent of the HUD median income limits adjusted by family size.

Eligibility and rents should be determined in accordance with the recipients’ policies, and when determining the rental or homebuyer payment of the family at 80 percent of median income, ensure that the adjusted income deductions of the low-income family is comparable to the adjusted income deductions that the non-low-income Indian family would use. In other words, the adjusted income of the low-income family at 80 percent of median income should be based on the same family size and adjusted income deductions (such as \$480 for each family member under 18, \$400 for an elderly family, overall rent cap for the unit, etc.) that the non-low-income Indian family would use.

HUD Median Income Limits are established at national (U.S.), county and metropolitan area levels, and are updated annually. Tribes/TDHEs must use the higher income limits for their Indian Area. For instance, if the median income limits for a county located within an Indian area is greater than the U.S. median income limits, then the tribe/TDHE must use the county median income limits rather than the U.S. median income limits.

FMR are gross rent estimates, which are established by HUD and published annually in the *Federal Register*. FMRs are used to determine rent payment standards for a number of HUD-funded programs.

OTHER ASSISTANCE: Other assistance is assistance other than rental and homebuyer benefits, such as down payment assistance, provided to non-low-income Indian families.

The amount of other assistance provided to a non-low-income Indian family cannot exceed [income of family at 80 percent of median income/Income of non-low-income Indian family] X [Present value of the assistance provided to family at 80 percent of median income].

The present value of the assistance is the current value of the assistance at the time it is provided.



No. 2014-09(R)
August 13, 2014

RECIPIENT GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: Tribal Government Leaders and Tribally Designated Housing Entities

R.J.B.

FROM: Rodger J. Boyd, Deputy Assistant Secretary for Native American Programs, PN

TOPIC: Useful Life and Binding Commitments

Purpose: The intent of this guidance is to give IHBG recipients information about maintaining IHBG-assisted housing and non-housing projects for the useful life of the property. It will clarify (1) what will be considered “satisfactory to the Secretary”; and (2) what constitutes an acceptable binding commitment. This Program Guidance also transmits samples to document useful life for housing units assisted with IHBG funds, and replaces Program Guidance 2013-06.

Background: Section 205(a)(2) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), requires that housing units remain affordable for either (1) the remaining useful life of the property (as determined by the Secretary) or (2) for such other period that the Secretary determines is the longest feasible period of time consistent with sound economics and the purpose of NAHASDA. Useful life is the time period during which an assisted property must remain affordable.

NAHASDA gives the Secretary the authority to determine the housing units’ useful life or other period of time during which the units must remain affordable. The IHBG regulation at 24 CFR § 1000.142, states that to the extent required in the Indian Housing Plan (IHP), each IHBG recipient shall describe its determination of the useful life of the assisted housing units in its developments in accordance with the local conditions of the Indian area of the recipient. By finding the IHP to be in compliance with the statute, the Department would be determining the useful life to be in accordance with NAHASDA.

RECIPIENT GUIDANCE 2014-09(R)

The NAHASDA statute and regulations also require that this affordability period be secured through binding commitments satisfactory to the Secretary. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life (affordability period). The binding commitment requirement under NAHASDA not only applies to the parties, but it also applies to the property. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life regardless of who may have entered into a contractual agreement or who may be in possession. The binding commitment required cannot be satisfied solely with a contract between the parties. Pursuant to 24 CFR § 1000.144, in order for it to be satisfactory to HUD, a written use restriction that is placed on the assisted property and must run with the land; hence, binding commitments must be recorded.

Affordability Period: The first primary objective of NAHASDA, as stated in Section 201(a)(1), is: "...to develop, maintain, and operate affordable housing...for occupancy by low-income Indian families." Every time IHBG funds are spent on a property, an investment is made in low-income families in the community. The return on that investment is the period of continued future use during which the property will be available for use by low-income families. That period of future use is the affordability period or useful life for that property.

Housing units that are constructed, developed, and/or rehabilitated using IHBG funds must establish a useful life to ensure the property will remain available to low-income families.

Determination of Affordability Period: Generally, the affordability period is the period of time during which the property will be available for use by low-income families. It should be the remaining useful life of the property, as approved by HUD, or the longest feasible period of time consistent with sound economics and the purposes of NAHASDA, as approved by HUD.

In determining a property's affordability period or useful life, a recipient could use a tiered schedule similar to that used in the Department's HOME program to determine the affordability period. This would specify a number of years during which the housing must remain affordable, dependent upon the amount of IHBG funds being invested in the property per occurrence. For example:

<u>IHBG Funds Invested</u>	<u>Affordability Period*</u>
Under \$5,000	6 months
\$5,000 to \$15,000	5 years
\$15,001 to \$40,000	10 years
Over \$40,000	15 years
New construction or acquisition of newly constructed housing.....	20 years

* NOTE: For relatively minor investments, the designated affordability period can be some nominal period of time, but NAHASDA requires that some period be designated, and that it be secured with a binding commitment. Additionally, if the reasonable affordability period is less than one year, a binding commitment is required; however, it is not necessary to record the written use restriction for purposes of complying with NAHASDA. It is good business practice,

RECIPIENT GUIDANCE 2014-09(R)

however, to record the written use restriction for purposes of giving notice to subsequent purchasers. The dollar ranges and/or the corresponding number of years may differ from those shown above depending upon local conditions. The recipient may choose to assign a longer affordability period in order to ensure the availability of a larger continuing affordable housing supply for low-income families.

If the recipient chooses to use some other method of assigning the affordability period, the IHP should describe how the method provides for an affordability period with appropriate consideration given to any unique local conditions. In setting a useful life, a specific number of years should be given for the affordability period, not a range of years (e.g., 30 to 40 years) or a general statement. The number of years should also be without ambiguous qualification (e.g. “about,” “approximate,” “if properly maintained,” “planned,” “expected,” “estimated,” etc.). Similarly, the designated affordability period should in no way be contingent upon the continuation of IHBG funding.

Reporting Useful Life: A description of the recipient’s plan or system for determining the useful life of the housing it assists with IHBG funds must be provided in the IHP. A record of the current, specific useful life for housing units assisted with IHBG funds should be maintained in the recipient’s files and be available for review.

Types of Properties and Assistance Covered: The useful life provisions apply to all housing units and non-housing units assisted with IHBG funds except for Mutual Help homes developed under the U.S. Housing Act of 1937 (see 24 CFR § 1000.145).

1. **Housing Units:** The initial homebuyer, and any subsequent owners that purchase the property during the period of its useful life, need only qualify as low-income at the time of their purchase. In other words, if the initial owner seeks to sell the property while it still has a remaining useful life or affordability period assigned to it, the new buyer must qualify as an eligible family at the time of his or her purchase; however, the transfer of a homeownership unit to a family member or household member is not subject to a binding commitment for the remaining useful life of the property. Thus, if a homeownership unit has been transferred to a family member or household member, then the written use restriction will not terminate, even though it will not apply. However, any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to any remaining useful life or affordability period under a recorded binding commitment. Should the home be sold during its useful life period to a new purchaser that does not qualify as a family member, household member, or an eligible family and funds are not repaid to the recipient’s IHBG program in accordance with its useful life plan, the Secretary will take appropriate action against the IHBG recipient in accordance with section 401(a) of NAHASDA.

Similarly, low-income owner/occupants of privately owned housing that receive IHBG funded assistance, whether in the form of a loan or a grant, for moderate or substantial rehabilitation, need only be low-income at the time the assistance is

provided. However, there should be a binding commitment accompanying the assistance that guarantees an appropriate useful life or affordability period and provides for remedies for the breach of such useful life provision upon transfer of ownership during the assigned useful life. The useful life and binding commitment requirements apply to all housing units assisted with IHBG funds, including units developed through NAHASDA's Title VI Loan Guarantee program.

2. Model Activities/Non-housing: The useful life provisions apply to all model activities and non-housing projects constructed, developed, or acquired with IHBG funds to ensure the remaining useful life of the property will be maintained for affordable housing activities. Non-housing projects include community centers and model activities established to provide affordable housing activities.

Record of Use Restrictions: Records must be kept for all use restrictions. Attached is a sample Record of Use Restrictions form that can be used by recipients to record both NAHASDA and other affordability or use restrictions. Restrictions can vary both in how they are imposed and their length. Since recipients may have properties that are subject to other use restrictions, this model reporting form is designed to be the registry of all of the various use restrictions that are placed on recipient properties.

Acceptable Binding Commitments: As mentioned above, NAHASDA requires that there be binding commitments satisfactory to the Secretary in place to ensure that a housing unit will remain affordable for its useful life. When IHBG funds are used, either in the form of a grant or a loan, to purchase, construct, or rehabilitate a residence, there must be a written agreement in place between the IHBG recipient and the individual who is being assisted with the IHBG funds. These written use agreements must include provisions for the IHBG recipient's useful life or affordability period restrictions as specified in its IHP. The provisions must be imposed by recorded deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the useful life restrictions may terminate upon foreclosure by a lender (or transfer in lieu of foreclosure), as long as the action is not for the purpose of avoiding low-income affordability restrictions. The written use agreement may contain a schedule outlining a payback of a decreasing balance of assistance or percentage equity over the useful life or affordability period that would have to be reimbursed to the recipient's program if a subsequent occupant does not meet the IHBG eligibility requirements.

Types of Binding Commitments: There are a number of different ways to place both NAHASDA and other affordability or use restrictions on assisted properties. The five attached samples of Useful Life/Use Restriction Agreements (two for fee land, two for trust land, and one for model activities/non-housing projects) can be used for this purpose. Any form used must be properly recorded with the appropriate land records offices. Additional use restrictions may be imposed on such properties as long as they do not contradict the NAHASDA useful life restrictions.

RECIPIENT GUIDANCE 2014-09(R)

Useful Life/Use Restriction Agreements for Use on Fee Land: When a restriction is placed on fee land, a covenant running with the land is imposed on the property to enforce the restriction:

- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION (Indian Housing on Fee Land with Single Recovery Amount). This covenant requires that the full amount of NAHASDA funds invested in the property be refunded in all cases of default.
- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION (Indian Housing on Fee Land with Prorated Recovery Amount). This covenant requires that the amount of NAHASDA funds invested in the property be prorated over the life of the restriction. In the event of a default, only the current prorated amount must be refunded.

Useful Life/Use Restriction Agreements for Use on Trust Land: When restrictions are placed on trust land, a lease amendment or addendum to the lease is used to enforce the restriction:

- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION LEASE ADDENDUM/AMENDMENT (Trust Land with Single Recovery Amount). This lease document requires in all cases of default that the full amount of NAHASDA funds invested in the property be refunded.
- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION LEASE ADDENDUM/AMENDMENT (Trust Land with Prorated Recovery Amount). This lease document requires that the amount of NAHASDA funds invested in the property be prorated over the life of the restriction. In the event of a default, only the current prorated amount must be refunded.

If you have any questions, please contact your Area Office of Native American Programs.

Attachments

**NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-
DETERMINATION ACT
USEFUL LIFE/USE RESTRICTION,
(Indian Housing on Fee Land with Single Recovery Amount)**

THE FOLLOWING PROPERTY (HEREIN AFTER THE **Property**) IS HEREBY
MADE SUBJECT TO A LIEN AND COVENANT RUNNING WITH THE
LAND:

Address: _____
Located at: _____
Lot _____, in the subdivision known as _____,
shown by map on file in Book No. _____, pages _____ through
_____ of Maps _____, Records of County of _____,
and State of _____.

or

Legal description: _____

This Useful Life/Use Restriction, a covenant running with the land (hereinafter the **Land Restriction**), dated this _____ day of _____, 20__, for good and valuable consideration, is hereby declared covenanted and made by _____ (hereinafter the **Owner**), who is the owner(s) of the Property. The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted or loaned by _____, an Indian Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the **Tribe**), to assist or facilitate low-income Indian housing.

1. DEED RESTRICTED

1.1 Use Restrictions. The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are members of, or are headed by a member of, a federally recognized tribe or an eligible State recognized tribe who are low-income. The terms “federally recognized tribe,” “State recognized tribe” and “low-income” are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter **NAHASDA**), 25 U.S.C. §§ 4101, et seq.

RECIPIENT GUIDANCE 2014-09(R)

1.2 Subsequent Owners. Family or household members who take Subsequent Ownership will not be subject to the binding agreement. However the binding commitment will not terminate upon subsequent family/household ownership, the binding commitment will not apply to the family/household. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction for the remaining affordability period.

1.2 Restricting Owners. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property; however, subsequent Owners that are family members or household members are not subject to this Land Restriction.

1.3 Covenant Running With the Land. The Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.

1.4 Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements shall expire () years from the date of this Land Restriction agreement (hereinafter the **Term**), which shall be the ____ day of _____, 20____ (hereinafter the **Termination Date**). As of the Termination Date, this Land Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

2.0 ENFORCEMENT

2.1 Right to Enforce. The Tribe has all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to enforcing compliance with the low-income and members of federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land Restriction, and levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe under its low-income Native American housing programs.

2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through loan(s) or grant(s) the sum of (\$) to the Owner or Property and shall be entitled to recover this amount in its entirety for any violation of the Land Restriction agreement during the Term of the Land Restriction.

2.3 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.

3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.

3.1 Notice. The Owner, and any subsequent owner of the Property, is obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: _____, that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.

RECIPIENT GUIDANCE 2014-09(R)

3.3 Assistance in Conveying to Low Income Native Americans. The Tribe may offer to assist the Owner and subsequent owners in finding individuals eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to the property.

3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

4.0 USEFUL LIFE.

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the Secretary of the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to its Secretary, 25 U.S.C. § 4135(a)(2). In section 1.4 of this Land Restriction agreement, a Term has been set for this Land Restriction and that Term should not be less than what is acceptable to the Secretary of HUD based on the nature and the amount of IHBG funds to this Property. The Tribe should ensure that a Land Restriction has been obtained for a Term that meets HUD's standards.

5.0 MISCELLANEOUS

5.1 Amendment. Any amendment to this Land Restriction by an Owner of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement.

5.2 Severability. If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

5.3 Homestead Waiver. This Land Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction. Executed as of the date first written above.

OWNER:

CONCURRED IN BY THE TRIBE (IF DIFFERENT FROM OWNER)

Tribe: _____

Signature: _____

Name & Title: _____

Date: _____

**NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-
DETERMINATION ACT
USEFUL LIFE/USE RESTRICTION**
(Indian Housing on Fee Land with Pro-rated Recovery Amount)

Address: _____
Located at: _____
Lot _____, in the subdivision known as _____,
shown by map on file in Book No. _____, pages _____ through
_____ of Maps _____, Records of County of _____,
and State of _____.
or
Legal description: _____

This Affordable Native American Useful Life/Use Restriction, a covenant running with the land (hereinafter the **Land Restriction**), dated this _____ day of _____, 20__, for good and valuable consideration, is hereby declared covenanted and made by _____ (hereinafter the **Owner**), who is the owner(s) of the Property. The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted or loaned by _____, an Indian Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the **Tribe**), to assist or facilitate low-income Indian housing.

1. DEED RESTRICTED

1.1 Use Restrictions. The Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are members of, or are headed by a member of, a federally recognized tribe or an eligible State recognized tribe who are low-income. The terms “federally recognized tribe,” “State recognized tribe” and “low-income” are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter **NAHASDA**), 25 U.S.C. §§ 4101, et seq.

1.2 Subsequent Owners. Family or household members who take Subsequent Ownership will not be subject to the binding agreement. However the binding commitment will not terminate upon subsequent family/household ownership, the binding commitment will not apply to the family/household. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction for the remaining affordability period.

RECIPIENT GUIDANCE 2014-09(R)

1.2 Restricting Owners. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property; however, subsequent Owners that are family members or household members are not subject to this Land Restriction. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction.

1.3 Covenant Running With the Land. The Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.

1.4 Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire _____ (_____) years from the date of this Land Restriction agreement (hereinafter the **Term**), which shall be the ____ day of _____, 20____ (hereinafter the **Termination Date**). As of the Termination Date, this Land Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

2.0 ENFORCEMENT

2.1 Right to Enforce. The Tribe has all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to enforcing compliance with the low-income and members of federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land Restriction, and levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe under its low-income Native American housing programs.

2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through loan(s) or grant(s) the sum of (\$ _____) to the Owner or Property and shall be entitled to recover some or all of this amount as follows:

(a) If the Property consists of a single family unit, the Tribe shall be entitled to recover the following declining amounts for any violation of the Land Restriction agreement during the duration of this Land Restriction: 100% until expiration of seventy-five percent of the Term, then 75% until expiration of fifty percent of the Term, 50% until expiration of twenty-five percent of the Term and 25% until expiration of the Term.

(b) If the property is not a single family unit, the Tribe shall be entitled to recover the full amount contributed for any violation of the Land Restriction agreement during the duration of this Land Restriction

2.3 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.

3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.

3.1 Notice. The Owner, and any subsequent owner of the Property, is obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: _____ that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).

RECIPIENT GUIDANCE 2014-09(R)

3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.

3.3 Assistance in Conveying to Low Income Native Americans. The Tribe may offer to assist the Owner and subsequent owners in finding individuals eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to the property.

3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

4.0 USEFUL LIFE

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the Secretary of the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to its Secretary, 25 U.S.C. § 4135(a)(2). In section 1.4 of this Land Restriction agreement, a Term has been set for this Land Restriction and that Term should not be less than what is acceptable to the Secretary of HUD based on the nature and the amount of IHBG funds to this Property. The Tribe should ensure that a Land Restriction has been obtained for a Term that meets HUD's standards.

5.0 MISCELLANEOUS

5.1 Amendment. Any amendment to this Land Restriction by an Owner of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement.

5.2 Severability. If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

5.3 Homestead Waiver. This Land Restriction is prior and superior to any Owner right to a homestead exemption under applicable law. Owners of the Property waive their homestead rights to extent that they are in conflict with the rights and remedies set out in this Land Restriction.

Executed as of the date first written above.

OWNER:

CONCURRED IN BY THE TRIBE (IF DIFFERENT FROM OWNER)

Tribe: _____
Signature: _____
Name & Title: _____
Date: _____

August 13, 2014

12

05/15/2022

Page 38 of 255

**NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-
DETERMINATION ACT
USEFUL LIFE/USE RESTRICTION
LEASE ADDENDUM/AMENDMENT
(Trust Land with Single Recovery Amount)**

This Useful Life/Use Restriction, a covenant running with the land (hereinafter the **Land Restriction**), dated this _____ day of _____, 20___, for good and valuable consideration, is hereby declared, covenanted and made by _____ (hereinafter the **Lessee**), and _____ (hereinafter the **Lessor**), by adding to/amending a land lease between the same parties dated _____, Lease No. _____, Contract No. _____, and the portion of the leased property being restricted is described in Attachment A to this Land Restriction and is also imposed on any dwelling unit and other improvements thereon, (hereinafter the **Property**).

The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted or loaned by _____, an Indian Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the **Tribe**), to assist or facilitate low-income Indian housing.

1. LEASE RESTRICTED

1.1 Use Restrictions. Each dwelling unit in or on the Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are members of, or are headed by a member of, a federally recognized tribe who are low-income. The terms “federally recognized tribe” and “low-income” as used herein are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter **NAHASDA**), 25 U.S.C. §§ 4101, et seq.

1.2 Restricting Lessee and Subsequent Lessess. Family or household members who take Subsequent Lease will not be subject to the binding agreement. However the binding commitment will not terminate upon subsequent family/household lease, the binding commitment will not apply to the family/household. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction for the remaining affordability period.

1.3 Restricting Lessee and Subsequent Lessees. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be added to the lease and binding and enforceable against the Tribe, the Lessee, and any successor, heir, or sublessee of the Property; however, subsequent Lessees that are family members or household members are not subject to this Land Restriction. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction.

RECIPIENT GUIDANCE 2014-09(R)

1.4 Covenant Running With the Land. The Lessor declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.

1.5 Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire () years from the date of this Land Restriction agreement (hereinafter the **Term**), which shall be the ____ day of _____, 20____ (hereinafter the **Termination Date**). As of the Termination Date, this Land Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

2.0 ENFORCEMENT

2.1 Right to Enforce or Recover Damages. The Lessor and the Tribe have all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to enforcing compliance with the low-income and members of a federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land Restriction. The Tribe also has the option of levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Lessor, or to the Lessee, by the Tribe under its low-income Native American housing programs.

2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through loan(s) or grant(s) the sum of (\$) to the Lessor or Lessee or Property and shall be entitled to recover this amount in its entirety for any violation of the Land restriction agreement during the Term of the Land Restriction.

2.3 Rights to Recover Other Costs by the Tribe. The Lessor and Lessee, as well as subsequent Lessors and Lessees of the Property, individually or together, shall be additionally liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.

3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.

3.1 Notice. The Lessor and Lessee, and any subsequent Lessor and Lessee of the Property, are each obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: _____ that they intend to change occupancy, lease, sell, or convey the Property. Such Notice(s) shall be given no less than sixty (60) days prior to the Lessor or Lessee binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Lessor and Lessee of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.

3.3 Assistance in Conveying to Low Income Native Americans. The Tribe may offer to assist the Lessor and Lessee and subsequent Lessors and Lessees in finding individuals eligible under this Land Restriction agreement to occupy, rent, or lease the property.

3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

RECIPIENT GUIDANCE 2014-09(R)

4.0 USEFUL LIFE.

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to HUD, 25 U.S.C. § 4135(a)(2). In section 1.5 of this Land Restriction agreement, a Term has been set for this Land Restriction and the Tribe has determined and additionally warrants that the Term is not be less than what is acceptable to the HUD for this property and the nature of the NAHASDA assistance given.

5.0 MISCELLANEOUS

5.1 Amendment. Any amendment to this Land Restriction by a Lessor or Lessee of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement.

5.2 Other Use Restrictions. Other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement and its terms.

5.3 Severability. If any provision of this Land Restriction is held by a court of competent Jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

5.4 Notice of Foreclosure. A lender shall give the Tribe sixty (60) days' notice of its intent to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure. During the sixty (60) day period, the Tribe, its successors or assigns, shall have the right, but not the obligation, to purchase the mortgage for the amount due hereunder (including applicable expenses), and in such event the lender shall deliver to the purchaser such assignments and other evidentiary documents as the purchaser shall reasonably request.

5.5 Termination of Land Restriction. If a lender acquires the Property by foreclosure or by deed in lieu of foreclosure under its mortgage, after giving the Tribe the required sixty (60) days' notice, the right and restrictions contained in this Land Restriction shall terminate, and the Property shall become free from the rights and restrictions in this Land Restriction. Notwithstanding the foregoing, nothing shall prevent a lender from selling the Property subject to this Land Restriction to an eligible buyer in any foreclosure proceeding or after acquisition of title to the Property. The Tribe shall, upon request, provide a determination as to a purchaser's qualifications as an eligible buyer. In such case, the lease shall indicate that the Property is being conveyed subject to this Land Restriction. In addition, if the Tribe, or its successors or assigns, purchases the Property at a foreclosure sale or from a lender, the Tribe, or its successors or assigns may resubject the Property to this Land Restriction by supplemental recording.

Executed as of the date first written above.

LESSOR:

LESSEE:

CONCURRED IN BY THE TRIBE (IF DIFFERENT FROM OWNER)

Tribe: _____

Signature: _____

Name & Title: _____

Date: _____

August 13, 2014

15

05/15/2022

Page 41 of 255

RECIPIENT GUIDANCE 2014-09(R)

APPROVED:

SECRETARY OF THE INTERIOR

BY: _____

ATTACHMENT A

Legal Description of Portion of the Property Covered by Land Restriction
(which includes any dwelling and other improvements thereon)

**NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-
DETERMINATION ACT
USEFUL LIFE/USE RESTRICTION
LEASE ADDENDUM/AMENDMENT
(Trust Land with Pro-rated Recovery Amount)**

This Useful Life/Use Restriction, a covenant running with the land (hereinafter the **Land Restriction**), dated this _____ day of _____, 20__, for good and valuable consideration, is hereby declared, covenanted and made by _____ (hereinafter the **Lessee**), and _____ (hereinafter the **Lessor**), by adding to/amending a land lease between the same parties dated _____, Lease No. _____, Contract No. _____, and the portion of the leased property being restricted is described in Attachment A to this Land Restriction and is also imposed on any dwelling unit and other improvements thereon, (hereinafter the **Property**).

The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted or loaned by _____, an Indian Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the **Tribe**), to assist or facilitate low-income Indian housing.

1. LEASE RESTRICTED

1.1 Use Restrictions. Each dwelling unit in or on the Property shall be used only for residential purposes and that residential occupancy shall only be by individuals or families who are members of, or are headed by a member of, a federally recognized tribe or an eligible State recognized tribe who are low-income. The terms “federally recognized tribe,” “State recognized tribe” and “low-income” as used herein are as defined in the Native American Housing Assistance and Self-Determination Act (hereinafter **NAHASDA**), 25 U.S.C. §§ 4101, et seq.

1.2 Restricting Lessee and Subsequent Lessess. Family or household members who take Subsequent Lease will not be subject to the binding agreement. However the binding commitment will not terminate upon subsequent family/household lease, the binding commitment will not apply to the family/household. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction for the remaining affordability period.

1.3 Restricting Lessee and Subsequent Lessees. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be added to the lease and binding and enforceable against the Tribe, the Lessee, and any successor, heir, or sublessee of the Property; however, subsequent Lessees that are family members or household members are not subject to this Land Restriction. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to this Land Restriction.

1.4 Covenant Running With the Land. The Lessor declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.

1.5 Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements, shall expire () years from the date of this Land Restriction agreement (hereinafter the **Term**), which shall be the ____ day of _____, 20____ (hereinafter the **Termination Date**). As of the

Date

18

05/15/2022

Page 44 of 255

Termination Date, this Land Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

2.0 ENFORCEMENT

2.1 Right to Enforce. The Tribe has all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to enforcing compliance with the low-income and members of federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land Restriction, and levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe under its low-income Native American housing programs.

2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through loan(s) or grant(s) the sum of (\$) to the Owner or Property and shall be entitled to recover some or all of this amount as follows:

- (a) If the Property consists of a single family unit, the Tribe shall be entitled to recover the following declining amounts for any violation of the Land Restriction agreement during the duration of this Land Restriction: 100% until expiration of seventy-five percent of the Term, then 75% until expiration of fifty percent of the Term, 50% until expiration of twenty-five percent of the Term and 25% until expiration of the Term.
- (b) If the property is not a single family unit, the Tribe shall be entitled to recover the full amount contributed for any violation of the Land Restriction agreement during the duration of this Land Restriction

2.3 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.

3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE.

3.1 Notice. The Lessor and Lessee, and any subsequent Lessor and Lessee of the Property, are each obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: ,that they intend to change occupancy, lease, sell, or convey the Property. Such Notice(s) shall be given no less than sixty (60) days prior to the Lessor or Lessee binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Lessor and Lessee of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.

3.3 Assistance in Conveying to Low Income Native Americans. The Tribe may offer to assist the Lessor and Lessee and subsequent Lessors and Lessees in finding individuals eligible under this Land Restriction agreement to occupy, rent, or lease the property.

3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

4.0 USEFUL LIFE.

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the U.S.

Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to HUD, 25 U.S.C. § 4135(a)(2). In section 1.5 of this Land Restriction agreement, a Term has been set for this Land Restriction and the Tribe has determined and additionally warrants that the Term is not be less than what is acceptable to the HUD for this property and the nature of the NAHASDA assistance given.

5.0 MISCELLANEOUS

5.1 Termination, Transfer or Amendment. Any transfer of the subject Property, termination of or amendment to this Land Restriction by a Lessor or Lessee of the Property shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement.

5.2 Other Use Restrictions. Other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement and its terms.

5.3 Severability. If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

5.4 Notice of Foreclosure. A lender shall give the Tribe sixty (60) days' notice of its intent to foreclose upon its mortgage or to accept a conveyance of the Property in lieu of foreclosure. During the sixty (60) day period, the Tribe, its successors or assigns, shall have the right, but not the obligation, to purchase the mortgage for the amount due hereunder (including applicable expenses), and in such event the lender shall deliver to the purchaser such assignments and other evidentiary documents as the purchaser shall reasonably request.

5.5 Termination of Land Restriction. If a lender acquires the Property by foreclosure or by deed in lieu of foreclosure under its mortgage, after giving the Tribe the required sixty (60) days' notice, the right and restrictions contained in this Land Restriction shall terminate, and the Property shall become free from the rights and restrictions in this Land Restriction. Notwithstanding the foregoing, nothing shall prevent a lender from selling the Property subject to this Land Restriction to an eligible buyer in any foreclosure proceeding or after acquisition of title to the Property. The Tribe shall, upon request, provide a determination as to a purchaser's qualifications as an eligible buyer. In such case, the lease shall indicate that the Property is being conveyed subject to this Land Restriction. In addition, if the Tribe, or its successors or assigns, purchases the Property at a foreclosure sale or from a lender, the Tribe, or its successors or assigns may resubject the Property to this Land Restriction by supplemental recording.

Executed as of the date first written above.

LESSOR:

LESSEE:

CONCURRED IN BY THE TRIBE (IF DIFFERENT FROM OWNER)

Tribe: _____
Signature: _____
Name & Title: _____
Date: _____

APPROVED:

SECRETARY OF THE INTERIOR

BY: _____

ATTACHMENT A

Legal Description of Portion of the Property Covered by Land Restriction (which includes any dwelling and other improvements thereon)

**NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-
DETERMINATION ACT**
USEFUL LIFE/USE RESTRICTION,
(Indian Non-Housing on Fee Land with Single Recovery Amount)

THE FOLLOWING PROPERTY (HEREIN AFTER THE **Property**) IS
HEREBY MADE SUBJECT TO A LIEN AND COVENANT RUNNING
WITH THE LAND:

Address: _____
Located at: _____
Lot _____, in the subdivision known as _____,
shown by map on file in Book No. _____, pages ___ through
_____ of Maps _____, Records of County of _____,
and State of _____.
or
Legal description: _____

This Useful Life/Use Restriction, a covenant running with the land (hereinafter the **Land Restriction**), dated this day of, 20__, for good and valuable consideration, is hereby declared covenanted and made by (hereinafter the **Owner**), who is the owner(s) of the Property. The Land Restriction is imposed because Indian Housing Block Grant (IHBG) funds to benefit the Property have been granted or loaned by, an Indian Tribe or an Indian or Alaska Native tribally designated housing entity (hereinafter the **Tribe**), to assist or facilitate low-income Indian housing.

1. DEED RESTRICTED

1.1 Use Restrictions. The Property shall be used only for eligible Indian Housing Block Grant affordable housing activities and that facility occupancy shall only be by those entities providing such activities/services.

1.2 Subsequent Owners. Will be subject to this Land Restriction for the remaining affordability period.

1.3 Restricting Owners. All of the rights, restrictions and agreements in this Land Restriction shall be deemed to be covenants and a deed restriction placed on the Property and Owner and binding and enforceable against the Owner and other subsequent owners of the Property

1.4 Covenant Running With the Land. The Owner declares and covenants on behalf of itself that this Land Restriction and all accompanying enforcement rights run with the land until the Termination Date.

1.5 Term. This Land Restriction, including all of its rights, restrictions, covenants and agreements shall expire () years from the date of this Land Restriction agreement (hereinafter the **Term**), which shall be the ____ day of _____, 20____ (hereinafter the **Termination Date**). As of the Termination Date, this Land Restriction shall expire by its own terms and this Land Restriction shall have no further force or effect and shall be extinguished and released without the execution or recording of any further documents.

2.0 ENFORCEMENT

2.1 Right to Enforce. The Tribe has all the rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but is not limited to enforcing compliance with the use restrictions, invalidating any conveyance which violates the terms of this Land Restriction, and levying upon the Property to recover in full the money expended, advanced or loaned either on the Property or to the Owner by the Tribe under its low-income Native American housing programs.

2.2 Recovery of Amounts Contributed by the Tribe. The Tribe has contributed through loan(s) or grant(s) the sum of (\$) to the Property and shall be entitled to recover this amount in its entirety for any violation of the Land Restriction agreement during the Term of the Land Restriction.

2.3 Rights to Recover Other Costs by the Tribe. The Owner, as well as subsequent owners of the Property, shall also be liable to the Tribe for any and all reasonable attorney fees, costs and court expenses that the Tribe may incur in any enforcement actions it takes under this Land Restriction agreement.

3.0 NOTICE OF PENDING SALE, RENTAL OR CONVEYANCE

3.1 Notice. The Owner, and any subsequent owner of the Property, is obligated to notify the Tribe in writing, delivery of which shall be evidenced with a written receipt, at the following address: _____, that they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty (60) days prior to the Owner binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of the Notice, the Owner of the Property must provide any and all information it has and that the Tribe requests and deems necessary to ascertain that the Property shall remain in compliance with this Land Restriction agreement.

3.3 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any Tribe inactions or actions taken pursuant to such a Notice do not constitute Tribe approval of any particular use and are not a waiver by the Tribe of any rights it has to enforce compliance with this Land Restriction.

4.0 USEFUL LIFE.

4.1 Term of Land Restriction Should Meet HUD Requirements. NAHASDA requires that the Secretary of the U.S. Department of Housing and Urban Development determine that the Property is minimally restricted for a period of time acceptable to its Secretary, 25 U.S.C. § 4135(a)(2). In section 1.4 of this Land Restriction agreement, a Term has been set for this Land Restriction and that Term should not be less than what is acceptable to the Secretary of HUD based on the nature and the amount of IHBG funds to this Property. The Tribe should ensure that a Land Restriction has been obtained for a Term that meets HUD's standards.

5.0 MISCELLANEOUS.

5.1 Amendment. Any amendment to this Land Restriction shall require the approval and consent of the Tribe and be recorded in the same manner as this Land Restriction agreement. However, other use restrictions may be placed on the Property so long as they do not conflict or contravene this Land Restriction agreement.

5.2 Severability. If any provision of this Land Restriction is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall survive and their validity, legality and enforceability shall not in any way be affected or impaired.

Executed as of the date first written above

OWNER(S)

CONCURRED IN BY THE TRIBE (IF DIFFERENT FROM OWNER)

Tribe: _____
Signature: _____
Name & Title: _____



No. 2020-02
September 9, 2020

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: Tribal Government Leaders and Tribally Designated Housing Entities

FROM: Heidi Frechette, Deputy Assistant Secretary for Native American Programs, PN

TOPIC: Useful Life and Binding Commitments

Purpose: The intent of this guidance is to give IHBG recipients information about maintaining IHBG-assisted housing and non-housing projects for the useful life of the property. It will clarify (1) what will be considered “satisfactory to the Secretary”; and (2) what constitutes an acceptable binding commitment. This Program Guidance has been updated to include a [FHA Loan Rider to NAHASDA](#) and replaces Program Guidance 2014-09.

Background: Section 205(a)(2) of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), requires that housing units remain affordable for either (1) the remaining useful life of the property (as determined by the Secretary) or (2) for such other period that the Secretary determines is the longest feasible period of time consistent with sound economics and the purpose of NAHASDA. Useful life is the time period during which an assisted property must remain affordable.

NAHASDA gives the Secretary the authority to determine the housing units’ useful life or other period of time during which the units must remain affordable. The IHBG regulation at 24 CFR § 1000.142, states that to the extent required in the Indian Housing Plan (IHP), each IHBG recipient shall describe its determination of the useful life of the assisted housing units in its developments in accordance with the local conditions of the Indian area of the recipient. By finding the IHP to be in compliance with the statute, the Department would be determining the useful life to be in accordance with NAHASDA.

PROGRAM GUIDANCE 2020-02

The NAHASDA statute and regulations also require that this affordability period be secured through binding commitments satisfactory to the Secretary. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life (affordability period). The binding commitment requirement under NAHASDA not only applies to the parties, but it also applies to the property. The purpose and intent of requiring binding commitments is to guarantee that the housing will remain affordable for its useful life regardless of who may have entered into a contractual agreement or who may be in possession. The binding commitment required cannot be satisfied solely with a contract between the parties. Pursuant to 24 CFR § 1000.144, in order for it to be satisfactory to HUD, a written use restriction that is placed on the assisted property and must run with the land; hence, binding commitments must be recorded.

Affordability Period: The first primary objective of NAHASDA, as stated in Section 201(a)(1), is: "...to develop, maintain, and operate affordable housing...for occupancy by low-income Indian families." Every time IHBG funds are spent on a property, an investment is made in low-income families in the community. The return on that investment is the period of continued future use during which the property will be available for use by low-income families. That period of future use is the affordability period or useful life for that property.

Housing units that are constructed, developed, and/or rehabilitated using IHBG funds must establish a useful life to ensure the property will remain available to low-income families.

Determination of Affordability Period: Generally, the affordability period is the period of time during which the property will be available for use by low-income families. It should be the remaining useful life of the property, as approved by HUD, or the longest feasible period of time consistent with sound economics and the purposes of NAHASDA, as approved by HUD.

In determining a property's affordability period or useful life, a recipient could use a tiered schedule similar to that used in the Department's HOME program to determine the affordability period. This would specify a number of years during which the housing must remain affordable, dependent upon the amount of IHBG funds being invested in the property per occurrence. For example:

IHBG Funds Invested	Affordability Period*
Under \$5,000	6 months
\$5,000 to \$15,000	5 years
\$15,001 to \$40,000	10 years
Over \$40,000	15 years
New construction or acquisition of newly constructed housing.....	20 years

* NOTE: For relatively minor investments, the designated affordability period can be some nominal period of time, but NAHASDA requires that some period be designated, and that it be secured with a binding commitment. Additionally, if the reasonable affordability period is less

PROGRAM GUIDANCE 2020-02

than one year, a binding commitment is required; however, it is not necessary to record the written use restriction for purposes of complying with NAHASDA. It is good business practice, however, to record the written use restriction for purposes of giving notice to subsequent purchasers. The dollar ranges and/or the corresponding number of years may differ from those shown above depending upon local conditions. The recipient may choose to assign a longer affordability period in order to ensure the availability of a larger continuing affordable housing supply for low-income families.

If the recipient chooses to use some other method of assigning the affordability period, the IHP should describe how the method provides for an affordability period with appropriate consideration given to any unique local conditions. In setting a useful life, a specific number of years should be given for the affordability period, not a range of years (e.g., 30 to 40 years) or a general statement. The number of years should also be without ambiguous qualification (e.g. “about,” “approximate,” “if properly maintained,” “planned,” “expected,” “estimated,” etc.). Similarly, the designated affordability period should in no way be contingent upon the continuation of IHBG funding.

Reporting Useful Life: A description of the recipient’s plan or system for determining the useful life of the housing it assists with IHBG funds must be provided in the IHP. A record of the current, specific useful life for housing units assisted with IHBG funds should be maintained in the recipient’s files and be available for review.

Types of Properties and Assistance Covered: The useful life provisions apply to all housing units and non-housing units assisted with IHBG funds except for Mutual Help homes developed under the U.S. Housing Act of 1937 (see 24 CFR § 1000.145).

1. **Housing Units:** The initial homebuyer, and any subsequent owners that purchase the property during the period of its useful life, need only qualify as low-income at the time of their purchase. In other words, if the initial owner seeks to sell the property while it still has a remaining useful life or affordability period assigned to it, the new buyer must qualify as an eligible family at the time of his or her purchase; however, the transfer of a homeownership unit to a family member or household member is not subject to a binding commitment for the remaining useful life of the property. Thus, if a homeownership unit has been transferred to a family member or household member, then the written use restriction will not terminate, even though it will not apply. However, any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to any remaining useful life or affordability period under a recorded binding commitment. Should the home be sold during its useful life period to a new purchaser that does not qualify as a family member, household member, or an eligible family and funds are not repaid to the recipient’s IHBG program in accordance with its useful life plan, the Secretary will take appropriate action against the IHBG recipient in accordance with section 401(a) of NAHASDA.

PROGRAM GUIDANCE 2020-02

Similarly, low-income owner/occupants of privately owned housing that receive IHBG funded assistance, whether in the form of a loan or a grant, for moderate or substantial rehabilitation, need only be low-income at the time the assistance is provided. However, there should be a binding commitment accompanying the assistance that guarantees an appropriate useful life or affordability period and provides for remedies for the breach of such useful life provision upon transfer of ownership during the assigned useful life. The useful life and binding commitment requirements apply to all housing units assisted with IHBG funds, including units developed through NAHASDA's Title VI Loan Guarantee program.

2. [Model Activities/Non-housing](#): The useful life provisions apply to all model activities and non-housing projects constructed, developed, or acquired with IHBG funds to ensure the remaining useful life of the property will be maintained for affordable housing activities. Non-housing projects include community centers and model activities established to provide affordable housing activities.

[Record of Use Restrictions](#): Records must be kept for all use restrictions. Attached is a sample Record of Use Restrictions form that can be used by recipients to record both NAHASDA and other affordability or use restrictions. Restrictions can vary both in how they are imposed and model reporting form is designed to be the registry of all of the various use restrictions that are placed on recipient properties.

Acceptable Binding Commitments: As mentioned above, NAHASDA requires that there be binding commitments satisfactory to the Secretary in place to ensure that a housing unit will remain affordable for its useful life. When IHBG funds are used, either in the form of a grant or a loan, to purchase, construct, or rehabilitate a residence, there must be a written agreement in place between the IHBG recipient and the individual who is being assisted with the IHBG funds. These written use agreements must include provisions for the IHBG recipient's useful life or affordability period restrictions as specified in its IHP. The provisions must be imposed by recorded deed restrictions, covenants running with the land, or other mechanisms approved by HUD, except that the useful life restrictions may terminate upon foreclosure by a lender (or transfer in lieu of foreclosure), as long as the action is not for the purpose of avoiding low-income affordability restrictions. The written use agreement may contain a schedule outlining a payback of a decreasing balance of assistance or percentage equity over the useful life or affordability period that would have to be reimbursed to the recipient's program if a subsequent occupant does not meet the IHBG eligibility requirements.

Types of Binding Commitments: There are a number of different ways to place both NAHASDA and other affordability or use restrictions on assisted properties. The six attached samples of Useful Life/Use Restriction Agreements (two for fee land, two for trust land, one for model activities/non-housing projects and one for FHA insured loans) can be used for this purpose. Any form used must be properly recorded with the appropriate land records offices. Additional use restrictions may be imposed on such properties as long as they do not contradict the NAHASDA useful life restrictions.

PROGRAM GUIDANCE 2020-02

Useful Life/Use Restriction Agreements for Use on Fee Land: When a restriction is placed on fee land, a covenant running with the land is imposed on the property to enforce the restriction:

- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION ([Indian Housing on Fee Land with Single Recovery Amount](#)). This covenant requires that the full amount of NAHASDA funds invested in the property be refunded in all cases of default.
- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION ([Indian Housing on Fee Land with Prorated Recovery Amount](#)). This covenant requires that the amount of NAHASDA funds invested in the property be prorated over the life of the restriction. In the event of a default, only the current prorated amount must be refunded.

Useful Life/Use Restriction Agreements for Use on Trust Land: When restrictions are placed on trust land, a lease amendment or addendum to the lease is used to enforce the restriction:

- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION LEASE ADDENDUM/AMENDMENT ([Trust Land with Single Recovery Amount](#)). This lease document requires in all cases of default that the full amount of NAHASDA funds invested in the property be refunded.
- NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION USEFUL LIFE/USE RESTRICTION LEASE ADDENDUM/AMENDMENT ([Trust Land with Prorated Recovery Amount](#)). This lease document requires that the amount of NAHASDA funds invested in the property be prorated over the life of the restriction. In the event of a default, only the current prorated amount must be refunded.

FHA Loan Rider to NAHASDA Useful Life/Use Restriction

Some grantees use their IHBG funds to provide down payment assistance to low-income Native American borrowers who receive a loan insured by FHA. Because of FHA requirements under 24 CFR 203.41 the sample useful life restrictions contain language that limits transfer of the property in the event of foreclosure. The FHA Loan Rider addresses the FHA requirements and should be used when NAHASDA funds are invested in the property.

If you have any questions, please contact your Area Office of Native American Programs.

Attachments

NAHASDA AFFORDABLE HOUSING

Section 202. Eligible Affordable Housing Activities

Affordable housing activities under this title [title II of NAHASDA] are activities, in accordance with the requirements of this title, to develop, operate, maintain, or support affordable housing for rental or homeownership, or to provide housing services with respect to affordable housing, through the following activities:

- Affordable housing is housing that meets the requirements of title II of NAHASDA:
 - Housing units developed under the United States Housing Act of 1937 (low rent, Mutual Help and Turnkey housing units) are considered to be and must be maintained as affordable housing for purposes of NAHASDA
 - Housing units developed under NAHASDA are required to meet NAHASDA requirements
 - Other housing units that are not assisted under NAHASDA, but which meet the requirements of title II of NAHASDA, qualify as affordable housing
- “Housing” includes
 - Rental housing that may be single-family units, multifamily units, Single Room Occupancy units, attached units such as duplex, triplex
 - Homeownership housing
 - Group homes for persons with special needs such as the elderly/disabled
 - Congregate housing
 - Transitional housing
 - Halfway housing
 - Domestic violence shelters
 - Homeless emergency shelters

(1) Indian Housing Assistance -- The provision of modernization or operating assistance for housing previously developed or operated pursuant to a contract between the Secretary and an Indian housing authority.

Eligible activities include, but are not limited to:

- Modernization of 1937 Act Housing
- Operating assistance for 1937 Act Housing
 - Maintenance
 - Rent and participants’ utility subsidies

(2) Development -- The acquisition, new construction, reconstruction, or moderate or substantial rehabilitation of affordable housing, which may include real property acquisition, site improvement, development and rehabilitation of utilities, necessary infrastructure, and utility services, conversion, demolition, financing, administration and planning, improvement to achieve greater energy efficiency, mold remediation, and other related activities.

Eligible activities include, but are not limited to:

- Acquisition of affordable housing




No. 2010-03
May 07, 2010

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

FOR: All Tribal Government Leaders and Tribally Designated Housing Entities

FROM: 
for Rodger J. Boyd, Deputy Assistant Secretary for Native American Programs, PN

TOPIC: Affordable Housing Activities and Administrative Expenses

Purpose: This guidance updates Native American Housing Assistance and Self-Determination Act (NAHASDA) Guidance 2009-02, NAHASDA Affordable Housing Activities and Administrative Expenses.

Guidance: The document is intended to provide assistance to tribes and tribally designated housing entities (TDHE) when determining eligible affordable housing activities and eligible administrative expenses using Indian Housing Block Grant (IHBG) funds. Please note that this is not a complete list of eligible activities under NAHASDA.

Inquires: Should you have any questions regarding this guidance, please contact your Area Office of Native American Programs.

- financing acquisition of affordable housing by homebuyers
 - down payment assistance
 - closing costs assistance
 - direct lending
 - interest subsidies or other financial assistance
- New construction of affordable housing
- Reconstruction of affordable housing
- Moderate rehabilitation of affordable housing, including but not limited to:
 - lead-based paint hazards elimination or reduction
 - improvements to provide physical accessibility for disabled persons
 - energy-related improvements
- Substantial rehabilitation of affordable housing, including but not limited to:
 - lead-based paint hazards elimination or reduction
 - improvements to provide physical accessibility for disabled persons
 - energy-related improvements
- Conversion of non-residential building into affordable housing
- Improvement to achieve greater energy efficiency
- Activities related to the affordable housing, including but not limited to:
 - site improvements
 - recreational area and playgrounds for use by residents of affordable housing
 - on-site streets and sidewalks
 - development and rehabilitation of utilities and utility services for affordable housing units
 - acquisition of real property
 - demolition
 - relocation
 - environmental review of the affordable housing project
 - administration and planning of the affordable housing project
 - architectural and engineering plans

(3) Housing Services -- The provision of housing-related services for affordable housing, such as housing counseling in connection with rental or homeownership assistance, establishment and support of resident organizations and resident management corporations, energy auditing, activities related to the provision of self-sufficiency and other services, and other services related to assisting owners, tenants, contractors, and other entities, participating or seeking to participate in other housing activities assisted pursuant to this section.

Eligible activities include, but are not limited to:

- Housing counseling in connection with affordable rental or homeownership housing
- Establishment and support of resident organizations in affordable housing
- Establishment of resident management corporations in affordable housing
- Energy auditing of affordable housing
- Activities related to the provision of self-sufficiency

- child care costs – subsidies to residents of affordable housing or operating costs of a facility [but not construction or rehabilitation of a facility] for residents of affordable housing
- transportation costs – subsidies to residents of affordable housing or rental of car, van, or bus for residents of affordable housing to attend training
- job placement and job training for residents of affordable housing
- assistance to residents of affordable housing in obtaining other federal, state and local assistance
- Homeless prevention activities, which are short-term subsidies to defray rent and utility bills that families have received
- Security deposits and/or first month's rent to permit family to move into an apartment
- Payments to prevent foreclosure on a home
- Tenant-based rental assistance payments, including:
 - college housing vouchers
- Project-based rental assistance payments
- The development and delivery of training courses related to the administration of affordable housing activities and programs in compliance with NAHASDA and its associated regulations
- Youth activities for residents of affordable housing that reduce or eliminate the use of drugs
 - salaries and expenses for staff of youth sports program
 - educational programs relating to drug abuse
 - Boys and Girls Clubs
 - sports and recreation equipment
 - travel for youth for the purpose of participating in sporting events
 - does not include any entertainment travel expenses such as travel to watch sporting events that youth are not participating in

(4) Housing Management Services -- The provision of management services for affordable housing, including preparation of work specifications, the costs of operation and maintenance of units developed with funds provided under this Act, and management of affordable housing projects.

Eligible activities include, but are not limited to:

- preparation of work specifications for affordable housing
- loan processing for affordable housing
- inspections for affordable housing
- tenant selection for affordable housing
- management of tenant-based and project-based rental assistance
- mediation programs for landlord-tenant disputes for affordable housing
- hiring of grants writers for affordable housing applications
- operating assistance for NAHASDA-assisted units to include maintenance and utilities

(5) Crime Prevention and Safety Activities -- The provision of safety, security, and law enforcement measures and activities appropriate to protect residents of affordable housing from crime.

Eligible activities include, but are not limited to:

- Physical improvements for affordable housing to enhance security such as fences, speed bumps, monitors, locks, additional lighting
- Employment of security personnel for affordable housing
 - law enforcement services are eligible only for affordable housing residents. This is a direct cost to the program authorized under NAHASDA, in accordance with 2 CFR 225. A tribe/TDHE must document that costs are only for affordable housing residents.
 - equipment for law enforcement activities

(6) Model Activities -- Housing activities under model programs that are designed to carry out the purposes of this Act and are specifically approved by the Secretary as appropriate for such purpose.

Eligible activities include, but are not limited to:

- Construction of an office building for the recipient's administration of NAHASDA activities, including the rehabilitation of or additions to existing office spaces
- Construction of warehouse, maintenance and storage space for housing materials for housing assisted under NAHASDA, including the rehabilitation of or additions to existing structure
- Construction of day care center, including the rehabilitation of existing facility to be used for day care, to the extent that the facility will be used by residents of affordable housing
- Construction of a community building or center, including the rehabilitation of an existing facility, to the extent it will be used for affordable housing activities and by residents of affordable housing
- Construction of college housing to the extent the facility will be used by eligible families
- Construction of an administrative facility and training center

Each model housing activity must be approved in accordance with the procedures in 24 CFR Part 1000, Subpart B.

Section 101(h). Administrative and Planning Expenses -- The Secretary shall, by regulation, authorize each recipient to use a percentage of any grant amounts received under this Act for comprehensive housing and community development planning activities and for any reasonable administrative and planning expenses of the recipient relating to carrying out this Act and activities assisted with such amounts, which may include costs for salaries of individuals engaged in administering and managing affordable housing activities assisted with grant amounts provided under this Act and expenses of preparing an Indian housing plan under section 102.

Eligible administrative and planning expenses of the IHBG program include:

- Costs of overall program and/or administrative management, including
- Salaries and benefits of staff administering IHBG program
- Costs of coordination, monitoring, and evaluation
- Costs of preparing the Indian Housing Plan, including data collection
- Costs of preparing the Annual Performance Report

- Challenge to and collection of data for purposes of challenging the formula
- Costs of comprehensive housing and community development planning activities
- Staff and overhead costs directly related to carrying out affordable housing activities can be costs of the affordable housing activity or administration or planning at the discretion of the recipient
- The recipient can use up to 20 percent of its annual grant for administration and planning, and must identify the percentage of grant funds which will be used in the Indian Housing Plan
- The recipient may request HUD's approval to use more than 20 percent of its grant for administration and planning. HUD must consider any cost of preparing the Indian Housing Plan, challenges to and collection of data, the recipient's grant amount, approved cost allocation plans, and any other relevant information with special consideration given to the circumstances of recipients receiving minimal funding.



U.S. Department of Housing and Urban Development
Community Planning and Development

Special Attention of:

Regional Directors
Field Office Directors
CPD Division Directors
Regional Environmental Officers
Responsible Entities
Healthcare Directors
PIH Staff
Public Housing Agencies
Program Environmental Clearance Officers
Multifamily Office Directors
Multifamily Regional Center Directors
Multifamily Satellite Office Directors

Notice: CPD-16-02

Issued: February 8, 2016

Expires: This Notice is effective until amended, superseded, or rescinded.

Supersedes: March 28, 2006 CPD policy memorandum on this subject

SUBJECT: Guidance for Categorizing an Activity as Maintenance for Compliance with HUD Environmental Regulations, 24 CFR Parts 50 and 58

I. Purpose and Background

This Notice provides guidance on categorizing an activity as maintenance for purposes of compliance with HUD's environmental regulations, 24 CFR Parts 50 and 58. Under 24 CFR 50.19(b)(13) and 58.35(b)(3), maintenance is categorically excluded from environmental assessment under the National Environmental Policy Act (NEPA) and not subject to compliance requirements of the related federal environmental laws in 24 CFR 50.4 and 24 CFR 58.5, including the National Historic Preservation Act of 1966. Similarly, 24 CFR 50.19(b)(21) excludes refinancing of HUD-insured mortgages from NEPA and the related laws if associated physical impacts are limited to routine maintenance, and do not include new construction or rehabilitation. HUD-assisted maintenance activities do not affect the environment, and do not require compliance with federal environmental laws, other than the Coastal Barrier Resources Act¹ and sometimes the National Flood Insurance Program. The Responsible Entity (RE) or HUD reviewer must make a determination of the level of environmental review required for every project and document it in the Environmental Review Record (ERR) before any project activities may occur, including activities determined to be Categorically Excluded and not subject to related laws under the provisions of this Notice.

¹ The Coastal Barrier Resources Act prohibits HUD assistance in the designated Coastal Barrier Resources System.

II. Applicability

This Notice applies to HUD activities that require an environmental review. HUD activities include grants, loans, financing, subsidies, insurance, and approvals. Some HUD activities do not require an environmental review.² The guidance in this Notice describes how Responsible Entities and HUD reviewers should interpret maintenance in the environmental review of HUD-assisted, HUD-insured, and HUD-subsidized activities, including those in Community Planning and Development (CPD), Housing, and Public and Indian Housing (PIH). It is not meant to define maintenance for other program purposes.

When making an environmental determination, distinguishing between maintenance activities and more extensive repair and rehabilitation activities requires careful consideration. The information provided below will assist in determining whether an activity is maintenance and therefore exempt from further environmental review, or, if it is rehabilitation and therefore requires further environmental review, which in most cases will be review under the authorities other than NEPA listed in 24 CFR 50.4 and 58.5.

III. Discussion

In general, maintenance activities slow or halt deterioration of a building and do not materially add to its value or adapt it to new uses. Sometimes, maintenance of a building feature or system requires periodic replacement of individual component parts that are subject to normal wear and tear. While maintenance is often budgeted as an operating expense, and repairs and rehabilitation are treated as capital expenses, it is the nature of the activity itself, not its budget category that determines whether it qualifies as maintenance for environmental review purposes.³ Simultaneous maintenance work in multiple units or buildings is still considered maintenance.

² Consult Program Environmental Clearance Officers (PECOs) for information on which program activities do not require environmental review. For example, issuance of Single Family FHA mortgage insurance in the 203(k) program does not require environmental review. For some programs, like Multifamily Section 223(a)(7) refinancing transactions, the environmental review can be done on a programmatic basis so that individual reviews are not necessary.

³ For example, Public Housing activities assisted with Capital Funds and Operating Funds are subject to environmental review requirements pursuant to 24 CFR 905.308(b)(2) and 24 CFR 990.116 respectively. Although minor repairs and replacements are often budgeted as a PIH operating expense in accordance with section 9(g) of the United States Housing Act of 1937, some minor repairs and replacements may be considered rehabilitation for environmental review purposes. Likewise, nonroutine maintenance as defined in 24 CFR 905.200(b)(5) is not maintenance for environmental review purposes. In addition, the following activities are not considered maintenance in PIH assisted programs: (1) Modernization (as defined in 24 CFR 905.200(b)(4), (5), (6), (9), (11), (12)(ii) and (vii)(A), (B), and (E), (14)(iii), (iv), (v), and (vi) and (18) and (2) Development activities (as defined in 24 CFR part 905, subpart F). If maintenance activities are done as part of a broader modernization or development activity, then the entire activity would generally be considered as modernization or development and not maintenance for purposes of environmental review compliance.

For environmental review purposes, deferred maintenance that has resulted in a need for extensive repairs and rehabilitation does not qualify as maintenance. If items that would otherwise be considered maintenance are done as part of an extensive remodeling or renovation of a building that amounts to rehabilitation, the entire job is considered rehabilitation. Depending on the extent of damage, activities performed after a disaster event will typically not be considered maintenance.

General examples of maintenance activities for environmental review purposes:

- (1) Cleaning activities;
- (2) Protective or preventative measures to keep a building, its systems, and its grounds in working order;
- (3) Replacement of appliances that are not permanently affixed to the building;
- (4) Periodic replacement of a limited number of component parts of a building feature or system that are subject to normal wear and tear;
- (5) Replacement of a damaged or malfunctioning component part of a building feature or system. (Replacement of all or most parts or an entire system is not maintenance.)

For specific examples of activities that do and do not qualify as maintenance, see the attached Table. Responsible Entities and HUD reviewers should use the Table and the general examples above, taking into account the scope and extent of the activity, to properly categorize activities as maintenance for environmental review purposes.

IV. Scope of Review for Rehabilitation

When a Responsible Entity or HUD reviewer makes a determination that project activities are rehabilitation and therefore require compliance with related environmental laws and authorities, the scope of the environmental review may be limited if the work is minor and does not involve ground disturbance. Consult Regional Environmental Officers, Field Environmental Officers, and Program Environmental Clearance Officers for information and examples of Environmental Review Record documentation for limited reviews. The scope of an environmental review relates to the nature and extent of the rehabilitation activities. Some activities, especially those limited to interior spaces, may not have the potential to affect the natural environment, and therefore not require analysis under some of the related laws and authorities like those addressing Wild and Scenic Rivers, Endangered Species, Farmland Protection, or Protection of Wetlands. A reviewer can quickly document such instances in the Environmental Review Record, and focus effort and further analysis on those environmental areas that may be impacted by a project. In residential rehabilitation, those typically include Floodplain Management, Historic Preservation, Noise Abatement, Toxic Chemicals and Radioactive Materials. Historic Preservation review (Section 106) may be expedited through Programmatic Agreements and other program alternatives.

It is also possible to group multiple years of expected activities into one environmental review. For instance, rehabilitation activities could be outlined in a 5-year environmental review for a property and be reviewed once, without requiring individual reviews each time a single activity occurs during the time period.

If you have any questions about this Notice, please contact your [Regional Environmental Officer](#) or Nancy Boone at Nancy.E.Boone@hud.gov , or phone (202) 402-5718.

**EXAMPLES OF MAINTENANCE ACTIVITIES vs. REHABILITATION ACTIVITIES
FOR ENVIRONMENTAL REVIEW PURPOSES**

Feature or System	Maintenance Activities ⁴	Rehabilitation Activities ⁵
Site	<ul style="list-style-type: none"> • lawn care (litter pickup, mowing, raking), trimming trees and shrubs • snow/ice removal • neighborhood cleanup • application of pavement sealants, parking lot restriping, directional signage or marking for handicapped accessibility • repair of cracked or broken sidewalks 	<ul style="list-style-type: none"> • new landscaping throughout an area • construction of new walkways, driveways or parking areas, or replacement thereof
Building Exterior	<ul style="list-style-type: none"> • cleaning and fixing gutters and downspouts • repainting previously painted surfaces (including limited wet scraping and low-pressure washing) • replacing deteriorated section of siding • removal of graffiti 	<ul style="list-style-type: none"> • cleaning masonry or stripping painted surfaces by sandblasting, acid wash, or high pressure washing • applying new exterior siding
Roof	<ul style="list-style-type: none"> • fixing leaks • application of waterproof coating to a flat roof • replacement of deteriorated flashing • in-kind replacement of loose or missing shingles or tiles 	<ul style="list-style-type: none"> • complete replacement of roof with new shingles, tiles, roll roofing, membrane, or new metal roof • installation of solar panels
Windows and Doors	<ul style="list-style-type: none"> • washing windows • caulking, weather stripping, re-glazing windows and doors • fixing broken windowpane(s), storm window(s) or damaged entry door • replacing broken door lock • replacing a vandalized entry door to restore security of a building or unit • replacing a single severely damaged window to match • annual switch out of storm and screen panels 	<ul style="list-style-type: none"> • replacement of windows • replacement of exterior doors • adding storm windows or storm doors
Interior Walls and Ceilings	<ul style="list-style-type: none"> • patching or mending cracked plaster • patching or fixing holes or cracks in drywall • replacing stained ceiling tiles • painting or wallpapering 	<ul style="list-style-type: none"> • installation of new drywall or paneling • installation of new acoustical ceiling • installation of dropped ceilings
Flooring	<ul style="list-style-type: none"> • cleaning floors • stripping wooden floors and resealing • installation or replacement of carpeting or vinyl flooring* 	<ul style="list-style-type: none"> • installation of new wood floor

* These maintenance items may require purchase of flood insurance if they occur in a Special Flood Hazard Area (SFHA), and costs exceed the standard deductible for the specific type of structure or unit under the National Flood Insurance Program (NFIP).

Feature or System	Maintenance Activities ⁴	Rehabilitation Activities ⁵
Circulation	<ul style="list-style-type: none"> • in-kind replacement of broken stair treads or balusters • inspection and servicing of elevators 	<ul style="list-style-type: none"> • rebuilding stair or constructing new stair • installation of new access ramp • elevator replacement
Kitchen	<ul style="list-style-type: none"> • replacement of stoves, refrigerators, and microwaves* • replacing cabinet hardware* 	<ul style="list-style-type: none"> • complete or substantial kitchen remodel
Bathroom/Laundry	<ul style="list-style-type: none"> • unclogging sink or toilet • replacing deteriorated toilet in an occupied housing unit* • replacing broken medicine cabinet* • replacing washing machines and dryers* • installation of grab bars 	<ul style="list-style-type: none"> • complete or substantial bathroom remodel
HVAC	<ul style="list-style-type: none"> • servicing and maintenance of mechanical systems • changing air filters • cleaning air ducts • installing or replacing a window air conditioner • replacing a malfunctioning part of a HVAC system like a thermostat * 	<ul style="list-style-type: none"> • installation of new furnace or heat distribution system • installation of central air conditioning
Electrical/Lighting	<ul style="list-style-type: none"> • changing light bulbs • replacing malfunctioning light fixture, electrical switch or outlet* 	<ul style="list-style-type: none"> • major rewiring of building • installation of new electrical service • replacing or moving electrical panels
Plumbing	<ul style="list-style-type: none"> • fixing plumbing leaks* • repairing damage from frozen pipes* • repairing water or sewer connection within existing utility trench alignment • replacing malfunctioning water heater* 	<ul style="list-style-type: none"> • installation of new plumbing system • new water or sewer connection
Security	<ul style="list-style-type: none"> • repair of security alarm systems • boarding up a vacant building with protective plywood • installation of temporary security fencing • installation of security devices needed for an individual health facility patient 	<ul style="list-style-type: none"> • installation of permanent security bollards • installation of new security alarm system
Life Safety	<ul style="list-style-type: none"> • servicing smoke, fire and CO detectors • installation of smoke, fire and CO detectors 	<ul style="list-style-type: none"> • making substantial physical changes to a building to comply with fire and life safety codes • installing fire suppression system
Pest Infestation	<ul style="list-style-type: none"> • pest inspection/treatment 	

⁴ Categorically Excluded from NEPA and not subject to the related authorities listed in 24 CFR 50.4 and 58.5, unless Extraordinary Circumstances apply pursuant to 24 CFR 50.19(a) or 58.35(c).

⁵ Generally Categorically Excluded from NEPA and generally require review under related authorities listed in 24 CFR 50.4 and 58.5, but an RE or HUD reviewer may make a determination that an Environmental Assessment or Environmental Impact Statement is required due to individual project circumstances.

Operating Expenses

Operating Expenses	
Common Components	Information Sources
<ul style="list-style-type: none"> Salaries/Payroll Payroll taxes/Benefits Advertising Office supplies Telephone Management fee Legal Accounting Electric Water/Sewer Gas Trash collection Grounds/Snow removal Decorating/Turnover Repairs/Maintenance Property taxes Insurance Monitoring fees Partnership management fee Operating reserve Replacement reserve Debt service reserve 	<ul style="list-style-type: none"> ➤ State Housing Agency ➤ Other properties ➤ Past experience ➤ Utility allowances ➤ Market study ➤ Utility company ➤ Vendor quotes ➤ Apartment/Real Estate Association ➤ Funder requirements ➤ Owner foresight ➤ Owner comfort level ➤ Recommended practices by National Council of State Housing Finance Agencies

When gathering expense information, remember to make adjustments by comparing conditions at other properties with your proposed project. Consider the following:

- Population served
- Building configuration
- Unit types
- Per unit
- Per square foot
- Climate
- Local government fees or taxes
- Time elapsed

421	Advertising	ALLOWABLE if costs are incurred for recruitment of staff or trainees, procurement of goods and services, and other specific purposes necessary to meet the requirements of the NAHASDA-supported project or activity.
421	Public relations	ALLOWABLE if (1) costs are incurred for communicating with the public and press pertaining to specific accomplishments which result from performance of the NAHASDA program or (2) costs of conducting communication and liaison necessary to keep the public informed on matters of public concern such as notices of awards, financial matters, etc. costs
422	Advisory councils	ALLOWABLE: Advisory councils or committees, such as Finance Committees or Investment Committees, costs are allowable.
423	Alcoholic beverages	UNALLOWABLE.
425	Audit services	ALLOWABLE. Periodic financial reviews are also allowable See §1000.546.
426	Bad debts	UNALLOWABLE - Bad debt and related collection and legal costs.
427	Bonding costs	ALLOWABLE, when HUD requires bonding to protect its interest.
428	Collection of improper payments	ALLOWABLE, to recover payments incorrectly made to employees, tenants or contractors.
430	Compensation: Salary and wages	ALLOWABLE costs to the extent that the amount is reasonable in relation to the work performed. ALLOWABLE if person providing consultant services in an employer-employee type of relationship does NOT receive more than a reasonable rate of compensation for personal services paid with IHBG funds. Compensation CANNOT exceed the equivalent of the daily rate paid for Level IV of the Executive Schedule. See §1000.26(b)(2).
431	Compensation: Fringe benefits	ALLOWABLE, however NOT ALLOWABLE: (1) Automobile costs for personal use are unallowable, regardless of whether the cost is reported as taxable income to employees.
432	Conferences	ALLOWABLE. (1) Costs for meetings, retreats, seminars, and symposiums are allowable, which may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences. (2) Cost of IDENTIFYING (but not providing) locally dependent care resources.

433	Contingency provisions	ALLOWABLE if (1) Contingency, built into budget estimates of a construction project, approved by HUD, which is necessary and reasonable for proper and efficient accomplishment of project or program objectives, and (2) Is verifiable in the financial records.
434	Contribution and donations	UNALLOWABLE. Costs of contribution and donations, including cash, property, and services from the non-Federal entity to other entities, are unallowable.
435	Defense and prosecution of criminal and civil proceedings, claims, appeals, and patent infringements	ALLOWABLE if it is necessary and reasonable. UNALLOWABLE if the TDHE incurs legal costs to defend itself for illegal, violations and noncompliance and against whistleblowers.
436	Depreciation	GAAP requires the depreciation of all fixed assets (except land) for presentation in the financial statement. ALLOWABLE for the grant to be charged for use of non-owned asset through depreciation through a cost allocation plan or indirect cost. UNALLOWABLE to charge depreciation expense for assets purchased the asset with the grant. REQUIRES HUD'S PRIOR APPROVAL if method for fixed assets is changed. See 1000.26(b)(1)(i). See PIH 2006-39.
437	Employee health and welfare costs	ALLOWABLE if costs incurred is in accordance with the TDHE's DOCUMENTED POLICIES for the improvement of working conditions, employer-employee relations, employee health, and employee performance. UNALLOWABLE - Costs associated with Employee morale.
438	Entertainment costs.	Generally UNALLOWABLE. This includes the cost of amusements, social activities, and related incidental costs. ALLOWABLE only where specific costs that might otherwise be considered entertainment have a programmatic purpose.
439	Equipment and other capital expenditures	ALLOWABLE: Cost of equipment and capital expenditures for IHBG activities are allowable. NOTE: Physical inventory must be taken at least every two years.
441	Fines, penalties, damages and other settlements	UNALLOWABLE. Refer to §1000.26(b)(1)(ii). Penalties, damages, fines and other settlements are unallowable costs to the IHBG program.

442	Fundraising	<p>ALLOWABLE if fundraising costs are for the purposes of meeting program objectives.</p> <p>UNALLOWABLE: Costs of organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, and similar expenses incurred to raise capital or obtain contributions is unallowable.</p>
442	Investment management costs	<p>ALLOWABLE: (1) Costs of investing TDHE's approved investment of IHBG grant funds, including costs related to the physical custody and control of the investment.</p>
443	Gains and losses on disposition of depreciable assets	<p>GAAP requires that a gain or loss on the sale of depreciated fixed assets be recorded for presentation in the financial statement.</p> <p>UNALLOWABLE: Gains and losses on disposal of depreciable assets cannot be charged to the IHBG grant.</p>
445	Goods and services for personal use	<p>UNALLOWABLE: Costs of goods or services for personal use of the non-Federal entity's employees are unallowable regardless of whether the cost is reported as taxable income to the employees.</p> <p>ALLOWABLE but REQUIRES HUD'S PRIOR APPROVAL. See 1000.26(b)(1)(iii), for cost of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses.</p>
447	Insurance and indemnity	<p>ALLOWABLE.</p> <p>(1) Section 203(c) of NAHASDA requires that TDHEs maintain adequate insurance coverage for housing units that are owned, operated, or assisted with NAHASDA grant. See PG 2014-03.</p> <p>(2) Costs of insurance on the lives of trustees, officers, or other employees holding positions of similar responsibilities are allowable only to the extent that the insurance represents additional compensation.</p> <p>(3) Contributions to a reserve for certain self-insurance programs including workers' compensation, unemployment compensation, and severance pay are allowable.</p> <p>UNALLOWABLE:</p> <p>(1) Actual losses which could have been covered by permissible insurance (through a self-insurance program or otherwise) are unallowable.</p> <p>(2) Cost of insurance against defects, are unallowable.</p> <p>See also §1000.136,.138,.139,.140,.141,143,.144.</p>

449	Interest	ALLOWABLE: (1) Financing costs (including interest) to acquire, construct, or replace capital assets are allowable. (2) Cost of interest for approved loan guaranteed under Title VI loan guarantee loan program is allowable.
450	Lobbying	UNALLOWABLE. Lobbying costs are not allowable costs of the IHBG grant.
451	Losses on other awards or contracts	UNALLOWABLE. Cannot transfer excess cost of another award or contract to IHBG grant for payment.
452	Maintenance and repair costs	ALLOWABLE. Costs incurred for utilities, insurance, security, necessary maintenance, janitorial services, repair, or upkeep of buildings and normal maintenance costs of assets to keep it in an efficient operating condition, are allowable.
453	Materials and supplies costs, including costs of computing devices	ALLOWABLE. Costs incurred for materials, supplies, and fabricated parts necessary for NAHASDA program are allowable.
455	Organizational Costs	ALLOWABLE. Organizational costs in connection with establishment or reorganization of an organization are allowable under the NAHASDA program. See §1000.26(b)(1)
454	Memberships, dues, subscriptions	ALLOWABLE. Costs for membership in business, technical, and professional organizations, subscriptions to business, professional, and technical periodicals, membership in any civic or community organization, are allowable. UNALLOWABLE. Cost of membership in organizations whose primary purpose is lobbying are unallowable. See also section 200.450 Lobbying.
456	Participant support costs	ALLOWABLE. Direct costs for stipends, subsistence allowances, travel, registration fees, for conferences and training projects are allowable. (NOT EMPLOYEES)
457	Plant and securities costs	ALLOWABLE. Necessary and reasonable expenses incurred for protection and security of facilities and personnel are allowable.
458	Pre-award costs	ALLOWABLE. Costs incurred prior to the effective date of the Federal award, in anticipation of the award, and such costs are necessary for efficient and timely performance of the scope of work.
459	Professional service costs.	ALLOWABLE. Costs of professional services and consultants are allowable.
460	Proposal costs	ALLOWABLE. Costs of preparing bids, proposals, or applications for federal awards in support of the NAHASDA program, are allowable.

461	Publication and printing costs	ALLOWABLE. Costs of electronic and print media, including distribution, promotion, and general handling are allowable.
463	Recruitment costs	<p>ALLOWABLE:</p> <p>(1) If recruitment cost is incurred according to the TDHE's standard recruitment program and costs of employment agencies are not in excess of standard commercial rates for such services.</p> <p>(2) If any form of compensation (fringe benefits, salary allowance) meet test of reasonableness.</p> <p>UNALLOWABLE: If the employee resigns for reasons within the employee's control within 12 months after hire, the TDHE must pay back the relocation costs to HUD (becomes unallowable cost).</p>
464	Relocation costs of employees	<p>Applies to an existing employee or upon recruitment of a new employee.</p> <p>ALLOWABLE:</p> <p>A. Relocation costs applies to an existing employee or upon recruitment of a new employee. Costs are allowable subject to:</p> <p>(1) The move is for the benefit of the employer.</p> <p>(2) Reimbursement to the employee is <u>in accordance with an established written policy consistently followed by the employer.</u></p> <p>(3) The reimbursement does not exceed the employee's actual (or reasonably estimated) expenses.</p> <p>B. <u>Relocation costs for current employees</u> are allowable, but limited for:</p> <p>(1) The costs of transportation of household, and personal effects to the new location.</p> <p>(2) The costs of finding a new home.</p> <p>(3) Closing costs, of former home.</p> <p>(4) The continuing costs of ownership (for up to six months) of the vacant former home.</p> <p>(5) Other necessary and reasonable expenses normally incident to relocation.</p>
465	Rental costs of real property and equipment	ALLOWABLE. Rental costs for the purpose of carrying out the purpose of NAHASDA programs, are allowable.
467	Selling and marketing costs	ALLOWABLE. Cost of selling and marketing affordable homes for sale and rentals owned and operated by the Tribe/TDHE is allowable.
470	Taxes (INCLUDING value added tax)	ALLOWABLE. User fee type taxes, such as gasoline taxes, hotel taxes, etc. and any taxes that the TDHE is required to pay as they relate to employment, services, travel, rental, and PILOT (Payment in Lieu of Taxes), are allowable.
472	Training and education costs	ALLOWABLE. The cost of training and education provided to employee development is allowable.

473	Transportation costs	ALLOWABLE. Costs incurred for freight, express, cartage, postage, and other transportation services relating either to goods purchased, in process, or delivered, are allowable.
474	Travel costs	<p>ALLOWABLE.</p> <p>(1) Travel costs incurred by the employee to carry out the purpose of the NAHASDA program are allowable.</p> <p>(2) <u>Temporary dependent care costs above and beyond regular dependent care</u>, is allowable, if the travel is a:</p> <p>(i) Direct result of the employee's travel for the NAHASDA program;</p> <p>(ii) Costs are reasonable and consistent with documented travel policy;</p> <p>(iii) Temporary only for the travel period.</p> <p>(3) <u>Commercial airfare costs that do not exceed the basic least expensive unrestricted fare, or the basic unrestricted airfare, is allowable.</u></p> <p>UNALLOWABLE:</p> <p>(1) Dependent travel expenses are unallowable except when travel of 6 months or more with prior approval of Federal awarding agency.</p> <p>(2) <u>Commercial airfare costs that exceed the basic least expensive unrestricted fare, or the basic unrestricted airfare, are unallowable, unless the travel.</u></p> <ul style="list-style-type: none"> • Require circuitous routing; • Require travel during unreasonable hours; • Excessively prolong travel; • Result in additional costs that would offset the transportation savings; or • Offer accommodations not reasonably adequate for the traveler's medical needs. First-class or business-class airfare must be justified to be allowable.
475	Trustees	ALLOWABLE. Travel and subsistence costs of trustees or Council Members or Board of Commissioners, are allowable.

Section	Regulation Question	Subject
1000.220	What are the requirements for the IHP?	
1000.130	May a recipient charge a non low income family rents or homebuyer payments which are more than 30 percent of the family's adjusted income?	30 percent of adjusted income
1000.236	What are eligible administrative and planning expenses?	Admin/planning expenses - eligible costs
1000.238	What percentage of the IHBG funds can be used for administrative and planning expenses?	Admin/planning expenses - eligible percentage
1000.239	May a recipient establish and maintain reserve accounts for administration and planning?	Admin/Planning Reserve Acct
1000.26	What are the administrative requirements under NAHASDA?	Administrative Requirements
1000.101	What is affordable housing?	Affordable housing
1000.147	When does housing qualify as affordable housing under NAHASDA	Affordable housing
1000.340	What if an Indian tribe is allocated less funding under the block grant formula than it received in Fiscal Year 1996 for operating subsidy and modernization?	Allocation of less funding/96 operating subsidy modernization
1000.232	Can an Indian tribe or TDHE amend its IHP?	Amending IHPs
1000.432	Can an amendment to an approved guarantee be made?	Amendments - Approved guarantees
1000.234	Can HUD's determination regarding the non-compliance of an IHP or a modification to an IHP be appealed?	Appealing an IHP
1000.1	What is the applicability and scope of these Regulations?	Applicability and Scope of Regs
1000.430	When will HUD issue notice to the applicant if the application is approved at the requested or reduced amount?	Approval of applications
1000.518	When must a recipient obtain public comment on its annual performance report?	APR - public comment
1000.521	After the receipt of the recipient's performance report, how long does HUD have to make recommendations under section 404 (c) of NAHASDA?	APR - recommendations
1000.516	What reporting period is covered by the annual performance report?	APR - reporting period
1000.514	When must the annual performance report be submitted?	APR - submission
1000.106	What families receiving assistance under Title II of NAHASDA require HUD approval?	Assistance to families requiring HUD approval
1000.548	Must a copy of the recipient's audit pursuant to the Single Audit Act relating to NAHASDA activities be submitted to HUD?	Audit - submission to HUD
1000.546	Are audit costs eligible program or administrative expenses?	Audit costs - eligible program or admin
1000.544	What audits are required?	Audit requirements

Section	Regulation Question	Subject
1000.550	If the TDHE is the recipient, does it have to submit a copy of its audit to the Indian tribe?	Audits and TDHE's
1000.318	When do units under Formula Current Assisted Stock cease to be counted or expire from the inventory used for the formula?	CAS - cease to be counted or expire
1000.312	What is current assisted stock?	CAS - Current Assisted Stock
1000.317	Who is the recipient for funds for current assisted stock which is owned by state-created Regional Native Housing Authorities in Alaska?	CAS - recipient
1000.334	May Indian tribes, TDHEs, or HUD challenge the data from the US Decennial Census or provide an alternative source of data?	Census Challenge data
1000.226	Can the certification requirements of section 102(c)(5) of NAHASDA be waived by HUD?	Certification requirement waiver
1000.336	How may an Indian tribe, TDHE, or HUD challenge data?	Challenge data
1000.228	If HUD changes its IHP format will Indian tribes be involved?	Changes to IHP format
1000.30	What prohibitions regarding conflict of interest are applicable?	Conflict of Interest - applicable
1000.34	What factors must be considered in making an exception to the conflict of interest provisions?	Conflict of Interest - Exception factors
1000.32	May exceptions be made to the conflict of interest provisions?	Conflict of Interest - exceptions
1000.36	How long must a recipient retain records regarding exceptions made to the conflict of interest provisions?	Conflict of Interest - retaining records
1000.44	What prohibitions on the use of debarred, suspended or ineligible contractors apply?	Contractors - debarred, suspended, eligible
1000.244	If a recipient has made a good-faith effort to negotiate a cooperation agreement and tax-exempt status has been unsuccessful through no fault of its own, may the Secretary waive the requirement for a cooperation agreement and a tax exemption?	Coop Agreement Waiver
1000.240	When is a local cooperation agreement required for affordable housing activities?	Coop Agreements
1000.246	How must HUD respond to a request for waiver of the requirement for a cooperation agreement and tax	Coop and tax exempt waiver
1000.150	How may Indian Tribes and TDHE's receive criminal conviction information on applicants for employment and on adult applicants for housing assistance or tenants?	Criminal Conviction Information
1000.152	How is the recipient to use criminal conviction information?	Criminal Conviction Information
1000.154	How is the recipient to keep criminal conviction information confidential?	Criminal Conviction Information
1000.214	What is the deadline for submission of an IHP?	Deadline for IHP
1000.10	What definitions apply in these regulations?	Definitions in Regulations

Section	Regulation Question	Subject
1000.134	When may a recipient (or entity funded by a recipient) demolish or dispose of current assisted stock?	Demo/Dispo of CAS
1000.428	For what reasons may HUD disapprove an application or approve an application for an amount less than that requested?	Disapprove/Approve applications
1000.46	Do drug free workplace requirements apply?	Drug free workplace
1000.102	What are eligible affordable housing activities?	Eligible Activities
1000.104	What families are eligible for affordable housing activities?	Eligible Families
1000.404	What lenders are eligible for participation?	Eligible Lenders
1000.202	Who are eligible recipients?	Eligible Recipients
1000.18	What environmental review requirements apply?	Environmental Review Requirements
1000.20	Is an Indian tribe required to assume environmental review responsibilities?	Environmental Review Responsibilities
1000.24	If an Indian tribe assumes environmental review responsibility, how will HUD assist the Indian tribe in performing the environmental review?	Environmental Review & HUD
1000.22	Are the costs of the environmental review an eligible cost?	Environmental Review eligible cost
1000.21	Under what circumstances are Waivers of the environmental review procedures available to Tribes?	Environmental Waivers
1000.242	When does the requirement for exemption from taxation apply to affordable housing activities?	Exemption from taxation
1000.210	What happens to existing 1937 act units in those jurisdictions for which Indian tribes do not or cannot submit an IHP?	Existing '37 act units in jurisdictions where tribes cannot submit an IHP
1000.320	How is Formula Current Assisted Stock adjusted for local area costs?	FCAS - adjusted for local area costs
1000.314	What is formula current assisted stock?	FCAS - definition
1000.316	How is the formula current assisted stock (FCAS) component developed?	FCAS - how is it developed
1000.322	Are IHA financed units included in the determination of Formula Current Assisted Stock?	FCAS - IHA financed units included?
1000.558	Does the Federal Privacy Act apply to recipient records?	Federal Privacy Act & recipient records
1000.414	How is an issuer's financial capacity demonstrated?	Financial capacity
1000.126	May a recipient charge flat or income adjusted rents?	Flat or income adjusted rents
1000.38	What flood insurance requirements are applicable?	Flood Insurance requirements
1000.556	Does the Freedom of Information Act (FOIA) apply to recipient records?	FOIA
1000.332	Will data used by HUD to determine an Indian tribe's or TDHE's formula allocation be provided to the Indian tribe or TDHE before the allocation?	Formula allocation - data
1000.326	What if a formula area is served by more than one Indian tribe?	Formula area served by more than one tribe
1000.201	How are funds made available under NAHASDA?	Funds available - NAHASDA
1000.56	How are NAHASDA funds paid by HUD to recipients?	Funds paid to recipients

Section	Regulation Question	Subject
1000.532	What are the adjustments HUD makes to a recipient's future year's grant amount under section 405 of NAHASDA?	Grant amount adjustments under section 405
1000.536	What happens to NAHASDA grant funds adjusted, reduced, withdrawn, or terminated under §1000.532 or §1000.538?	Grant amounts adjustments
1000.418	Can grant funds be used to pay costs incurred when issuing notes or other obligations?	Grant funds used to pay costs on notes or obligations
1000.420	May grants made by HUD under section 603 NAHASDA be used to pay net interest costs incurred when issuing notes or other obligations?	Grant funds used to pay net interest costs on notes or obligations
1000.426	How does HUD review a guarantee application?	Guarantee Application review
1000.424	What are the application requirements for guarantee assistance under title VI of NAHASDA?	Guarantee Assistance - Application requirements
1000.434	How will HUD allocate the availability of loan guarantee assistance?	Guarantee Assistance Allocations
1000.410	What conditions shall HUD prescribe when providing a guarantee for notes or other obligations issued by an Indian tribe?	Guarantee for notes or obligation conditons
1000.412	Can an issuer obtain a guarantee for more than one note or other obligation at a time?	Guarantee for notes or obligations - more than one
1000.436	How will HUD monitor the use of funds guaranteed under this subpart?	Guarantee funds monitoring
1000.540	What hearing procedures will be used under NAHASDA?	Hearing procedures under NAHASDA
1000.520	What are the purposes of HUD review?	HUD review purpose
1000.310	What are the components of the IHBG formula?	IHBG formula - components
1000.302	What are the definitions applicable for the IHBG formula?	IHBG formula - definitions
1000.304	May the IHBG formula be modified?	IHBG formula - modified
1000.306	How can the IHBG formula be modified?	IHBG formula - modified
1000.308	Who can make modifications to the IHBG formula?	IHBG formula - modified
1000.301	What is the purpose of the IHBG formula?	IHBG formula - purpose
1000.6	What is the nature of the IHBG program?	IHBG Program Nature
1000.212	Is submission of an IHP required?	IHP submission
1000.218	Who prepares and submits an IHP?	IHP submission
1000.216	What happens if the recipient does not submit the IHP to the area ONAP by no later than 75 days before the beginning of the tribal program year?	IHP submission by 75 days prior to beginning of program year
1000.224	Can any part of the IHP be waived?	IHP waivers
1000.60	Can HUD prevent improper expenditure of funds already disbursed to a recipient?	Improper Expenditure of funds - already disbursed
1000.128	Is income verification required for assistance under NAHASDA?	Income Verification
1000.120	May a recipient use Indian preference or tribal preference in selecting families for housing assistance?	Indian or Tribal preference
1000.54	What procedures apply to complaints arising out of any of the methods of providing for Indian preference?	Indian Preference - complaint procedures
1000.52	What Tribal or Indian preference requirements apply to IHBG procurement?	Indian Preference - procurement

Section	Regulation Question	Subject
1000.48	Are Indian or tribal preference requirements applicable to IHBG activities?	Indian Preference & IHBG activities
1000.50	What Tribal or Indian Preference requirements apply to IHBG administration activities?	Indian Preference in administration activities
1000.138	What constitutes adequate insurance?	Insurance - Adequate
1000.140	May a recipient use grant funds to purchase insurance for privately owned housing to protect NAHASDA grant amounts spent on that housing?	Insurance - for purchase privately owned homes
1000.136	What insurance requirements apply to housing units assisted with NAHASDA grants?	Insurance requirements for NAHASDA assisted units
1000.58	Are there limitations on the investment of IHBG funds?	Investment limitations
1000.16	What Labor standards are applicable?	Labor Standards
1000.40	Do lead-based paint poisoning prevention requirements apply to affordable housing activities under NAHASDA?	Lead-Based Paint
1000.146	Are homebuyers required to remain low income throughout the term of their participation in a housing program funded under NAHASDA?	Low income homebuyers/requirement to remain low income
1000.122	May NAHASDA grant funds be used as matching funds to obtain and leverage funding, including any Federal or state program and still be considered an affordable housing activity?	Matching funds
1000.124	What maximum and minimum rent or homebuyer payment can a recipient charge a low income rental tenant or homebuyer residing in housing units assisted with NAHASDA grant amounts?	Maximum and minimum rents
1000.328	What is the minimum amount an Indian tribe can receive under the need component of the formula?	Minimum funding - under need
1000.112	How will HUD determine whether to approve model housing activities?	Model Housing Activities - HUD approval
1000.114	How long does HUD have to review and act on a proposal to provide assistance to non low income Indian families or a model housing activity?	Model Housing Activities - HUD approval - how long
1000.510	What happens if tribal monitoring identifies compliance concerns?	Monitoring - Compliance concerns
1000.508	If the recipient monitoring identifies programmatic concerns, what happens?	Monitoring - Programmatic concerns
1000.501	Who is involved in monitoring activities under NAHASDA?	Monitoring activities
1000.503	What is an appropriate extent of HUD Monitoring?	Monitoring by HUD
1000.506	If the TDHE is the recipient, must it submit its monitoring evaluation/results to the Indian Tribe?	Monitoring Evaluation/Results
1000.502	What are the monitoring responsibilities of the recipient, the grant beneficiary and HUD under NAHASDA?	Monitoring responsibilities
1000.2	What are the guiding principles in the implementation of NAHASDA?	NAHASDA Implementation Guiding Principles
1000.6	What is the nature of the IHBG program?	Nature of IHBG Program
1000.325	How is the need component adjusted for local area costs?	Need component - adjusted

Section	Regulation Question	Subject
1000.324	How is the need component developed?	Need component - developed
1000.330	What are data sources for the need variables?	Need variables - data sources
1000.8	How is Negotiated Rulemaking conducted when Promulgating NAHASDA Regulations	Negotiated Rulemaking
1000.114	How long does HUD have to review and act on a proposal to provide assistance to non low income families or a model housing activity?	Non low income approval by HUD
1000.110	Under what conditions may non low income Indian families participate in the program?	Non low income participation
1000.108	How is HUD approval obtained by a recipient for housing for non low income families and model activities?	Non low income/model activities - HUD approval
1000.116	What should HUD do before declining a proposal to provide assistance to non low income families or a model housing activity?	Non low income/model activities - HUD declined
1000.118	What recourse does a recipient have if HUD disapproves a proposal to provide assistance to non low income families or a model activity?	Non low income/model activity - HUD disapproval recourse
1000.534	What constitutes substantial noncompliance?	Noncompliance
1000.12	What nondiscrimination requirements are applicable?	Nondiscrimination
100.532	What are the remedial actions that HUD may take in the event of recipient's substantial noncompliance?	Noncompliance remedial action by HUD
1000.4	What are the objectives of NAHASDA?	Objectives of NAHASDA
1000.4	What are the objectives of NAHASDA?	Objectives of NAHASDA
1000.522	How will HUD give notice of onsite reviews?	On-site reviews - notice
1000.156	Is there a per unit limit on the amount of IHBG funds that may be used for dwelling construction and dwelling equipment?	Per unit limit for dwelling construction/equipment
1000.524	What are HUD's performance measures for the review?	Performance measures - reviews
1000.530	What corrective and remedial actions will HUD request or recommend to address performance problems prior to taking action under §§1000.532 or 1000.538?	Performance problems - corrective actions
1000.512	Are performance reports required?	Performance Reports - requirement
1000.2.	What are the guiding Principles in the Implementation of NAHASDA	Principles of NAHASDA
1000.62	What is considered program income?	Program Income
1000.64	What are the permissible uses of Program Income/	Program Income - Permissible Uses
1000.204	How does an Indian tribe designate itself as recipient of the grant?	Recipient of grant
1000.542	When may HUD require replacement of a recipient?	Recipient replacement by HUD
1000.552	How long must the recipient maintain program records?	Records - Maintaining program records
1000.14	What relocation and real property acquisition policies are applicable?	Relocation and Real Property
1000.416	What is a repayment contract in a form acceptable to HUD?	Repayment contract

Section	Regulation Question	Subject
1000.528	What are the procedures for the recipient to comment on the result of HUD's review when HUD issues a report under section 405(b) of NAHASDA?	Review comments by recipient
1000.526	What information will HUD use for its review?	Review Information
1000.230	What is the process for HUD review of IHPs and IHP amendments?	Review of IHPs and amendments
1000.554	Which agencies have right of access to the recipient's records relating to activities carried out under NAHASDA?	Right of access to recipient records
1000.42	Are the requirements of Section 3 of the HUD Act of 1968 applicable?	Section 3 requirements
1000.28	May a self-governance Indian tribe be exempted from the applicability of §1000.26?	Self-Governance can be exempt from administrative requirements
1000.222	Are there separate IHP requirements for small Indian tribes and small TDHEs?	Separate IHP requirements
1000.402	Are state recognized Indian tribes eligible for guarantees under title VI of NAHASDA?	State recognized Tribes - eligible under Title VI of NAHASDA
1000.246	How must HUD respond to a request for waiver of the requirement for a cooperation agreement and tax	Tax Exempt Waiver
1000.206	How is a TDHE designated?	TDHE designation
1000.401	What terms are used throughout this subpart?	Terms
1000.422	What are the procedures for applying to loan guarantees under Title VI of NAHASDA?	Title VI - loan guarantee application procedures
1000.406	What constitutes tribal approval to issue notes or other obligations under title VI of NAHASDA?	Title VI - tribal approval to issue notes
1000.208	What happens if a Indian tribe had two IHAs as of 9/30/96?	Two IHAs as of 9/30/96
1000.141	What is " Useful Life" and how is it related to affordability	Useful Life
1000.142	How does a recipient determine the "useful life" during which low-income rental housing and low-income homebuyer housing must remain affordable as required in sections 205(a)(2) and 209 of NAHASDA?	Useful Life
1000.143	How does a recipient implement its useful life requirements?	Useful Life
1000.144	What are binding commitments satisfactory to HUD	Useful Life - binding commitments
1000.145	Are Mutual Help homes developed under the 1937 housing act subject to the useful life provisions of section 205(a)(2)?	Useful Life - Mutual Help Homes
1000.146	Are binding commitments for the remaining useful life of property applicable to a family member or household member who subsequently takes ownership of a	Useful Life - Subsequent Family Member applicability
1000.132		Utilities
1000.8	May provisions of these regulations be waived?	Waiver of Regulations
1000.9		

2 CFR PART 200

Regulation

Subject

200.421	Advertising and public relations
200.422	Advisory Councils
200.423	Alcoholic Beverages
200.424	Alumni Activities
200.502	Audit - basis for determining federal awards expended
200.519	Audit - Criteria for Federal Program Risk
200.520	Audit - Criteria for low risk auditee
200.513	Audit - Federal Agency Responsibilities'
200.510	Audit - Financial Statements
200.518	Audit - Major program determination
200.503	Audit - relation to other audit requirements
200.506	Audit Costs
200.517	Audit Documentation
200.516	Audit Findings
200.511	Audit Findings Follow-up
200.504	Audit Frequency
200.521	Audit Management Decisions
200.512	Audit Report Submission
200.501	Audit Requirements
200.505	Audit Sanctions
200.425	Audit Services
200.508	Auditee Responsibilities
200.515	Auditor - Audit Reporting
200.514	Auditor - Scope of Audit
200.509	Auditor Selection
200.507	Audits - Program Specific
200.500	Audits - Purpose
200.426	Bad Debts
200.427	Bonding Costs
200.325	Bonding Requirements
200.304	Bonds
200.308	Budget Revision/program plan revision
200.344	Closeout - adjustments post close-out and responsibilities
200.343	Closeout of Grants
200.345	Collection of amounts due
200.429	Commencement and convocation costs
Appendix XI	Compliance Supplement
200.112	Conflict of Interest
200.433	Contingency Provisions
200.323	Contract Cost and Price
200.326	Contract Provisions
Appendix II	Contract Provisions for Non-Federal Entities
200.321	Contracting with small/minority or women's businesses
200.434	Contributions and Donations
200.420	Cost - considerations for selected items
200.419	Cost Accounting Stds and disclosure statement
Appendix VI	Cost Allocation - Public Assistance

200.416	Cost Allocation Plans
Appendix V	Cost Allocation Plans for State/Local Governments
200.403	Cost Allowability Factors
200.402	Cost Composition
Appendix VIII	Cost Principles for Exempted Non-Profit Organizations
Appendix IX	Cost Principles for Hospitals
200.400	Cost Principles Policy Guide
200.401	Cost Principles Policy Guide Application
200.306	Cost Sharing or matching
200.405	Costs - Allocable
200.406	Costs - Credit applicability
200.408	Costs - Limitation on allowance of costs
200.409	Costs - Special Considerations
200.418	Costs - States and local governments
200.412	Costs Classification
200.407	Costs prior written approval
200.404	Costs Reasonableness
Appendix X	Data Collection Form SF-SAC
200.435	Defense of criminal and civil proceedings, claims, etc
200.436	Depreciation
200.413	Direct Costs
200.437	Employee Health and Welfare Costs
200.438	Entertainment Costs
200.313	Equipment
200.439	Equipment and other capital expenditures
200.440	Exchange rates
200.210	Federal Award Information
200.312	Federally owned/exempt property
200.302	Financial Management
200.327	Financial Reporting
200.441	Fines, penalties, damages and settlements
200.431	Fringe Benefit Compensation
200.442	Fund Raising and Investment Mgmt Costs
200.443	Gains and Losses on Depreciable Assets
200.444	General Costs of Government
200.445	Goods and Services for Personal Use
200.201	Grant Agreements, Cooperative Agreements and contracts
200.446	Idle Facilities and Idle Capacity
200.416	Indirect Cost Proposals
200.414	Indirect Costs
200.411	Indirect Costs Adjustment for unallowable costs
Appendix III	Indirect Costs Identification and Assignment (IHE's)
Appendix IV	Indirect Costs Identification for Non-Profit Organizations
Appendix VII	Indirect Costs Proposals for Indian Tribes and State/Local
200.415	Indirect Costs Required Certifications
200.417	Indirect Interagency service
200.335	Information Storage methods and collection and transmissi
200.447	Insurance and Indemnification
200.310	Insurance Coverage

200.315	Intangible property
200.448	Intellectual Property
200.449	Interest
200.303	Internal Controls
200.450	Lobbying
200.451	Losses on other awards or contracts
200.452	Maintenance and Repair Costs
200.113	Mandatory Disclosures
200.453	Materials and Supplies including computing devices
200.454	Memberships, subscriptions and professional activity cost
200.455	Organization Costs
200.456	Participant Support Costs
200.331	Passthrough entity requirements
200.324	Pass-through review by Federal Awarding Agency
200.305	Payments
200.428	Payments - Improper payment collections
200.301	Performance Measurement
200.309	Performance Period
200.430	Personal Services Compensation
200.300	Policy Requirements - Statutory and National Policy
200.209	Pre-Award Costs
200.458	Pre-award Costs
200.317	Procurement by States
200.319	Procurement Competition
200.320	Procurement Methods
200.322	Procurement of recovered materials
200.318	Procurement Standards - General
200.459	Professional Service Costs
200.307	Program Income
200.328	Program Performance Monitoring and Reporting
200.316	Property trust relationship
200.460	Proposal Costs
200.211	Public Access to Federal Award Information
200.202	Public Notice of Federal Financial Assistance Programs
200.461	Publication and Printing Costs
200.311	Real Property
200.329	Real Property Reporting
200.462	Rearrangement and reversion costs
200.333	Record Retention Requirements
200.334	Record transfer requests
200.336	Records Access
200.337	Records Restrictions on Public Access
200.463	Recruiting Costs
200.464	Relocation costs of employees
200.338	Remedies for non-compliance
200.465	Rental Costs - Real Property and Equipment
200.466	Scholarships and student aid costs
200.457	Security Costs - Plant
200.467	Selling and Marketing Costs

200.468	Specialized Service Facilities
200.469	Student Activity Costs
200.332	Sub-award fixed amounts
200.330	Subrecipient and contractor determinations
200.314	Supplies
200.470	Taxes (including value added taxes)
200.339	Termination
200.342	Termination and suspension effects
200.471	Termination Costs
200.341	Termination objection, hearings and appeals
200.340	Termination Requirement Notification
200.472	Training and Education Costs
200.473	Transportation Costs
200.474	Travel Costs
200.475	Trustees
200.410	Unallowable Costs Collection

File Organization-Left Side 1st Section

- Application, latest application on top
- Preselection Notice (move-in & deposit requirements sheet)
- Results of Drug Testing
- Receipt of Security Deposit
- Receipt of key issuance
- Certificate of Completion of Orientation/Housing Counseling Class
- Tenant Itemized Worksheet
- All initial verifications (enrollment number)
- Copy of Payroll deduction form with date sent to Finance
- Amortization Computation schedule (if applicable)
- Recomputations of Loan Balance (if applicable)
- Move-In Inspection
- Lease agreement
- Addendums or contract agreements
- Conveyance Documents (if applicable)

File Organization-Right Side 1st Section

- Recertification
- Verifications
- Updated application sheets
- Payoff statements (if applicable)

File Organization-2nd Section

Left Side

- All inspections (interior & exterior)
- Work Orders
- Billing

Right Side

- Payback Agreements
- Tenant History (if necessary)
- Adjustments
- Delinquency Notices

File Organization-3rd Section

Left Side

- Correspondence

Right Side

- Correspondence

Additional Files

- Counseling
- Legal
- Other

Sample Contract File Arrangement

Folder Number/Name	Contents
#1 – Contract Bid Folder	<ol style="list-style-type: none"> 1. In house list of contractors that legal notice was sent to. 2. Copy of actual notice that appeared in the paper. 3. Bill from newspaper for legal notice. 4. Copy of Bid Forms. 5. Copy of Bid Bonds. 6. Copy of signed “Representations, Certifications, and Other Statements of Bidders”. 7. Copy of Indian or Tribal preference documentation. 8. Copy of Non-Collusive Affidavits. 9. Copy of bid tabulation sheet. 10. Letter of recommendation to award contract. 11. Copy of independent cost estimate for proposed contract.
#2 – Contract Award Folder	<ol style="list-style-type: none"> 1. Copy of cost or price analysis. 2. Documentation to support the rational for award of the contract. 3. Documentation to support that the contractor was cleared from the Suspended and Debarred listing. 4. Copy of Performance Bond. 5. Copy of Payment Bond. 6. Evidence of deposit of a cash escrow of not less than 20 percent of the total contract price. 7. Letter of credit for 25 percent of the total contract price. 8. Letter of credit for 10 percent of the total contract price. 9. Copy of Signed contract. 10. Copy of insurance certificates. 11. Copy of pre-construction checklist.
#3 – Specifications	<ol style="list-style-type: none"> 1. Copy of contract specifications. 2. Copy of any bidding addendums. 3. Copy of drawings.
#4 – Contract Registers	<ol style="list-style-type: none"> 1. Copy of contract register. 2. Copy of change order register. 3. Copy of contract progress schedules.
#5 – Change Orders	<p>Copy of all change orders in numerical order, including:</p> <ol style="list-style-type: none"> 1. Copy of change order documents. 2. Copy of cost or price analysis. 3. Documentation to support the rational for award of the change order. –Finding of Fact 4. Supporting documents.
#6 – Contract Payments	<ol style="list-style-type: none"> 1. Copy of all contractor payment requests. 2. Supportive documentation.
#7 – Contractor Payrolls	<ol style="list-style-type: none"> 1. Copy of all contractor payroll reports.

Sample Contract File Arrangement

Folder Number/Name	Contents
#8 - Submittals	<ol style="list-style-type: none">1. Copy of contractor submittal log.2. Copy of all contractor submittals.
#9 – Daily Logs	<ol style="list-style-type: none">1. Copy of all daily logs.
#10 – General Correspondence & Closeout Documents	<ol style="list-style-type: none">1. Miscellaneous correspondence.2. Copy of final inspections and punch lists.3. Contract closeout documents.4. Copy of all warranties.5. Copy of all operation and maintenance manuals.

NAME:	UNIT #
NAME:	TYPE: MH LR

- Tribal Enrollment Verification for: _____
- Tribal Enrollment Verification for: _____
- Tribal Enrollment Verification for: _____
- Tribal Affiliation: _____
- Tribal Enrollment Card for: _____
- Lack of calculation on unemployment income for _____
- Occupation _____
- Income Verification for _____
- Crop Income _____
- Copies of _____
- _____
- Addendum to lease agreement _____
- Tenant Name Change needs updating _____
- Head of Household failed to sign lease _____
- Misc. Items _____
- Driver's Identification for _____
 - _____
 - _____
- Birthplace for _____
- Birthplace for _____
- Birthplace for _____
- Birthplace for _____
- Social Security Card for _____

- Social Security Card for _____
- Social Security Card for _____
- Social Security Card for _____
- Payback Agreement needs updating _____

Occupants	Soc Sec Card	Tribal ID#	Birthplace	Driver's License

Items Left to Finish _____

Update Completed _____

Adoption of Housing Counseling Policy

WHEREAS, pursuant to the authority vested in the Coeur d’Alene Tribe by the Constitution and its authority to provide for the health, welfare and safety of the Tribe and its members and others who live on the Coeur d’Alene Reservation, in order to address the critical shortage of housing for members of the Coeur d’Alene Tribe, the Tribal Council of the Coeur d’Alene Tribe organized the Coeur d’Alene Housing Authority pursuant to the Tribal Council Ordinance CDA 205(1963) and designated as the Tribally Designated Housing Entity (TDHE) by Resolution No. 98(1998) dated March 30, 1998; and

WHEREAS the CDHA assessed overall housing needs in preparation of the Coeur d’Alene Indian Housing Plan (IHP) and the priorities to expand homeownership opportunities, identify alternative financing options, and help HUD-assisted renters become homeowners as strategies to implement for providing housing on the Coeur d’Alene Reservation; and

WHEREAS the CDHA has determined that housing counseling and education are the essential means whereby CDHA can assist applicants and residents in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership; and

WHEREAS the majority of public and private housing assistance programs require homebuyer education and counseling as a prerequisite to acceptance for any housing assistance; and

WHEREAS many of the CDHA applicants and residents have serious budget and credit problems and maintenance problems preventing them from meeting their existing tenancy and homebuyer obligations;

NOW THEREFORE BE IT RESOLVED that the Coeur d’Alene Housing Authority Board adopts the following Housing Counseling Policy and authorizes and directs the Executive Director to develop the procedures necessary to implement the Housing Counseling Policy in its entirety and to enter into agreements to facilitate the implementation of the CDHA Comprehensive Housing Counseling Policy.

HOUSING COUNSELING POLICY

- ! The CDHA will provide counseling and advice to tenants and homeowners with respect to property maintenance, financial management, such other matters as may be appropriate to the applicant/resident in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership; and
- ! The CDHA may provide the services set forth above directly or may enter into contracts with private or public organizations with special competence and knowledge in counseling families with respect to property maintenance, financial management, such other matters as may be appropriate to the applicant/resident in improving their housing conditions and in meeting the responsibilities of tenancy or homeownership; and
- ! All applicants for any housing assistance program offered by CDHA will be required as a condition of acceptance to satisfactorily complete 12 hours of homebuyer education and one-on-one housing counseling as needed to meet the requirements with respect to property maintenance, financial management, and such other matters as may be appropriate.
- ! The CDHA will require such ongoing one-on-one counseling of residents who would not be acceptable credit risks for mortgage financing or other housing assistance programs because of their credit standing, debt obligations, annual income or income characteristics, or unsatisfactory monthly home payments but who the CDHA is satisfied would be a reasonable satisfactory credit risk if they were to receive budget, debt

- apply to rental and homeownership units (under conditions described below) that were constructed, acquired and/or rehabilitated with funds provided under the 1937 Housing Act. Under the provisions of Section 502(b) of the Act these units shall be considered and maintained as affordable housing for purposes of NAHASDA.
- do not apply to owner-occupied units that receive NAHASDA assistance for rehabilitation or units that are being purchased by a family with NAHASDA-based financing or mortgage assistance. However, like all other assisted units, these units must receive initial inspections by the recipient prior to occupancy by the beneficiary household; and,
- may be conducted more or less frequently than annually.

The results of these recurring inspections provide information that will help a recipient evaluate the effectiveness of its program and must be included in a recipient's Annual Performance Report (Form HUD 52735 AS) in Part II, Section A.II.

Background: The Act (Section 403(b)) requires recipients to conduct on-site inspection of housing assisted under the Act to determine compliance with applicable requirements that include maintenance of assisted housing (Section 203(e)).

Section 403(b)

PERIODIC MONITORING - Not less frequently than annually, each recipient shall review the activities conducted and housing assisted under this Act to assess compliance with the requirements of this Act. *Such review shall include on-site inspection of housing to determine compliance with applicable requirements.* [emphasis added] The results of each review shall be included in the performance report of the recipient submitted to the Secretary under section 404 and made available to the public.

Discussion: Recurring Unit Inspections: The Act is not specific regarding at what frequency each unit must be inspected. It is clear, however, that evaluating the condition of covered assisted housing stock is an integral part of a recipient's self-assessment responsibilities under Section 403(b). It is incumbent upon a recipient to include the inspection of such units on a reasonable schedule in its policies governing the management and maintenance of assisted housing (Section 203(e)). Periodic, scheduled inspections will allow a recipient to adequately assess the on-going compliance of such units with the requirements of the Act.

In developing its policy governing inspection of units, a recipient must consider the underlying reasons for and benefits of performing such regular inspections. Although the fact that they are required by the Act is reason enough to perform the inspections, it must be acknowledged that a tribe's investment in affordable housing represents a significant asset of the tribe and tribal members. To protect that investment, a regular program of inspection and maintenance is needed. The policy must adequately identify maintenance issues before they become crises that affect the viability of the assisted housing. While annual inspections are a generally accepted standard, in some situations the policy may include inspecting units on a more or less frequent basis. An effective policy should, at a

management, and related counseling.

- ! The CDHA will require such counseling to those applicants or residents who lack sufficient funds to supply the required down payment and/or closing costs until such time as the funds become available through a savings plan or other CDHA approved means.
- ! The CDHA Board has authorized and delegated to the CDHA Executive Director the authority to enter into such agreements and to administer the counseling provisions of the program.
- ! The CDHA will interview persons seeking or referred to it by real estate brokers, mortgagees, home builders, and other public housing agencies, and other sources and develop written counseling assistance plans (CAP) for those persons who require budget, debt management, and related counseling in order to either meet the requirements of tenancy or the requirements to achieve homeownership.
- ! The CDHA will resume budget, debt management, home maintenance counseling, and related home counseling services for residents who satisfied the counseling requirements but subsequently become seriously deficient in meeting the requirements of their housing payment obligations or housing agreement until such time as that counseling service is no longer required and they are in compliance.

APPROVAL

I, the Chairman of the Board, do hereby affix my signature to this resolution this 24th day of May, 2005.

Chief Allan, CHAIRMAN

One-on-One Counseling Tools

Housing Counselor's Troubleshooting Tools

The following tools were developed to assist housing counselors in their efforts to help families overcome the obstacles to homeownership. The three most common obstacles faced by prospective homebuyers are poor credit, excessive monthly debt payments, and the lack of down-payment money.

Credit Rebuilding Letters are included in the **Pathways Home: A Native Guide to Homeownership**. They can be used by a housing counselor or provided to a customer to initiate and document a constructive dialogue with creditors and credit-reporting agencies to assist in rebuilding credit.

The **PowerPay® Debt-Reduction System** developed by F. Dean Minor, Jr. and Judy L. Harris of Utah State University addresses the issue of excessive debt. **PowerPay®** can be used by housing counselors to help their customers achieve an acceptable debt-to-income ratio for mortgage-loan qualification by applying the most strategic and effective repayment methods for accelerated debt reduction.

Budgeting Worksheets can assist the housing counselor in developing a spending plan to achieve homeownership goals. A housing counselor can use these tools to help a customer establish a realistic budget, identify wasteful spending, and accumulate the savings needed for a down payment. There various approaches to budgeting as reflected by the various forms available. Additional information and sample forms may be found in **Building Native Communities Financial Skills for Families**.

The **Intake Form, Part 1** and the **Client Needs Assessment, Part II** are tools developed by the Nez Perce Housing Authority to assist the housing counselor gather and analyze information to develop a client action plan tailored to the specific needs of the client. These documents provide the essential data to track overall program activity and individual client progress.

Eliminate debt faster by making power payments.

Welcome to PowerPay 5.0!

PowerPay will give you the tools to develop a personalized, self-directed debt elimination plan. Discover how quickly you can become debt free, and how much you can save in interest costs by following your debt reduction plan. Utah State University Extension is pleased to provide this debt management tool without any cost to consumers worldwide. Below are a few exciting features of PowerPay 5.0. Login to the right and start gaining control of your financial future today!

- **PowerPay:** How soon can I be out of debt?
Eliminate debt faster by making power payments.
- **Spending Plan:** How much am I spending?
Compare what you spend to that recommended by financial experts.
- **PowerSave:** How much am I saving?
Project savings using the different PowerSave options.
- **Calculators:** How can I look at my finances quickly?
Calculate house and transportation costs, emergency savings and more.
- **Education Center:** How can I learn more?
View PowerPoint presentations, articles and fact sheets about various financial topics.

You must login before using PowerPay.

Username:

Password:

[Forgot Password?](#)

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AHA

Part II
Client Assessment

Section 1: Request for Housing Assistance

ASSITANCE DESIRED

Applicant Name: _____ **Co-Applicant Name:** _____

Indicated type of housing assistance you are requesting (Check all that apply):	
Low Rent <input type="checkbox"/> Lease/Purchase <input type="checkbox"/> Home Purchase <input type="checkbox"/> Senior Apartments <input type="checkbox"/> Reha <input type="checkbox"/> DP <input type="checkbox"/> Oth <input type="checkbox"/>	
What is your family's current housing situation? OWN <input type="checkbox"/> RENT <input type="checkbox"/> LIVE W/FAMIL <input type="checkbox"/> MH <input type="checkbox"/> SH <input type="checkbox"/> Other <input type="checkbox"/>	
Have you ever been a AHA participant? YES <input type="checkbox"/> NO <input type="checkbox"/>	
How much is your current house payment? housing?	How much would you be willing to pay monthly for
Have you or a member of your family ever been convicted of a felony? YES <input type="checkbox"/> NO <input type="checkbox"/> If yes please explain on a separate piece of paper.	
Prior to receiving any housing assistance, you must complete satisfactorily AHA's drug testing requirements at your own expense. Do you understand that positive results will result in a withdrawal of housing assistance? <input type="checkbox"/> YES <input type="checkbox"/> NO	
SIGNATURE CLAUSE	
<p>I understand that the AHA is relying on this information to verify my household's eligibility for AHA housing assistance programs. I certify that all information and answers to the questions contained in this application are true and complete to the best of my knowledge. I authorize consent to have the AHA verify the information contained in this application for purpose of proving my eligibility for occupancy and/or any other housing assistance provided by the AHA. I will provide all necessary information including source(s) of all types of income, names, addresses, phone numbers, account numbers where applicable and any other information required for expediting the application process. I hereby authorize and instruct the AHA to obtain and review my credit report for prequalifying purposes. I consent to release of information to determine my eligibility including minors who will reside in the home.</p> <p>I understand that providing false information or making false statements is grounds for denial of my application. I also understand that such action may result in criminal penalties. I further understand that the AHA will require drug testing at my expense at the time of preselection, and that the AHA can at any time require drug testing or a criminal background check on any of the applicants and occupants residing in or applying to reside in the home. It is understood that assistance may be denied or discontinued as a result of allegations or conviction of a crime or any other violation of the AHA policies.</p> <p>My signature below also authorizes the release of account information from and to other financial institutions that I have supplied to the AHA in connection with such evaluation. In other words, I understand that the processing of this application will require providing my information to an agency as well as an agency providing personal information to the AHA. I understand that acceptance for occupancy is contingent on all occupants meeting AHA's resident selection criteria and the applicable program requirements and policies as they now exist or as they may hereafter be amended.</p>	

Applicant Signature _____ Date _____ Co-Applicant _____ Date _____

Housing Counselor Signature Date

SECTION 2: Intake Form

<i>Summary of Personal, Employment, & Financial Information</i>							
Applicant				Co-Applicant			
Tribal Affiliation:			Tribal Enrollment #:	Tribal Affiliation:			Tribal Enrollment #:
DOB:		Social Security #:	Marital Status:	DOB:		Social Security #:	Marital Status:
Physical Address:				Physical Address:			
Mailing Address:				Mailing Address:			
Length:				Length:			
Home Phone		Work Phone	Cell Phone	Home Phone		Work Phone	Cell Phone
Previous Address (if less than 2 yrs)				Previous Address (if less than 2 yrs)			
CURRENT EMPLOYMENT INFORMATION							
Current Employer/Address:			Length:	Current Employer/Address:			Length:
Position/Title			Full-time Part-time	Position/Title			Full-time Part-time
Gross Monthly Income			Net Mo. Income	Gross Monthly Income			Net Mo. Income
IF EMPLOYED WITH CURRENT EMPLOYERS LESS THAN 2 YRS. COMPLETE THE FOLLOWING SECTION:							
Previous Employer:		Position/Title:		Length:	Annual Income:		Address:
Previous Employer:		Position/Title:		Length:	Annual Income:		Address:
Previous Employer:		Position/Title:		Length:	Annual Income:		Address:
Household Information							
List all household members that are applying to live in this home with you and provide Social Security Cards and Tribal ID.							
<i>Name First, Middle Initial, Last</i>	<i>Relationship To Head of Household</i>	<i>M/F</i>	<i>Social Security #</i>	<i>Tribal Affiliation</i>	<i>Tribal Enrollment#</i>	<i>Descendent YES/NO</i>	<i>DOB</i>

SECTION 4: Housing Counseling Agreement

It is a proven fact that Housing Counseling sessions and Homebuyer Education classes prevent problems for renters and homebuyers. In order to obtain housing assistance from the AHA, pre- and post-counseling are required by AHA policy. The pre-counseling will include at least 4 to 12 hours of homebuyer or renter education instruction offered in group sessions, depending on the program assistance requested. Post-counseling may also be required on a month to month basis.

Classes will be conducted by AHA Housing Counselors in the AHA Conference Room. All housing counseling requirements apply to the head or head of household; consequently, both heads of household or the equivalent must complete the required classes and housing counseling sessions.

Please indicate by your signature below that you understand that your participation in the Housing Counseling Program is a requirement for acceptance to the program and for continued occupancy. By your signature below you also agree to contact an AHA Housing Counselor to arrange for your participation in our classes.

Applicant Signature	Date	Co-Applicant Signature	Date
----------------------------	-------------	-------------------------------	-------------

Housing Counseling Agreement

Date of Interview: _____	Desired Move-In Date: _____
Comments:	

Monthly Budget Worksheet

Expenses	Current	Modify	Revised	Comments
HOUSING				
Housing Payment				
Garbage Fees				
Electricity/gas				
Water/Sewer				
Cell phone/Phone				
Internet				
Cleaning Supplies				
Monthly repairs				
Yard care				
Pest control				
Subtotal				
FOOD				
Groceries				
Food at work				
School lunches				
Subtotal				
SAVINGS				
Emergencies				
Down Payment				
Retirement				
Subtotal				
CAR				
Gas/oil				
Car repairs/maint.				
Insurance				
Subtotal				
PERSONAL				
Personal Items				
Diapers				
Child Care				
Child support/alimony				
Tobacco				
Alcohol				
Subtotal				
INSURANCE				
Health Insurance				
Other				
Subtotal				
MEDICAL				
Medication				
Doctor/Dental Visits				
Other				
Subtotal				
CLOTHING				
Clothing				
Other				
Subtotal				
GIFTS & DONATIONS				
Birthday/Xmas				
Church				
Other				
Subtotal				
EDUCATION				
Fees/Books/Supplies				
Other				
Subtotal				
ENTERTAINMENT				
Movie rentals/cable				
Gambling				
Athletic events/crafts/hobbies				
Pow Wows				
Eating Out				
Other				
Subtotal				
OTHER				
Other				
TOTAL EXPENSES				

COUNSELOR USE

INITIAL RECURRING DEBT (MONTHLY)			RECURRING DEBT (MONTHLY)		
	≤ 10 Mo.	≥ 11 Mo. +		≤ 10 Mo.	≥ 11 Mo. +
Car Payments	\$ _____	\$ _____	Car Payments	\$ _____	\$ _____
Car Payments	\$ _____	\$ _____	Car Payments	\$ _____	\$ _____
Credit Card:	\$ _____	\$ _____	Credit Card:	\$ _____	\$ _____
Credit Card:	\$ _____	\$ _____	Credit Card:	\$ _____	\$ _____
Credit Card	\$ _____	\$ _____	Credit Card	\$ _____	\$ _____
Past due IRS taxes:	\$ _____	\$ _____	Past due IRS taxes:	\$ _____	\$ _____
Department store loans	\$ _____	\$ _____	Department store loans	\$ _____	\$ _____
Child support payments	\$ _____	\$ _____	Child support payments	\$ _____	\$ _____
Alimony	\$ _____	\$ _____	Alimony	\$ _____	\$ _____
Mortgage Payment	\$ _____	\$ _____	Mortgage Payment	\$ _____	\$ _____
Educational loans	\$ _____	\$ _____	Educational loans	\$ _____	\$ _____
Bank loans	\$ _____	\$ _____	Bank loans	\$ _____	\$ _____
Medical	\$ _____	\$ _____	Medical	\$ _____	\$ _____
Other	\$ _____	\$ _____	Other	\$ _____	\$ _____
Other	\$ _____	\$ _____	Other	\$ _____	\$ _____
TOTAL 10 \$ _____			TOTAL 10 \$ _____		
11 \$ _____			11 \$ _____		
GRAND TOTAL (Lines 10 & 11) 12 \$ _____			GRAND TOTAL (Lines 10 & 11) 12 \$ _____		

INITIAL RATIOS		RATIOS	
13. Annual Income (Part I, Line 9)	13. \$ _____	13. Annual Income (Part I, Line 9)	13. \$ _____
14. Monthly Income (Line 13/12 mo.)	14. \$ _____	14. Monthly Income (Line 13/12 mo.)	14. \$ _____
15. Max. Allowable Debt (Line 14 _____ X _____%)	15. \$ _____	15. Max. Allowable Debt (Line 14 _____ X _____%)	15. \$ _____
16. Monthly debt (Line 12)	16. \$ _____	16. Monthly debt (Line 12)	16. \$ _____
17. Amount Available for House Payment (Line 15 - Line 16)	17. \$ _____	17. Amount Available for House Payment (Line 15 - Line 16)	17. \$ _____
18. Max. House Payment Potential (Line 14 _____ X _____%)	18. \$ _____	18. Max. House Payment Potential (Line 14 _____ X _____%)	18. \$ _____
19. Max. Amount Available for House Payment (Enter the lesser amount from line 17 or 18)	19. \$ _____	19. Max. Amount Available for House Payment (Enter the lesser amount from line 17 or 18)	19. \$ _____

DETERMINING MAXIMUM MORTGAGE AMOUNT (P&I):

A. Interest of _____ % @ _____ Years = Factor Amount of \$ _____

B. Line 19/ \$ _____ (Factor) X \$1,000 = **20** \$ _____

CALCULATING ESTIMATED ENTRY COSTS & SAVINGS NEEDED	
1. Closing costs estimate (use 2.5% for estimating):	\$ _____ (1)
2. Down payment estimated costs:	\$ _____ (2)
3. Prepaid expenses:	\$ _____ (3)
4. Total investment costs estimated (1+2+3):	\$ _____ (4)
5. Entry cost assistance available from AHA (if you qualify):	\$ _____ (5)
6. Other entry cost assistance from _____:	\$ _____ (6)
7. Other entry cost assistance from _____:	\$ _____ (7)
8. Enter cash you presently have saved:	\$ _____ (8)
9. Total available funds (Add lines 5+6+7+8):	\$ _____ (9)
10. Additional dollars needed (line 4 - line 9):	\$ _____ (10)
11. Amount of discretionary income you can set aside each month for additional entry costs:	\$ _____ (11)
12. Number of months needed to save additional required entry costs (divide line 10 by line 11):	\$ _____ (12)

TYPE: Acq existing (____yrs.) Rehab Acq(New) New mgfg. New Stick Built
 Homeownership (New) Other Lease Purchase Mutual Help
 LAND: Tribal Trust Allotted Trust Fee
 DATE CLASSES COMPLETED: 1____2____3____4____5____6____7____8____

SUMMARY ASSESSMENT		
21.	Income (line 9)	_____
22.	Monthly Income (line 21 / 12mo.)	_____
23.	Houing Ratio (% X line 22)	_____
24.	Debt Ratio (%X line 22) (Use 41% for 184 Loan Guarantee)	_____
25.	Total Monthly Recurring Debt (line 12)	_____
26.	Subtract Line 25 from 24 for Available Monthly PITI	_____
27.	Max. Amt. Avail. For PITI (lesser of line 23or 26)	_____
28.	Purchase Price of House	_____
29.	Rehab Costs	_____
30.	Closing Costs (est. using 2.5% or complete 184 worksheet)	_____
31.	Prepays (est.)	_____
32.	Total Est. Cost (28+29+30+31)	_____
33.	Entry Cost Assistance	_____
34.	Balance Needed (line 33 - 32)	_____
35.	Loan Amount Available (LTV_____ % X Appraised Value)	_____
36.	Additional Funds Needed based on LTV (Line 32-35-33)	_____

COMPENSATING FACTORS

CREDIT REPORT SUMMARY

Date	Credit Score			# of 30 Days Late			# of 60 Days Late			# of 90 Days Late		
	EXP	TUC	EFX	6m	12m	24m	6m	12m	24m	6m	12m	24m
Applicant												
Co-App.												
Applicant	Collections?			Judgments?			Unpaid Liens?			Bankruptcy? Date: _____		
Co-App.	Collections?			Judgments?			Unpaid Liens?			Bankruptcy? Date: _____		

PROGRAM RECOMMENDATIONS

DOCUMENT STATUS				
Lease	TSR	Survey	Map	Appraisal
ER Rev.	ER Assessment	Cultural Resources	SHPO	Flood Certif.
Plans/Specs	Cost Est.	Builder Info.	Insp.	Sales Agreement
HUD 1	TIL	Lender's Verification	Insur.	Other

Counselor Recommendation _____ Date: _____

OBSTACLES

OBSTACLE 1

CORRECTIVE ACTION STEPS (SPECIFIC)		
Number	Steps to Resolve Obstacle 1:	Anticipated Completion Date
STEP 1		
STEP 2		
STEP 3		
STEP 4		
Overall Anticipated Achievement Date:		

OBSTACLE 2

CORRECTIVE ACTION STEPS (SPECIFIC)		
Number	Steps to Resolve Obstacle 1:	Anticipated Completion Date
STEP 1		
STEP 2		
STEP 3		
STEP 4		
Overall Anticipated Achievement Date:		

Summary of Overall Commitment Dates

Description of Commitment	Date	Status
Completion of Corrective Action I		
Completion of Corrective Action II		
Completion of Corrective Action III		
Completion of Corrective Action IV		
TSR/Lease/Conditional Conveyance		
Mortgage Application		
Loan Commitment		
Closing Date Established		

SCHEDULE OF COUNSELING APPOINTMENTS

Month	Day	Night	Date/Time Preferences	Status
January				
February				
March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

I understand that this **Client Action Plan** represents my commitment to work towards removing the obstacles to acquiring a mortgage to purchase a home, obtain financing to rehab a home, or achieve personal budgeting goals. I agree to complete the plan described above by the date of _____. I understand that personal financial success is contingent upon my commitment to carry out the Client Action Plan as described above. I am committed to this plan and to working with the AHA Counselor and other partners on an ongoing basis.

IN WITNESS WHEREOF, the parties have herunto set their hands and seals the day.

_____	_____
Lessee	Date
_____	_____
Lessee	Date
_____	_____
AHA Counselor	Date
_____	_____
AHA Executive Director	Date

Summary of Overall Commitment Dates

Commitment	Anticipated Date	Status	Revised Date
Completion of Corrective Action 1			
Completion of Corrective Action 2			
Completion of Corrective Action 3			
Completion of Corrective Action 4			
TSR/Lease			
Loan Application			
Purchase Agreement			
Loan Commitment			
Closing			
Move-in			

SAMPLE TDHE/TRIBE **COLLECTION AND COMPLIANCE** **POLICIES AND PROCEDURES**

These policies and procedures were adopted by the (name of TDHE/TRIBE) by Resolution # _____ on _____, _____.

(Note: This is a sample policy and the TDHE/TRIBE may choose to delete or add any sections or numbers used in this sample. Should the TDHE/TRIBE choose to make any changes, the TDHE/TRIBE should ensure that the policy remains in compliance with the Native American Housing Assistance and Self-Determination Act (NAHASDA) and any other applicable federal, state, local, or tribal laws or regulations.) In Alaska, the MH Agreement is considered a Mortgage, not a Lease Purchase, and therefore, a different procedure called “ejectment” (similar to foreclosure) is required rather than eviction.

Policy Statement

The Board of Commissioners (or insert governing body of the [insert name of tribe]) of the (NAME OF TRIBE/TDHE) recognize that it is necessary to adopt and implement collection and compliance policies and procedures in order to operate as a property management business. The governing body realizes that the (NAME OF TRIBE/TDHE) relies on the income generated from rent and homebuyer payments to maintain the property owned and managed by the (NAME OF TRIBE/TDHE).

The purpose of this policy is to inform the residents and homebuyers of established guidelines for the collection of rent, house payments, housing services, and payment of work orders along with other charges. The objective of this policy is to collect the amounts owed to the (NAME OF TRIBE/TDHE) to ensure the continuation of adequate housing services while providing for the safety and well being of residents along with promoting fairness through a due process. This policy is also intended as a means for the (NAME OF TRIBE/TDHE) to enforce other requirements residents are expected to comply with such as Rules of Occupancy, homebuyer maintenance responsibilities, utility payments, etc.

For the purposes of this policy, rental and homeownership occupants and other families receiving services will be referred to as ‘residents’. This policy shall apply to residents who have entered into a lease; homeownership agreement; contract; or any other type of agreement with the (NAME OF TRIBE/TDHE).

1. PAYMENTS

- A. Due Date** Rent and homebuyer payments are due on or before the (insert day, i.e. first) day of each month.

B. Where and How to Make Payments

- (1) Rent and homebuyer payments may be made at the (NAME OF TRIBE/TDHE) administrative offices located at (insert physical address) or sent by mail to the (insert mailing address). Cash should not be sent by mail.
- (2) Payments may be made by cash, money orders or personal checks.
(Note: The TRIBE/TDHE should determine what form of payment may be made. For example, should cash be an acceptable method of payment?)
- (3) Residents shall be strongly encouraged to participate in employer payroll deduction programs so that rent and homebuyer payments are automatically paid each month.
- (4) If possible, residents shall also be encouraged to participant in direct deposit banking programs for the automatic payment of rent and homebuyer payments.
- (5) The amount of monthly rent or homebuyer payments is defined in the (NAME OF TRIBE/TDHE) Eligibility, Admissions, and Occupancy Policy.

- C. Partial Payments** When a resident presents credible evidence that clearly shows an inability to make full payment, the (NAME OF TRIBE/TDHE) may accept partial payment.
(Note: The TRIBE/TDHE may wish to establish a minimum amount acceptable for partial payment, require a percentage of the full amount, or choose not to accept partial payments. The TRIBE/TDHE may also choose to set a limit on the number of times a resident may submit partial payment within a specified period of time.)

2. COLLECTIONS

(Note: Model of Notices of Delinquency for both non-payment & non-compliance along with Termination Notices are included in this sample policy as Appendices.)

A. Timetable for Notices Applicable to Rental and Homeownership Programs

(1) **First Notice:** If rents or homebuyer payments are not paid by the (insert day, i.e. 10th) day of each month or if the resident is found not to be in compliance with any other provisions of their Dwelling Lease or Homebuyer Agreement, the (NAME OF TRIBE/TDHE) shall send a Notice of Delinquency Non-Compliance by regular mail. This notice will contain the following:

- (a) The date of the notice.
- (b) The date the rent or homebuyer payment and other charges were due.
- (c) Statement of how much is owed the (NAME OF TRIBE/TDHE).
- (d) Statement of a (insert \$ amount if applicable) late payment charge if no payment was received the (insert day, i.e. 10th)

(Note: Rather than charging a late fee or penalty, the tribe/TDHE may choose to provide a discount for early payments.)

- (e) If the Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident isn't in compliance with their Dwelling Lease or Homebuyer Agreement. These reasons may include, but are not limited to, violating the Rules of Occupancy, not complying with the recertification or income verification requirements, conducting criminal activity, etc.

(2) **Final Notice:** If rents or homebuyer payments are not paid by the (insert day, i.e. 20th) day of each month, or if the resident is found not to be in compliance with any other provisions of their Dwelling Lease or Homebuyer Agreement, the (NAME OF TRIBE/TDHE) shall send a Final Notice of Delinquency by regular mail. This notice will contain the following:

- (a) The date of the notice.
- (b) The date the rent or homebuyer payment and other charges were due.
- (c) Statement of how much is owed the (NAME OF TRIBE/TDHE).

- (d) Statement of who to contact for financial counseling assistance.
 - (e) Statement inviting and encouraging residents to negotiate Payment Agreements for delinquent amounts.
 - (f) If the Final Notice is being sent for non-compliance issues other than non-payment, the Notice shall describe why the resident isn't in compliance with their Dwelling Lease or Homebuyer Agreement.
- (3) In the (NAME OF TRIBE/TDHE) **rental programs**, if rents are not paid by the (insert day, i.e. last day of the month) or if the resident has not complied with any other requirements described in their Dwelling Lease, the (NAME OF TRIBE/TDHE) shall send the resident a (insert day, i.e. 14) day Notice of Termination by certified or registered mail. This notice shall contain the following:
- (a) The reason for termination.
 - (b) A (insert day, i.e. 14) day period during which the resident will be allowed to respond to the (NAME OF TRIBE/TDHE), in writing or in person, regarding the reason for termination.
 - (c) Allow the resident to be represented or accompanied by a person of his/her choice.
 - (d) If within (insert day, i.e. 14) days after the (NAME OF TRIBE/TDHE) gives Notice of Termination, the resident presents assurances or evidence satisfactory to the (NAME OF TRIBE/TDHE), the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the (NAME OF TRIBE/TDHE) Housing Management Director. Unless there is such a recession or extension, the lease term and agreement will terminate on the (insert day, i.e. 14th) 14th day of receipt of notice.
- (4) If the resident does not respond within the (insert day, i.e. 14) day period, the (NAME OF TRIBE/TDHE) will proceed with the proper legal actions necessary for eviction. The (NAME OF TRIBE/TDHE)'s designated attorney will file a judgement against the resident with the appropriate (insert name of court that has jurisdiction).
- (5) In the (NAME OF TRIBE/TDHE) **homeownership programs**, if homebuyer payments are not paid by the last day of the month or if

the resident has not complied with any other requirements described in their homebuyer agreement, the (NAME OF TRIBE/TDHE) shall send the homebuyer a 30 day Notice of Termination of the homebuyer's agreement by certified or registered mail. This notice shall contain the following:

- (a) The reason for termination.
 - (b) A 30 day period during which the homebuyer will be allowed to respond to the (NAME OF TRIBE/TDHE), in writing or in person, regarding the reason for termination.
 - (c) Allow the homebuyer to be represented or accompanied by a person of his/her choice.
 - (d) If within 30 days after the (NAME OF TRIBE/TDHE) gives Notice of Termination, the homebuyer presents assurances or evidence satisfactory to the (NAME OF TRIBE/TDHE), the Notice of Termination may be rescinded or extended on a case-by-case basis to be determined by the (NAME OF TRIBE/TDHE) Housing Management Director. Unless there is such a rescission or extension, the lease term and agreement will terminate on the 30th day or receipt of notice.
- (6) If the homebuyer does not respond within the 30 day period, the (NAME OF TRIBE/TDHE) will proceed with the proper legal actions necessary for eviction. The (NAME OF TRIBE/TDHE)'s designated attorney will file a civil complaint in the appropriate court seeking eviction and/or full payment of the delinquent amount. The complaint shall include a copy of the dwelling lease/homebuyer agreement, account ledger, letters and other notices sent or delivered to the resident regarding non-payment or non-compliance.
- (7) Requests for judgment in both the rental and homeownership programs shall contain the following:
- (a) The amount due and owing and/or other non-compliance issues pursuant to the Dwelling Lease or Homebuyer agreement.
 - (b) Legal expenses and filing fees.
 - (c) Cost of repairs to the unit.

- (d) Lost income for the time the unit is unoccupied beyond the date of termination.
- (e) Immediate possession of the property.

(Note: Each TRIBE/TDHE should consult with its legal counsel to ensure that the language regarding evictions in this policy meet the requirements of any applicable local eviction or foreclosure ordinances).

B. Collection or Non-compliance Remedies

- (1) Residents with delinquent accounts or who are not in compliance with their Dwelling Lease or Homebuyer Agreement are encouraged to enter into agreements for payment of their delinquent account or to become in compliance with the requirements of their Dwelling Lease or Homebuyer Agreement. The (NAME OF TRIBE/TDHE) may negotiate an agreement for non-payment or non-compliance with the resident as an alternative to termination. The agreement will be on a short-term basis not to exceed (insert #) of months. The agreement will include an acknowledgment of the amount owed, the terms of repayment including the date, amount, and method of payment, other non-compliance issues, along with a default clause in the event the agreement is breached. The agreement will be signed by the head of household or spouse and designated (NAME OF TRIBE/TDHE) staff. If a resident presents credible evidence of hardship that caused or may cause a breach of the agreement, the (NAME OF TRIBE/TDHE) will have discretionary authority to renegotiate or reconsider the agreement. If prior agreements have failed, the (NAME OF TRIBE/TDHE) may choose not to reconsider the agreement with the resident.
- (2) Should a resident violate the terms of their agreement with the (NAME OF TRIBE/TDHE), the (NAME OF TRIBE/TDHE) shall proceed with proper legal eviction action.
- (3) Payment agreements may be executed for payment of vacated accounts at the discretion of the (NAME OF TRIBE/TDHE) Housing Management Department Director.
- (4) Failure to make the required monthly payments and/or breach of subsequent payment agreements and termination of the resident's lease/homebuyer agreements or other agreements may result in

permanent loss of eligibility for future services or benefits offered by the (NAME OF TRIBE/TDHE).

(Note: This clause in the policy will prevent problem residents from re-applying or applying for other housing services.)

- (5) Residents with delinquent accounts will be referred to appropriate financial management counseling and provided any other available information that will facilitate the prompt payment of their delinquent account. The (NAME OF TRIBE/TDHE) may schedule a financial management counseling session for the resident at a specified time and location during the period of account delinquency. Attendance and participation will be required. The (NAME OF TRIBE/TDHE) shall require the resident to sign a statement documenting attendance and commitment by the resident to improve their personal financial management skills. If a resident's account is delinquent more than (insert #) of time(s) during a (insert #) month period, the resident will automatically be required to complete a financial management session.

(Note: The TRIBE/TDHE should offer and/or require a minimum of one financial management session prior to termination of the lease/homebuyer agreement. A series of follow-up counseling sessions is recommended.)

- (6) At the discretion of the (NAME OF TRIBE/TDHE) Housing Management Department Director, full payment of delinquent rent or homebuyer payments, including any current amounts due, may be accepted and collection proceedings stopped.
- (7) For vacated accounts, a statement of the balance due will be promptly sent to the vacated resident after the unit has been vacated. If the amount is not paid or arrangements have not been made within (insert #) days, the account will be turned over to the (NAME OF TRIBE/TDHE) respective legal counsel for legal collection action.
- (8) A delinquent resident participating in the (NAME OF TRIBE/TDHE) Mutual Help Homeownership Program may apply for the use of their Monthly Equity Payment Account (MEPA) to pay for delinquent administrative charges if there is a sufficient amount in the respective MEPA account. Application for MEPA use shall be limited to (insert #) of time(s) per year to pay for delinquent amounts owed.

(Note: the TRIBE/TDHE should have a separate MEPA Use Policy. The TRIBE/TDHE may decide not to allow the use of MEPA due to the fact that the amount received from the proceeds of sale could be significantly reduced.)

C. Court Action

- (1) After the filing of the complaint and summons are served, the defendant (delinquent resident) can still arrange for settlement and/or an arrangement. The plaintiff (NAME OF TRIBE/TDHE) will inform the court that a settlement has been reached if agreement has been made to resolve the outstanding amount. The (NAME OF TRIBE/TDHE) will include the costs of any amounts included in the civil complaint and request for judgment in the settlement or arrangement. The settlement or arrangement shall include language that in the event the defendants breach the agreement, the case shall be automatically reopened and heard in Court for an immediate eviction.
- (2) The (NAME OF TRIBE/TDHE) shall reserve the right to seek resolution of the case and settlement prior to the court hearing and final ruling. Once the court's final ruling has been made, no settlement or arrangement shall be allowed.

(Note: The TRIBE/TDHE may wish to set a limit on the number of settlements that can be made after a civil complaint is filed. Also, the previous two sections are optional and the TRIBE/TDHE may choose not to offer the defendant an opportunity to settle after a complaint is filed.)

- (3) Once the Court issues an order of eviction, a copy shall be hand-delivered (if possible) to the resident by the appropriate law enforcement officials. The order shall specify the date for the resident to be evicted. The (NAME OF TRIBE/TDHE) shall monitor the unit and arrange to secure the unit (changing locks, boarding up the windows or doors, etc.) on the day of the eviction. The Court Order shall include the method for settlement of the delinquent account after the eviction. The Order may direct the defendant to make monthly payments to the Court or make payments directly to the (NAME OF TRIBE/TDHE). In any case, the delinquent account shall remain on the (NAME OF TRIBE/TDHE) books until the account is paid in full.
- (4) If a resident refuses to vacate a unit by the specified date in the Court Order, the Order, or the judge issuing the Order, shall describe the method as to how the resident(s) shall be forcibly

evicted from the units by appropriate law enforcement officers. The (NAME OF TRIBE/TDHE) employees or members of the governing body shall never attempt to forcibly evict a resident.

- (5) If a resident moves out after notification of termination and makes no attempt to settle the outstanding amount, the (NAME OF TRIBE/TDHE) shall consider the unit abandoned and refer the case to its respective legal counsel for filing in the appropriate Court for collection. The (NAME OF TRIBE/TDHE) shall make every attempt to collect and continue to do so after issuance of the Court Order for payment.
- (6) It is the responsibility of the evicted resident to remove all personal property from the unit with (insert #) of days after being evicted. Personal property can only be removed under the supervision of a designated (NAME OF TRIBE/TDHE) employee or a law enforcement officer depending upon the circumstances of the eviction along with the Court Order for eviction. However, if the resident cannot be located, the (NAME OF TRIBE/TDHE) shall remove and claim the personal items as (NAME OF TRIBE/TDHE) property. Any disposal of the property shall be subject to the (NAME OF TRIBE/TDHE) Disposition Policy.

APPENDIX

(Note: This appendix includes examples of a Notice of Delinquency along with Termination Notices for both rental and homeownership programs.)

FIRST NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified that we have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the (NAME OF TRIBE/TDHE) \$_____.

In accordance with our adopted Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE).

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FINAL NOTICE OF DELINQUENCY FOR NON-PAYMENT

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified again that we still have not received any payment from you this month. As you know, your monthly payment is due on the (insert day) of every month. According to our records, you currently owe the (NAME OF TRIBE/TDHE) \$_____.

If you are experiencing some financial difficulties at the present time and are in need of financial management counseling assistance, please contact our office at (insert phone #). If you are unable to clear up your delinquent account immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a **Payment Agreement**.

In accordance with our adopted Collection and Compliance Policies and Procedures, if we do not receive your monthly payment by the (insert day) day of this month or if you have not negotiated a Payment Agreement, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE).

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FIRST NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF RESIDENT)

You are hereby notified that you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the (NAME OF TRIBE/TDHE).

The reason(s) you are not in compliance is (are) as follows: (list reason(s) for non-compliance such as violating the Rules of Occupancy, non-compliance with the Tribe's Animal Control Ordinance, not complying with recertification notices, not performing maintenance responsibilities, etc.)

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your (Dwelling Lease or Homebuyer Agreement) with the (NAME OF TRIBE/TDHE) by the (insert day) day of this month or if you have not negotiated a plan of action to correct the reason(s) you aren't in compliance, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE).

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

FINAL NOTICE OF NON-COMPLIANCE

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

You are hereby notified once again that you are still not in compliance with your (Dwelling Lease or Homebuyer Agreement with the (NAME OF TRIBE/TDHE).

If you are experiencing some sort of difficulty in resolving the reason(s) you are not compliance, please contact our office at (insert phone #) and we may be able to refer you to someone who may be able to assist you. If you are unable to resolve the reason(s) why you are not in compliance immediately, you are strongly encouraged to contact us at your earliest convenience to negotiate a plan of action to resolve the non-compliance issues.

In accordance with our adopted Collection and Compliance Policies and Procedures, if you are not in compliance with your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE) by the (insert day) day of this month or if you have not negotiated a plan of action to resolve the non-compliance issues, a **Notice of Termination** will be delivered to you notifying you that we plan to terminate your Dwelling Lease or Homeownership Agreement with the (NAME OF TRIBE/TDHE).

Your cooperation will be very much appreciated.

Sincerely,

(Signed by designated employee, preferably the Executive Director)

**NOTICE OF TERMINATION
OF HOMEOWNERSHIP AGREEMENT**

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

This letter serves as notice that the Homeownership between you as a homebuyer and the (NAME OF TRIBE/TDHE) is being terminated.

The reason for terminating your Homeownership Agreement is that you have failed to make monthly payments to the (NAME OF TRIBE/TDHE) as required or are not complying with the terms of your agreement with the (NAME OF TRIBE/TDHE). According to our records, you currently owe \$_____.

You have thirty (30) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If you present assurances or evidence satisfactory to the Director of our Housing Management Department within thirty (30) days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your agreement with the (NAME OF TRIBE/TDHE) will terminate on the 30th day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

Should you have any questions, please contact (insert name), Director of our Housing Management Department or myself at (insert phone #).

Your cooperation will be very much appreciated.

Sincerely,

(insert name)
Executive Director

**NOTICE OF TERMINATION
OF DWELLING LEASE**

(DATE)

(NAME & ADDRESS OF DELINQUENT RESIDENT)

This letter serves as notice that the Dwelling Lease between you as a resident and the (NAME OF TRIBE/TDHE) is being terminated.

The reason for terminating your Dwelling Lease is that you have failed to make monthly payments to the (NAME OF TRIBE/TDHE) as required or you are not complying with the terms of your Dwelling Lease with the (NAME OF TRIBE/TDHE). According to our records, you currently owe \$_____.

You have (insert #) days from the date you received this Notice of Termination to respond in writing or in person regarding the reason for termination. You may be represented or accompanied by a person of your choice. If you present assurances or evidence satisfactory to the Director of our Housing Management Department within (insert #) of days after the date you received this Notice of Termination, this notice may be rescinded or extended. Unless there is such a rescission or extension, your Dwelling Lease with the (NAME OF TRIBE/TDHE) will terminate on the (insert #) day after you received this notice and you will be expected to have vacated your home or legal actions necessary for eviction will begin including filing a judgment against you in (insert the name of the appropriate Court).

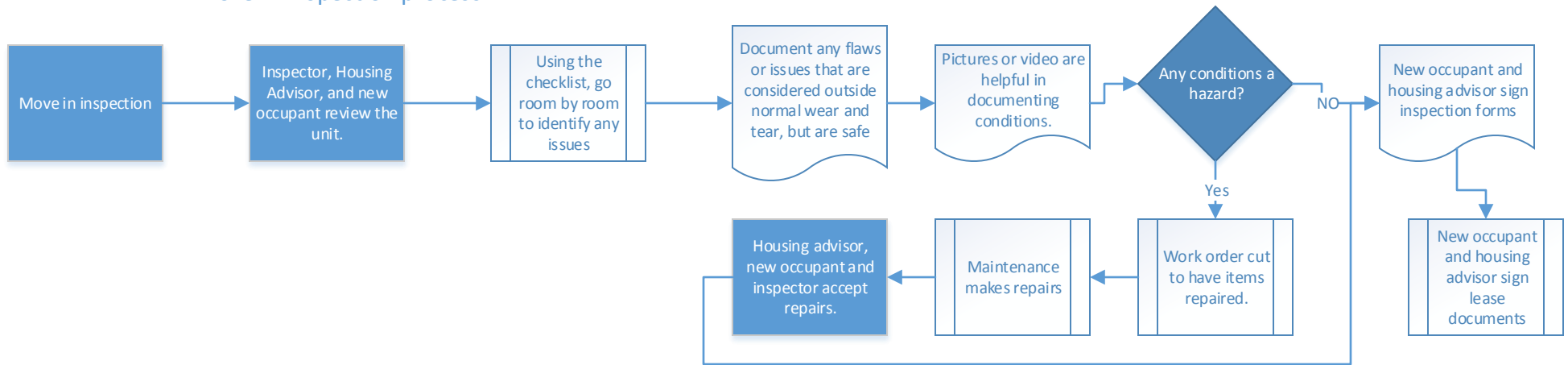
Should you have any questions, please contact (insert name), Director of our Housing Management Department or myself at (insert phone #).

Your cooperation will be very much appreciated.

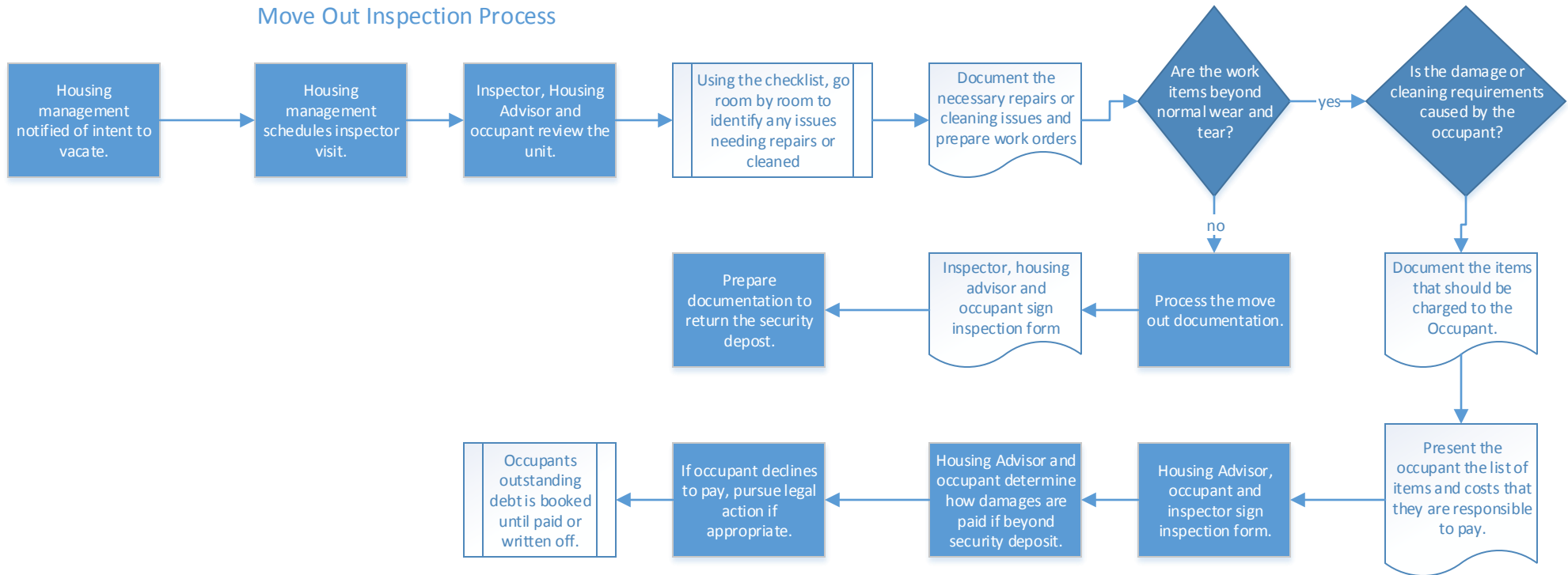
Sincerely,

(insert name)
Executive Director

Move In Inspection process



Move Out Inspection Process



Home Inspection Checklist

Address:

Date:

Note: This checklist is for personal use only. It should not be used in place of an official home inspection. This list may not be comprehensive. Contact a qualified ASHI certified home inspector for an official inspection.

M - missing, S - scratched, D - damaged, B - broken, R - repair/replace, W - Water Damage, L - Leaking

Exterior	Good	OK	Bad
Back Doors			
Deck, porch, patio			
Doorbell			
Driveway			
Front Doors			
Garage Doors			
Garbage receptacle			
House number			
Mailbox			
Outdoor lights			
Paint and trim			
Parking			
Recycling receptacle			
Sidewalks			
Siding (brick/stone/cement)			
Traffic noise			
Windows			

Are things loose, cracked, damaged, rotted, bug infested?

Notes:

Yard	Good	OK	Bad
Drainage			
Fences and gates			
Retaining wall			
Shed			
Sprinklers			
Swimming pool			

Trees, shrubs and lawn dead, dying or bug infested?

Notes:

Roof	Good	OK	Bad
Chimney			
Gutters and downspouts			
Soffits and fascia			

When was it replaced last? Are there encroaching trees?

Notes:

Garage	Good	OK	Bad
Ceiling			
Doors			
Floors			
Lights			
Storage			
Walls			
Windows			

Is the garage door opener operating properly?

Notes:

Fireplace	Good	OK	Bad
Blockages			
Carbon Monoxide Detector			
Mantle			
Soot			
Tiles			

Any buildup inside? Damage where connected to roof?

Notes:

Bathrooms	Bathroom 1			Bathroom 2			Bathroom 3		
	Good	OK	Bad	Good	OK	Bad	Good	OK	Bad
Baseboards									
Cabinets, shelves, & drawers									
Ceiling									
Counter									
Doors									
Floors									
GFCI outlet									
Lights									
Mirror									
Outlets and switches									
Sink									
Toilet									
Towel hook									
Trim									
Tub and shower									
Walls									
Window									

Fixtures secure? Condition of tiles and caulking? Leaks or water pressure issues? Mold? Drawers and cabinets working?

Notes:

Bedrooms	Bedroom 1			Bedroom 2			Bedroom 3		
	Good	OK	Bad	Good	OK	Bad	Good	OK	Bad
Baseboards									
Ceiling									
Closet									
Doors									
Floors									
Lights									
Outlets and switches									
Trim									
Walls									
Windows									

Check ceilings for sloping and/or water damage. Are floors weak in places? Damaged windows or window screens?

Notes:

Dining Room	Good	OK	Bad
Baseboards			
Ceiling			
Floors			
Lights			
Outlets and switches			
Trim			
Walls			
Windows			

Wall damage? Sloping ceiling? Weak floors?

Notes:

Kitchen	Good	OK	Bad
Baseboards			
Cabinets and drawers			
Ceiling			
Counter			
Dishwasher			
Floors			
Garbage Disposal			
GFCI outlet			
Lights			
Outlets and switches			
Oven			
Refrigerator			
Sink			
Smoke Detectors			
Stove			
Trim			
Walls			
Windows			

Leaking sink or appliances? Cabinet & drawer condition?

Notes:

Attic	Good	OK	Bad
-------	------	----	-----

Living Room	Good	OK	Bad
Baseboards			
Ceiling			
Ceiling fan			
Doors			
Floors			
Lights			
Outlets and switches			
Trim			
Walls			
Windows			

Wall damage? Sloping ceiling? Weak floors?

Notes:

Den	Good	OK	Bad
Baseboards			
Ceiling			
Ceiling fan			
Doors			
Floors			
Lights			
Outlets and switches			
Trim			
Walls			
Windows			

Wall damage? Sloping ceiling? Weak floors?

Notes:

Hallways	Good	OK	Bad
----------	------	----	-----

The basic processing of work orders will be as follows:

1. Origination

The issuance of a regular work order may be based upon information received from residents, staff, commissioners, or the general public. When information received in the Work Center indicates a work order needs to be issued, it is the Work Center Clerk's responsibility to ensure the expeditious computer input and issuance of the work order. Seasonal items will be scheduled and entered into the computer for weekly access by the Supervisor.

2. Assignment

The method used to assign work orders to specific maintenance mechanics will be based upon the location of the requested work. However it is expected that work orders will generally be completed in sequence without regard to the degree of difficulty associated with its completion. If the assigned maintenance mechanic cannot complete any portion of the work order, he/she will immediately notify the Supervisor of the problem.

3. Closing

At completion of all work items on a work order, the maintenance mechanic will completely fill out and sign: the work order form. All completed work orders will be returned to the Work Center each day. Before leaving the unit where the work is being done, the maintenance mechanic should leave a copy of the Work Order for the resident. If the resident is present, a copy of the Work Order should be given to the resident. In the event the resident is not present, a copy of the Work Order should be left in a conspicuous place, such as on the kitchen counter. In addition, any time a unit is entered for maintenance purposes when "the resident is not at home, the maintenance mechanic must fill out and leave a completed copy of the Work Order in a conspicuous place within the unit.

At receipt of completed work order forms, it is the responsibility of the Work Center to ensure the expeditious updating of the work order computer records including the posting of any associated resident charges. The updating and closing of work order records should normally be accomplished within 24 hours of receipt of completed work orders in the Work Center.

B. Annual Inspections

Living units and major systems inspections are required annually to meet NAHASDA requirements. The TDHE plans to perform its annual living unit inspections with its three Housing Managers and its major systems inspections with the maintenance Working Foreman. The inspections will be evenly

Insulation			
Ladder			
Ventilation			

Leaks, water damage, mold? Sufficient insulation?

Notes:

Baseboards			
Ceiling			
Closets			
Floors			
Lights			
Outlets and switches			
Skylights			
Trim			
Walls			

Wall damage? Sloping ceiling? Weak floors?

Notes:

Basement	Good	OK	Bad
Baseboards			
Ceiling			
Doors			
Floors			
Foundation			
Lights			
Outlets and switches			
Stairs			
Storage			
Sump pump			
Trim			
Walls			
Washer and dryer			
Windows			

Damp, musty or moldy? Beam damage? Bugs?

Notes:

Other	Good	OK	Bad
Asbestos			
Odor			
Wood-eating insects			

Smoke and carbon monoxide detectors in place?

Notes:

Stairs	Good	OK	Bad
Floors			
Landing			
Lights			
Railing			
Treads			
Walls			

Weak stairs? Railings available and secure?

Notes:

Utilities	Good	OK	Bad
Air conditioning			
Circuit breakers			
Drainage			
Furnace			
Hot water heater			
Main electrical panel			
Water pressure			

Functioning properly? Are they new or old?

Notes:

Appendix 5: Sample Maintenance Plan

General Information

The TDHE was formed in (year) for the purpose of providing low-income housing, and owns and operates three housing developments: Wilson Heights (80 units), Fairfield Heights (90 units) and Westview Manor (75 units). The mission of the TDHE's Board of Commissioners and staff is to provide decent safe and sanitary housing to low-income individuals and families.

Staffing Plan

The Executive Director is responsible for the day-to-day operation of the TDHE. The Executive Director implements policies and procedures instituted by the Board of Commissioners. All staff answers to the Executive Director or his/her designee per the established organizational chart.

The TDHE's strategy for meeting the day-to-day maintenance needs of the properties is to assign specific maintenance staff to each development. The assignment of maintenance staff to specific locations will be at the discretion of the Executive Director, or his/her designee. The maintenance staff will answer directly to the Working Foreman (hereinafter referred to as Supervisor).

The maintenance staff consists of five people including the Working Foreman. One maintenance mechanic is assigned to Wilson Heights, a family development; one maintenance mechanic is assigned to Fairfield Heights, an elderly mid-rise building; and one maintenance mechanic is assigned to Westview Manor, an elderly mid-rise building. The fourth maintenance mechanic is assigned to vacancy preparation activities with support from the various development-based mechanics and the Working Foreman.

Goals and Objectives

The goals and objectives of the TDHE maintenance department are to maintain each and every development in a condition equal to or greater than HQS requirements and to properly utilize the existing staff with a reasonable amount of overtime within budget and on schedule.

A. Routine and Seasonal Work

The three mechanics assigned to the developments are responsible for all routine and seasonal requirements in their respective developments. Based upon last year's average volume of routine work orders logged by the TDHE, (45 work orders per month for Wilson Heights, 60 work orders per month for Fairfield Heights and 40 work orders per month for Westview Manor) there will be adequate time available to handle seasonal requirements in each development. To assist the maintenance operation the TDHE will continue its service contracts to address boiler maintenance at Wilson Heights and Fairfield Heights, and to handle cycle painting of units throughout the TDHE

scheduled over the first ten months of the year to allow time for corrective and follow-up work.

1. Frequency

All dwelling units of the TDHE will be inspected at least annually. A move-out inspection will be conducted in all vacant units within 2 (two) working days after becoming vacant. A move-in inspection will be conducted with the resident at the time of move-in for any unit being newly occupied.

2. Standard

All inspections will utilize the HUD Housing Quality Standards (HQS). All conditions noted during any inspection which do not meet HQS will be documented in writing. One HUD Form 52580-A will be filled out for each inspection performed.

3. Correction of Deficiencies

a. Unit Deficiencies Which Are HQS Violations

All HQS violations identified during any inspection will require the following actions:

- 1) Documentation on Form 52580-A in the Decision and Comment columns at the applicable Item Number.
- 2) Issuance of or inclusion on a Work Order specifying the action needed for correction of the HQS violation. Any work order issued which includes work to correct a HQS violation must be unit-specific, that is, it must deal with only one unit.
- 3) Date of Final Approval must be entered at the appropriate place on Form 52580-A when each HQS violation has been corrected.

b. Unit Deficiencies Which Are Not HQS Violations

For all unit deficiencies identified during an inspection which will require repair work, but are not HQS violations, issuance of or inclusion on, a Work Order specifying the action needed for correction of the deficiency will be required.

c. Goals

It is the goal of the Board of Commissioners that identified unit deficiencies be corrected as follows:

- 1) HQS violations which constitute emergency items, as defined by HUD, should be alleviated or corrected within 24 hours.

- 2) All identified unit deficiencies which do not constitute HQS violations should be corrected within an average of 25 calendar days.

C. Making Vacant Units Ready for Occupancy

The TDHE has assigned one maintenance mechanic full-time with support from each development mechanic, to return vacant units to occupancy in less than 20 days. In addition, in the case of a glut of vacancies or extensive damage to an unit, outside contractors may be utilized to expedite the return of vacant units for occupancy. The procedures for preparing units for occupancy are:

1. Upon vacancy, units will be inspected by the Supervisor, who will prepare, or who will cause to be prepared, a punch list of items to be inspected, repaired, or replaced in the vacant unit.
2. The list of work items for the unit will be provided to the Work Center Clerk who will issue a work order for the unit to be made ready for occupancy and attach the listing of work items for that unit.
3. The Supervisor will be responsible for assignment of all work orders to maintenance mechanics.
4. A Make-Ready listing of items to be accomplished will be provided to the maintenance mechanic.
5. Items listed on the Make-Ready sheets will be checked off by the maintenance mechanic as they are completed.
6. Upon completion of all items listed on the Make Ready sheets and any other items which may be listed on the Work Order form, the maintenance mechanic will complete the Work Order form and return both the Work Order form and the Make-Ready sheets to the Work Control Center.
7. The Supervisor will then inspect the unit to ensure all maintenance forms have been accomplished. If deficiencies are found, the Supervisor will take the necessary steps to have the deficiencies corrected.
8. The Supervisor will then notify the Housing Manager that maintenance repairs have been completed in the unit.

D. Preventive Maintenance

The TDHE has developed a PM schedule for each development that will enable the development mechanic to perform the required PM activities on a weekly basis in conjunction with the normal routine work orders and emergencies without disruption or creating a demand for overtime to accomplish the task.

The PM schedules have been designed to be completed in no more than ten months to allow sufficient time for other maintenance work and to program those seasonal PM requirements into the proper sequence so that the entire PM Program will be completed on a timely, cost-effective and overtime-free basis.

E. Emergency Situations

The assignment of one maintenance mechanic to each development not only provides adequate time to respond to routine and PM work orders, but also to quickly react to any emergency within a development, since the mechanic is already on-site. Emergencies arise when resident and/or TDHE staff are faced with a health or life-threatening situation or there is a condition which might result in serious structural or system if not corrected within a 24-hour period.

Emergencies will fall into one of two categories: 1) those happening during the regular workday; or 2) those that occur after hours or on weekends. The TDHE has procedures for each category and the information is contained in an Emergency Response folder that is available in each development office, Work Center, central office and to all designated emergency personnel.

F. Extraordinary Repairs

The TDHE has made no allowance in this year's plan for extraordinary repairs because it has just completed the final phase of a \$3,000,000 modernization grant that completed the modernization of the newest development, and because Wilson Heights and Fairfield Heights were modernized three years ago.

G. Service Contracts

The TDHE has contracted with outside firms to provide cycle painting, landscaping, HVAC repair and vehicle maintenance. Each of these contracts was procured in accordance with the TDHE's procurement policies based upon the HUD regulations at 24 CFR 85.36.

All contractors were selected with the competitive-proposal method and the total amounts of the contracts are well within the operating budget for this year.

H. Materials, Supplies and Equipment

Based upon an analysis of the consumption and use of materials and supplies for last year, the TDHE has budgeted a 5% dollar increase in items to be consumed based upon the continued and expanding emphasis on the TDHE's PM program.

The TDHE has no plans to purchase equipment this year because of the availability of grant funds during the past three years, with which the TDHE was able to replace and/ or add every item that was needed.

I. Budget

The TDHE budget has been developed based upon established goals, schedules, staff requirements, and known income sources. The TDHE believes it has developed a very fiscally responsible budget

Appendix 7: Annual Facilities Maintenance Plan (AFMP)

The Indian Housing Authority (TDHE) described below desires to develop an AFMP that will allocate staff hours of labor to the various categories of maintenance. The specifics about the TDHE are:

Number of developments	14
Total number of units	1,350
Number of full time maintenance employees	22
Number of part time maintenance employees (6 months each)	3
Maintenance supervisor	1

The developments are in different parts of the tribal jurisdiction. The units of each development are in one geographic location. Maintenance is centralized. The TDHE receives NAHASDA funds and is not troubled.

Direct labor is the actual time that each maintenance employee can be expected to use doing productive work. Indirect labor is time used by maintenance employees for “nonproductive” work such as leave, training (TDHE and military), attendance at meetings, travel to and from jobs, obtaining supplies and parts, completing reports and documents, meeting with supervisor, etc. With regard to time, the following assumptions are made:

Assume the following indirect labor time per year per employee:

Total hours per year for which each full time employee is paid:	2,080
Percentage of time allocated to holiday leave:	4%
Percentage of time allocated to sick leave:	2%
Percentage of time allocated to annual leave:	6%
Supervisory time: (1 staff person):	2,080 hours
Training time of 1 hr per employee per month:	282 hours
Military time for 1 employee for 2 weeks per year:	80 hours

To simplify this example, it is assumed there is no force account work, contracted work, other direct labor or other indirect labor.

Given Factors for Preparation of the Annual Facilities Maintenance Plan

The TDHE has established a standard (in hours) of how much time will be allocated to a unit of measure (service request, unit, building, workday, site, etc.) for each category of maintenance.

Policy Statement

The purpose of the _____ Useful Life & Binding Commitments Affordability Period is to ensure availability of affordable housing units and programs for low income Native Americans.

The _____ Useful Life & Binding Commitments Affordability Guidelines shall comply with all applicable regulations of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA) along with other applicable rules and regulations. The _____ Executive Director with the approval of the governing body shall be responsible for periodically amending this policy to comply with any applicable laws and regulations.

I. Program Description

Section 205(a)(2) of NAHASDA requires housing units remain affordable for:

- a. Remaining useful life of property; or
- b. Such other period that the Secretary determines it is the longest feasible period of time consistent with sound economics and the purpose of the Act.

The Act also requires that affordability be secured through Acceptable Binding Commitments. NAHASDA requires “binding commitments” satisfactory to the Secretary be in place to ensure that a housing unit will remain affordable for its “useful life”. These apply to grants and loans to purchase, construct or rehabilitate a residence.

II. Acceptable Binding Commitments

There must be a written agreement between the IHBG recipient and the individual being assisted with IHBG funds. The agreement must contain each of the following factors.

- c. The agreement should specify the period of affordability required by the grantee and these agreements must be enforceable contracts.
- d. Provisions must be imposed by Deed restrictions, covenants running with the land, or other mechanisms approved by HUD.
- e. Useful Life restrictions may terminate upon foreclosure by a lender or transfer in lieu of foreclosure by a lender and/or death.

The agreement may contain a schedule outlining a payback of a decreasing balance of assistance on a percentage of equity over the useful life that would have to be reimbursed to the program if a subsequent occupant is not Low-Income Native American.

III. Affordability Period

IHBG funds invested in a unit through development or rehab (including acquisition and down payment assistance) has a certain period of time the property must remain available to Low-Income Native American families. The Affordability Period is the period of time a unit must remain available only to Low-Income Native American persons or families. This is also considered the “useful life” of a property.

Estimates for standards are developed by experience in past year and considering extent of performance improvement projected for the next year.

The following work has been planned by the TDHE:

1. Service Requests (Includes Emergencies):

The work standard will be 1 hour per service request. A three-year average indicates that the TDHE receives 4,856 requests from residents per year. The TDHE anticipates that the number of service requests will be reduced with Preventive Maintenance (PM). Since the PM program is just starting, the TDHE plans to address the annual average of requests for service.

2. Preventive Maintenance (Interior) - Units:

1,190 occupied units will be inspected and all preventive maintenance performed in each unit annually. NOTE: 160 vacant units will receive credit for preventive maintenance upon completion of turnover maintenance and passing PM inspection. This will accomplish PM in all 1,350 TDHE units annually.

3. Turnover Maintenance:

The work standard will be 30.5 hours per unit. Of the 1,350 total units, the TDHE estimates that 160 units will be turned over in the year. During the turnover process, PM will be performed in each vacant unit. The remaining 1,190 units will be scheduled for PM during the year per number 2 above.

4. PM Building/Major Systems:

The standard will be 13 hours per building. All 283 buildings will be scheduled to receive specific PM during the year including necessary landscaping activities. Major systems will be inspected and PM performed according to manufacturer recommendations and industry standards.

5. Janitorial Maintenance:

The standard will be 15 hours per day. All sites will receive daily policing for paper and debris.

6. Interior Cycle Painting:

The standard of time will be 20 hours per unit. 20 % of the units will be scheduled to receive interior painting. Interiors painted at the time of turnover will be included in this goal.

7. Interior Building Maintenance:

The standard of time will be 96 hours per building interior. 20% of the buildings' common areas (public halls, stairwells, stairs, railings, windows; floors lighting, etc.) will be scheduled for PM during the year.

8. Seasonal Maintenance:

Grass cutting will be performed April through September by part time employees (adjust for different climates to address snow removal, etc.) The standard will be 11 hours per site. Grass on all sites will be cut during the months of April through September on a scheduled basis. (Adjust the AFMP to incorporate other seasonal work. such as snow removal)

NOTE: There are 120 work days in 6 months. If grass is to be cut on a ten-day cycle, then in 6 months it will be cut 12 times. 12 times multiplied by 12 hours per site times 14 sites times 1.5 employees = 3,024 total hours allocated. 3,024 hours divided by 6 months = 504hours per month (April. through September)

RAYMOND JAMES TAX CREDIT FUNDS
WHITE BIRD HOUSING - LAPWAI, ID
Rehabilitation Reserve Analysis

I. Existing Partnership Liabilities

All existing liabilities will be satisfied prior to acquisition closing.

II. Property Taxes and Reserve Account Balance

The project's tax reserve account balance is equal to the real estate tax liability. The project's estimated replacement reserve balance upon completion of the scheduled rehabilitation work is \$0.

III. Rehabilitation of Key Items

The White Bird housing development was built in 1976. The major building components which are not scheduled for replacement during the rehabilitation process have estimated remaining lives of 4 to 6 years. Based on our analysis of the attached schedule, sufficient funds will be available in the partnership's replacement reserve account to complete all required repairs in subsequent years.

Analysis of Projected Repair Costs:

<u>Estimated Costs of Repairs (Operating Yr 6)</u>	
Selective Flooring Replacement	\$ 19,250
Selective Appliance Replacement	9,500
Selective Water Heaters	7,500
Selective Casework	<u>11,500</u>
Total Cost of Repairs (Operating Yrs. 1-6)	\$ 47,750

Analysis of Replacement Reserves:

Annual Transfer to Reserves	\$ 9,000
MULTIPLIED BY: 6 years of Operations	<u>6</u>
	\$ 54,000
PLUS: Beginning Balance	\$ 0
Total Reserve Balance at year 6	\$ 54,000
Less Repairs	<u>47,750</u>
Residual Reserve balance at year 6	\$ 6,250
Plus 4 years Reserves (\$9,000 x 4)	36,000
Total Reserve Balance at year 10	\$ 42,250

Selective items listed below are not scheduled for repair or replacement during the rehabilitation process.

Ranges & Hoods	\$ 525/unit
Water Heaters	275/unit
Smoke Detectors	125/unit
Bath/Plumbing Fixtures	<u>750/unit</u>
	\$1,675/unit

These items will be repaired or replaced as necessary as units turnover. The project budget includes \$300/unit/year for maintenance expenses. This amount should be adequate to fund repairs to these items as they become necessary. Sufficient replacement reserve funds should be available to cover any maintenance expense shortfall. It is highly unlikely, however, that these components in all 30 units will require replacement.

It is reasonable to assume that the following items will not require substantial replacement during the upcoming 15 years:

- Roofing/ Accessories
- Site Lighting
- Siding
- Electrical Wiring
- Insulation
- Windows
- Doors
- Site Lighting
- Central HVAC

IV. Shaman Site Inspection Findings

Shaman Architecture & Planning, Inc. conducted an independent on-site evaluation of White Bird Housing Development on 10/17/01. Based on our observations, the property is in good condition. Existing roofing materials show visible signs of deterioration or wear and need replacing. Landscaping, building exteriors and parking areas appeared to be in good condition. For additional information regarding our recent site evaluation, please refer to the Needs Assessment List included herein.

V. Conclusions

Based on our independent observations and the above referenced replacement reserve evaluation, we conclude that the planned rehabilitation is sufficient to place the property in a highly marketable condition. Adequate replacement reserves should be available to make all repairs and/or improvements as necessary.

WORLEY HOUSING PROJECT
5- YEAR PROJECTED NON-ROUTINE MAINTENANCE COST

MAINTENANCE OPERATION COST	ANNUAL COST PER UNIT					NOTES	CHG TO TENANT	CHG TO MAINT
	1ST -YEAR	2ND -YEAR*	3RD- YEAR*	4TH- YEAR*	5TH- YEAR*			
WAGES**	1,248.00	1,285.44	1,324.00	1,363.72	1,404.63			1248
DOORS	75.00	78.75	82.69	86.82	91.16	REPLACE DAMAGED DOORS	75.00	750
ELECTRICAL	25.00	26.25	27.56	28.94	30.39	RESET GFCI / REPLACE BROKEN COVERS	25.00	
FLOORING	75.00	78.75	82.69	86.82	91.16	CLEAN AND REPLACE	75.00	
HVAC	25.00	26.25	27.56	28.94	30.39	CHANGE FILTERS REPLACE THERMOSTATS		25.00
INSPECTIONS	150.00	157.50	165.38	173.64	182.33	MONTHLY INSPECTIONS		150.00
LOCKS	25.00	26.25	27.56	28.94	30.39	REPLACE LOST KEYS CHANGE LOCKS	25.00	
PAINT / EXTERIOR	0.00	0.00	0.00	0.00	0.00	TOUCH UP PAINT		0.00
PAINT / INTERIOR	40.00	42.00	44.10	46.31	48.62	TOUCH UP PAINT RE-PAINT	40.00	
PLUMBING	45.00	47.25	49.61	52.09	54.70	PLUGGED TOILETS FAUCET DRIPS	45.00	
ROOFING & GUTTER	75.00	78.75	82.69	86.82	91.16	CLEAN GUTTERS		75
SIDING	0.00	0.00	0.00	0.00	0.00	CLEAN SIDING CAULK JOINTS		0
SMOKE DETECTORS	15.00	15.75	16.54	17.36	18.23	NEW BATTERIES	15.00	
SPRINKLERS	130.00	136.50	143.33	150.49	158.02	BLOW OUT /WINTER BACK FLOW DEVICE CERT		130.00
WINDOW COVERING	60.00	63.00	66.15	69.46	72.93	CLEAN BLINDS REPLACE DAMAGED	60	
WINDOWS	0.00	0.00	0.00	0.00	0.00	REPLACE DAMAGED REPLACE SCREENS		
LAWN CARE	900.00	945.00	992.25	1,041.86	1,093.96	MOW LAWNS WEEKLY FERTILIZE		900
PEST CONTROL	600.00	630.00	661.50	694.58	729.30	ORKIN PEST-MONTHLY		600
FENCING	50.00	52.50	55.13	57.88	60.78	REPLACE BROKEN OR WARPED BOARDS	50	
CLEANING	80.00	84.00	88.20	92.61	97.24	CLEAN AFTER MOVE OUTS	80	
TOTAL	\$3,618.00	\$3,773.94	\$3,936.93	\$4,107.29	\$4,285.38		490.00	1,880.00 18800
ALL UNITS	\$36,180.00	\$37,739.40	\$39,369.28	\$41,072.95	\$42,853.85			
MONTHLY COST	\$3,015.00	\$3,144.95	\$3,280.77	\$3,422.75	\$3,571.15			

*Includes 5% inflation factor for all items except Wages.

**Includes 3% inflation factor for Wages.

THE INCREASE AT THE FIFTH YEAR IS DUE TO ESTIMATED REPLACEMENT COST OF CARPET, PAINT, WINDOW-COVERINGS, AND PLUMBING FIXTURES. (GARBAGE DISPOSALS, FAUCET AND SHOWER CARTRIDGES.)

SERVICE WORK ON THE HVAC UNITS, WATER HEATERS, AND LIGHTING FIXTURES.

ALSO AT THE FIFTH YEAR THE SIDING AND FENCING WILL REQUIRE SOME STANDARD MAINTENANCE SUCH AS CAULKING, TOUCH UP PAINT, STAINING AND REPLACEMENT OF DAMAGED OR WARPED FENCE BOARDS.

**WORLEY HOUSING PROJECT
10 TO 20 YEAR REPLACEMENT ITEMS**

	10 YEAR			SCHEDULE REPLACEMEN	20 YEAR		
	YES	NO	PARTIAL	YES	NO	PARTIAL	
APPLIANCES	X				X		
DOORS	X				X		
ELECTRICAL			X				X
FLOORING	X				X		
HVAC		X					X
LOCKS			X		X		
PAINT / EXTERIOR	X				X		
PAINT / INTERIOR	X				X		
PLUMBING / FIXTURES	X				X		
ROOFING		X			X		
SIDING		X					X
SMOKE DETECTORS	X				X		
SPRINKLERS			X				X
WINDOW COVERINGS	X				X		
WINDOWS		X					X
FENCES			X		X		
WATER HEATERS		X			X		
GARBAGE DISPOSAL	X				X		
GARAGE DOORS			X		X		
GARAGE DOOR OPENERS	X						
GUTTERS			X		X		
WASHER / DRYERS			X		X		

**HOUSING MANAGEMENT
AND
MARKETING PLAN
2009**

**Coeur d'Alene Tribal Housing Authority
(CDTHA)**

A. TARGET MARKET	3
B. HOUSING MARKETING PLAN	3
C. APPLICATIONS	3
Maintaining	3
Recertification Procedure:	4
D. SCREENING PROCEDURE	4
E. SELECTION	4
F. LEASE	5
G. RENT CALCULATION	6
H. RENT COLLECTION	6
Monthly Rent Statement:	6
Security Deposits:	6
Rent Increases:.....	6
Late Payments:.....	7
Damages.....	7
I. RECERTIFICATION	7
J. LEASE ENFORCEMENT	7
Rules.....	7
Consequences	7
Appeals	7
Documentation	7
K. UTILITIES	8
L. MAINTENANCE PLAN	8
Maintenance Priorities	8
M. INSPECTIONS	11
Move-In Inspection	11
Move-Out Inspection	12
Inspection Documentation	12
N. VACANCIES	13
O. SECURITY	13
Resident Watch.....	13
Applicant Screening.....	13
P. MOS	13
Software.....	13
Applications.....	13
Reports	13
Q. SUMMARY OF TYPICAL INSPECTION TASKS	14

HOUSING MANAGEMENT AND MARKETING PLAN

Coeur d'Alene Tribal Housing Authority (CDTHA)

This Management Plan, though mindful that there are tenants who will want to eventually become homeowners, has been prepared in compliance with the CDTHA's Policies. This Management Plan has been written with the intention of providing a basis for others to gain insight into the CDTHA property management operations and the services that are provided to its tenants to enable them to responsibly meet their housing obligations.

A. TARGET MARKET

Coeur d'Alene Tribal Members 21 Years Plus

Other Applicable Special Criteria – needs to be identified by Council

B. HOUSING MARKETING PLAN

The CDTHA will utilize its existing waiting list from which to provide a preference for families seeking to rent units developed by the CDTHA or by the Coeur d'Alene Tribe. The following means will be used to notify families of the availability of rentals:

- Newsletter
- Flyers
- CDT Newspaper
- Internet
- Survey results
- Homebuyer Education Classes

Active marketing has begun.

C. APPLICATIONS

Maintaining:

Applications will be certified eligible and kept on file for a period of one year from the date of receipt. After one year, applicants will be notified by mail to update their application and be re-certified. Applicants will need to be re-certified, prior to move-in if the original certification is older than 90 days. Verification and certification of income shall be submitted with the initial application.

Purging:

Applicants who do not respond to correspondence regarding updating their application within 15 days of notice will be purged from the waiting list.

Recertification Procedure:

Those applicants who are purged shall complete a new application and be screened before being placed back on the waiting list. The new date of application will be one criteria used to determine eligibility.

D. SCREENING PROCEDURE

Screening of applicants will be performed by the CDTHA Housing Opportunity Services staff which considers at least the following:

- Criminal Background Check
- Landlord References
- Income sufficient to pay the rent and all utilities
- Credit/Debt
- Current Living Conditions

The form of application and screening questions are included as ATTACHMENT A.

E. SELECTION

Initially, an applicant has completed a preliminary application which provides sufficient information to be placed on the Waiting List. Waiting List applicants may update their information in writing at any time. When an appropriate unit becomes available, the top applicants are notified of preselection and the need to complete the formal application so that all information is current. Formal verification begins when a formal application is completed. During the verification process, the CDTHA staff will determine if the applicant meets the qualifications for the specific program. In preselecting participants, staff will take into consideration the following factors:

- Completion of the 12 hour Homebuyer/Tenant Education Class;
- Specific program requirements, preferences and priorities;
- Income targeting;
- Program set-asides;
- Applicant screening criteria;
- Occupancy requirements;
- Residency preferences;
- Previously assisted; and
- Credit

Orientation:

Families selected for participation in a specific project will receive an orientation which will include the signing of the lease, a packet of information on Resident Services, and a copy of the applicable policies. Maintenance requests and work order procedures will be reviewed and included in the orientation package.

F. LEASE

Our rental lease (ATTACHMENT B) includes the following provisions:

Use of the Premises

Term

Approved Occupants

Applicable Policies

Grievance and Appeals

Tenant & Landlord Responsibilities

Maintenance

Fees

Deposit requirements

Inspections

Termination

Eviction

Recertification

Income Eligibility

Term

Rules Regarding Pets, Vehicles, Abandonment, Unauthorized Occupants

Note: It may be amended to comply with the funding program requirements.

Other provisions of the standard lease that requires emphasis are listed below:

1. No Tolerance of Substance Abuse

Abuse of drugs and alcohol will not be tolerated. A single complaint by neighbors, or a police visit will necessitate a meeting with the Occupancy Specialist.

2. School Age Children to Remain in Good Standing

Tenants with school-aged children shall be required to keep their children in school and in good standing with the school through high school.

3. Neighbor Relations

Tenants shall maintain good neighbor relations with other tenants in the project. Problems with other tenants in the project shall be brought to the attention of the Occupancy Specialist for resolution. Tenants shall avoid allowing problems with other tenants to grow into insurmountable obstacles to the rights and enjoyment of tenancy of others.

4. Regular and Timely Communication with the CDTHA

Tenants shall maintain regular and timely communication with the CDTHA regarding general conditions and management of the units.

5. Successful Completion of Homeownership Training Workshop

As a part of the project it is expected that each tenant family will attend the workshops on homeownership and maintenance to be conducted by the CDTHA.

6. Amendments

Project specific requirements not included in the standard lease will be added by Amendments.

G. RENT CALCULATION

Methodology:

Rent is calculated according to the funding source requirements and the operational requirements of the CDTHA. The CDTHA is equipped to collect rent payments, mortgage loan payments, and payments under a lease/purchase program.

Rentals -

Rents will be charged in amounts sufficient to cover all expenses associated with the operational costs for managing the property, plus reserves for future non-routine maintenance.

Single Family Homes -

Options for charges are as follows:

- Rental charge
- 3-year lease purchase program
- Sale using the 184 Guaranteed Loan Program

H. RENT COLLECTION

Monthly Rent Statement:

Monthly payment (rent) statements shall be sent to the tenant stating the payment amount, due date for payment, and any outstanding amount in arrears. This statement will be sent merely as a courtesy. Rent will be due on the 1st of each month whether or not a statement has been received by the tenant.

Security Deposits:

The Security Deposit shall be set at \$500.

Rent Increases:

Increases in rent shall only reflect actual and extraordinary increases in operating expenses, and shall require management to give 30 days notice to tenants before the increase shall take effect.

Late Payments:

Rent amounts shall be considered late if they are made after the due date. A late fee of \$15 is automatically assessed for payments made after the 10th of the month.

Damages:

Tenants shall be expected to pay reasonable charges for the repair of damages, other than normal wear and tear to the housing unit, premises, or common areas caused by the tenant and/or his guests or to repair such damages as required under the lease in a manner consistent with the high standards of the CDTHA and consistent with building codes and standards.

I. RECERTIFICATION

Assumption 1: If a flat rental rate is established, there will be no interim recertifications. Tribal Council must decide if a flat rate is appropriate.

Assumption 2: Rent is calculated based on income; consequently recertifications will apply. Tribal Council must decide. Recertification will occur no later than 30 days prior to the first day of the month in which the occupancy anniversary date occurs. Re-certification of income may occur more frequently if the tenant income changes substantially. Failure to provide the required information shall be grounds for termination and eviction.

J. LEASE ENFORCEMENT**Rules:**

The CDTHA shall promulgate reasonable policies and procedures which promote the convenience, safety, and welfare of the tenants in the use and occupancy of the housing units, premises, and common areas.

Consequences:

Infractions of the Rules of Occupancy shall carry consequences, which have the effect of discouraging future occurrence of violations of the rules. These consequences shall be firm and of sufficient efficacy, but not to be excessive in their penalty.

Appeals:

Request for an Informal Hearing may be made to the Executive Director. A complainant may formally appeal the decision of the Executive Director to the Board of Commissioners. Decisions of the Board of Commissioners shall be final.

Documentation:

CDTHA staff shall document any infraction of the rules by a tenant, in writing and forward correspondence to the tenant informing them of the infraction, the

consequences, and the appellate process. Records of the infraction and all correspondence related to the infraction shall be kept in the Tenant File.

K. UTILITIES

CDTHA requires that all tenants shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, gas and electric charges, etc. Promptly upon execution of a Lease Agreement, the tenant shall furnish to the CDTHA evidence that all arrangements with the proper utility companies for commencing services in the tenant's name have been completed.

L. MAINTENANCE PLAN

One of the guiding principles of the CDTHA is that the primary responsibility for maintenance of the units will be the tenants themselves, with only routine or emergency assistance from the CDTHA.

It is our anticipation a new project will experience minimal utilization of our maintenance capability because of the following:

- All new tenants must complete the Homebuyer/Tenant Education class of 12 hours.
- The CDTHA requires monthly inspections for new tenants until they graduate to annual.
- The CDTHA will conduct bimonthly exterior inspections and follow-up with the following:
 - A letter is sent notifying the tenant of areas to correct;
 - If there is no response, CDTHA maintenance staff will make the corrections and charge the tenant accordingly.

CDTHA has the capacity to respond to situations in which families fail to take full responsibility for maintenance and upkeep. Also, the CDTHA will maintain the Reserve for Replacement.

Maintenance Priorities:

- 1) **Emergencies (24 hrs/day):** Emergency maintenance will be limited to those maintenance tasks which pose a threat to the health, safety, or lives of tenants and others and shall include, but not be limited to the following:
 - a) Gas or Oil leaks
 - b) Electrical problems
 - c) Heating system failure
 - d) Sewer vent problems
- 2) **Vacancies:** Within one working day of the vacancy of a unit, which is expected to be a very infrequent occurrence, an inspection shall be made for damages by the

Occupancy Specialist, assisted by the Maintenance Staff. Inspection shall include those repairs necessitated by normal wear and tear, and tenant caused damages. Repairs completed for normal wear and tear shall be completed and documented as to cost of repairs. Repairs completed for tenant caused damages shall be deducted from the damage deposit of previous tenant. If such repairs exceed the amount of the damage deposit, an itemized bill shall be forwarded to the previous tenant's new address for collection.

- 3) **Preventive Maintenance:** A system of preventive maintenance shall be implemented by the Construction/Maintenance Director which will include those items of maintenance which are preventative or curative in nature, so that maintenance costs may be kept to a minimum.
- 4) **Resident Initiated Work Orders:** Residents which require repairs to their housing unit shall contact the CDTHA Maintenance Coordinator to request a work order which will include a description of the work needed and a specific date and time when the maintenance staff will schedule the work. Repairs completed for normal wear and tear shall be completed and documented as to cost of repairs. Repairs completed for tenant-caused damages shall be billed to the tenant and added as a part of rent.
- 5) **Resident Maintenance Program:** Certain items of maintenance will be expected to be completed by the tenant. These items include maintaining the housing units in a clean condition, (i.e. walls, floors, carpets, switch plates, plumbing fixtures, siding, doors, windows, etc.). Detailed housekeeping standards are included in the standard Lease Agreement as a guide (ATTACHMENT B).
- 6) **Landscaping:**
 - The CDTHA requires all residents to keep all landscaping mowed, trimmed, watered, and due to fire hazard, weeded and well maintained within their leased premises. If landscaping is not properly maintained and has reached 6 inches, the CDTHA reserves the right to perform whatever landscape maintenance may be required and charge the Resident. Notice is sent to remind tenants of this obligation.
 - The CDTHA will be responsible for maintaining the grounds for the housing project. This will include mowing the lawn, caring for the sprinkler system, etc. The rent amount will be established to cover these costs.
 - The installation of fencing is subject to approval by the CDTHA. A request with sufficient information must be made to the CDTHA before a decision can be made by the CDTHA. Fencing is not permitted between the street and the front of the home if it blocks visibility for auto traffic. All homes will be fenced in a similar design upon CDTHA approval.

- Barbed wire, electrical fencing or any type that could be hazardous is prohibited.
- 7) **Joint Maintenance Planning with Residents:** Residents, through participation in the Maintenance Counseling Classes, shall have primary responsibility for their input into CDTHA maintenance planning.

M. INSPECTIONS

Move-In Inspection:

At initial occupancy of each unit, the CDTHA Occupancy Inspector, with the assistance of the Housing Counselor shall, jointly with the tenant, inspect the unit. Deficiencies shall be noted, and both parties shall agree on corrective actions to be taken by management.

- Frequency: Inspections will be conducted ***at least*** annually to ensure that the tenant is meeting the responsibility for providing routine and non-routine maintenance.
 1. New Tenants
 - a. Schedule monthly inspections for at least the next three months and mandatory attendance at the maintenance counseling class.
 - b. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every 3 months.
 - c. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every 6 months.
 - d. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every year.
 2. Existing Tenants
 - a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the tenant is meeting his maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
 - b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the CDTHA will prescribe a schedule accordingly.
 - c. Upon a serious finding of non-compliance, terminate or follow procedure for new tenants.
- Corrective Action: Non-compliance issues may warrant immediate termination of assistance and a notice to vacate. Any item that is found to be missing or in need of repair, whether intentional or unintentional, is to be repaired or replaced at the tenant's expense. The following procedures will be followed for correcting housekeeping or tenant damage issues:
 1. A letter will be sent to the tenant indicating the corrective action the resident needs to make within a set time frame. The tenant will also be notified that the CDTHA will make the repair and charge the resident directly.

2. The CDTHA reinspects and verifies that repair has been made and no further action may be necessary. If the resident fails to make the repair, then the CDTHA will proceed to the next step.

3. A work order is issued and the CDTHA proceeds to make arrangements for the repairs to be made with labor and materials charged to the resident. Inspections of the unit are then scheduled in accordance with the need as determined by the CDTHA.

Move-Out Inspection:

In the event of vacancies, the Occupancy Specialist, with the assistance of the Maintenance Staff shall, jointly with the outgoing tenant, inspect the unit to determine any damage beyond normal wear and tear and to assess charges against the security deposit.

Inspection Documentation:

A comprehensive Inspection Form has been designed to ensure that all systems are in working order. A summary of the items considered include:

- **Units:**
 - a) Interior, including walls, ceilings, doors, windows, appliances, floors coverings,
 - b) Exterior, including windows, doors, siding, gutters, downspouts, roofs, and faucets.

- **Systems:**
 - c) Heating; including furnace, filters, ducts.
 - d) Electrical; including outlets, switches, fixtures.
 - e) Plumbing; including faucets, drains, leaks, hot water heater.

- **Grounds:**
 - f) Including insuring proper disposal of any ashes, garbage, junk, rubbish, and abandoned vehicles, and the proper upkeep of lawns, plantings, and common areas.
 - g) Crawl space.

- **Housekeeping:**
 - h) General Cleanliness
 - i) Appliances
 - j) Floors
 - k) Walls
 - l) Bathrooms
 - m) Sinks
 - n) Conditions for Mildew

N. VACANCIES

Turnaround:

Upon the creation of a vacancy, and after an inspection has been performed and the unit is undergoing preparation for occupancy, the Occupancy Specialist shall notify the next applicant on the waiting list. The Housing Manager shall insure that preparation of the unit takes place in a timely manner, to avoid excessive costs incurred to the rent reserve. The applicant will have no more than a maximum of 30 days to occupy the unit. The Occupancy Specialist shall cause a lease agreement between the applicant and the CDTHA to be executed, and give the applicant an orientation prior to occupancy after verifying that the applicant satisfies all requirements.

O. SECURITY

Resident Watch:

Coeur d'Alene Tribal Police will work with tenants to establish a "Block Watch" which would include keeping their eyes on the street, calling police about suspicious behavior, providing safe haven to each other in times of need, and generally maintaining a level of alertness in the neighborhood. This will be a new program and the CDTHA will support the efforts of the Tribal Police to include all residents. Residents will be given information on observation techniques in order to assist police to the fullest extent possible.

Applicant Screening:

Applicants will be screened for criminal records in accordance with the CDTHA Background Check Policy (ATTACHMENT C).

P. MOS

Software:

Presently, CDTHA uses an automated program titled, Housing Data Systems (HDS). HDS is a housing management application that is comprised of nine fully integrated software modules including, tenant account receivables, waiting list, work orders, inventory, asset management, application intake, rent and loan calculations.

Applications:

A separate file shall be maintained on each individual applicant including application, income verification, lease agreement inspection reports, correspondences and notices. These records shall be kept for a period of 3 years after the tenant moves out of the unit.

Reports:

Project reports shall be the responsibility of the Executive Director. Quarterly reports shall be made to the CDTHA's Board of Commissioners, and annually to the CDT Tribal Council as required by the Housing Ordinance. Reports to providers of loans, equity, and subsequent subsidies shall be made on any necessary forms and in accordance with reasonable timelines specified by these providers. Maintenance Cost and other reports may be shared with the tenants and the community to enable tenants to gain a broader understanding of conditions of the project and to gain a level of self-confidence. Other reports include:

- Statement of Revenues & Expenses (Prepared by CDTHA Accountant)
- Monthly Operating Statements (Prepared by CDTHA Accountant)
- Project Work Order Summary Report
- Narrative Report on Project in General
- Changes in Residency
- Year End Report

Q. SUMMARY OF TYPICAL INSPECTION TASKS

1) Daily Tasks:

- a) Be Observant
- b) Be Available for Resident Complaints/Input

2) Weekly Tasks:

- a) Drive By all Units and Make "Windshield Survey"
- b) In the event of visible problems notify appropriate CDTHA staff
- c) Note Condition of Units, including Grounds, Buildings, Driveways, etc.
- d) Written Report of Week's Observations, Reports of Problems, etc.
- e) Schedule Inspections of Units
- f) CDTHA Personnel, accompanied by Tenants, will conduct Inspections of Scheduled Units.

3) Monthly Tasks:

- a) CDTHA Personnel, accompanied by Tenants, will conduct Monthly Inspections on a Monthly Schedule
- b) At least once a month in-person, telephonically, or in writing contact all Tenants regarding concerns, issues, maintenance priorities, etc. as applicable.
- c) Meet to discuss management of units.
- d) Prepare Monthly Summary Reports

4) Quarterly Tasks

- a) Conduct Quarterly Inspections for Tenants Passing Monthly Inspections
- b) Prepare Quarterly Summary Reports

Occupancy Specialist, assisted by the Maintenance Staff. Inspection shall include those repairs necessitated by normal wear and tear, and tenant caused damages. Repairs completed for normal wear and tear shall be completed and documented as to cost of repairs. Repairs completed for tenant caused damages shall be deducted from the damage deposit of previous tenant. If such repairs exceed the amount of the damage deposit, an itemized bill shall be forwarded to the previous tenant's new address for collection.

- 3) **Preventive Maintenance:** A system of preventive maintenance shall be implemented by the Construction/Maintenance Director which will include those items of maintenance which are preventative or curative in nature, so that maintenance costs may be kept to a minimum.
- 4) **Resident Initiated Work Orders:** Residents which require repairs to their housing unit shall contact the CDTHA Maintenance Coordinator to request a work order which will include a description of the work needed and a specific date and time when the maintenance staff will schedule the work. Repairs completed for normal wear and tear shall be completed and documented as to cost of repairs. Repairs completed for tenant-caused damages shall be billed to the tenant and added as a part of rent.
- 5) **Resident Maintenance Program:** Certain items of maintenance will be expected to be completed by the tenant. These items include maintaining the housing units in a clean condition, (i.e. walls, floors, carpets, switch plates, plumbing fixtures, siding, doors, windows, etc.). Detailed housekeeping standards are included in the standard Lease Agreement as a guide (ATTACHMENT B).
- 6) **Landscaping:**
 - The CDTHA requires all residents to keep all landscaping mowed, trimmed, watered, and due to fire hazard, weeded and well maintained within their leased premises. If landscaping is not properly maintained and has reached 6 inches, the CDTHA reserves the right to perform whatever landscape maintenance may be required and charge the Resident. Notice is sent to remind tenants of this obligation.
 - The CDTHA will be responsible for maintaining the grounds for the housing project. This will include mowing the lawn, caring for the sprinkler system, etc. The rent amount will be established to cover these costs.
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- Barbed wire, electrical fencing or any type that could be hazardous is prohibited.
- 7) **Joint Maintenance Planning with Residents:** Residents, through participation in the Maintenance Counseling Classes, shall have primary responsibility for their input into CDTHA maintenance planning.

M. INSPECTIONS

Move-In Inspection:

At initial occupancy of each unit, the CDTHA Occupancy Inspector, with the assistance of the Housing Counselor shall, jointly with the tenant, inspect the unit. Deficiencies shall be noted, and both parties shall agree on corrective actions to be taken by management.

- Frequency: Inspections will be conducted ***at least*** annually to ensure that the tenant is meeting the responsibility for providing routine and non-routine maintenance.
 1. New Tenants
 - a. Schedule monthly inspections for at least the next three months and mandatory attendance at the maintenance counseling class.
 - b. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every 3 months.
 - c. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every 6 months.
 - d. Upon a satisfactory determination that the tenant is meeting his maintenance obligations, schedule inspections every year.
 2. Existing Tenants
 - a. Schedule a regular inspection at least annually. Upon a satisfactory determination that the tenant is meeting his maintenance obligations and is in compliance with the terms of the lease, schedule the next inspection for next year.
 - b. Upon a dissatisfactory determination, apply appropriate level of scheduled inspections to ensure that corrected action has been taken. Depending on the severity, the CDTHA will prescribe a schedule accordingly.
 - c. Upon a serious finding of non-compliance, terminate or follow procedure for new tenants.
- Corrective Action: Non-compliance issues may warrant immediate termination of assistance and a notice to vacate. Any item that is found to be missing or in need of repair, whether intentional or unintentional, is to be repaired or replaced at the tenant's expense. The following procedures will be followed for correcting housekeeping or tenant damage issues:
 1. A letter will be sent to the tenant indicating the corrective action the resident needs to make within a set time frame. The tenant will also be notified that the CDTHA will make the repair and charge the resident directly.

2. The CDTHA reinspects and verifies that repair has been made and no further action may be necessary. If the resident fails to make the repair, then the CDTHA will proceed to the next step.

3. A work order is issued and the CDTHA proceeds to make arrangements for the repairs to be made with labor and materials charged to the resident. Inspections of the unit are then scheduled in accordance with the need as determined by the CDTHA.

Move-Out Inspection:

In the event of vacancies, the Occupancy Specialist, with the assistance of the Maintenance Staff shall, jointly with the outgoing tenant, inspect the unit to determine any damage beyond normal wear and tear and to assess charges against the security deposit.

Inspection Documentation:

A comprehensive Inspection Form has been designed to ensure that all systems are in working order. A summary of the items considered include:

- **Units:**
 - a) Interior, including walls, ceilings, doors, windows, appliances, floors coverings,
 - b) Exterior, including windows, doors, siding, gutters, downspouts, roofs, and faucets.

- **Systems:**
 - c) Heating; including furnace, filters, ducts.
 - d) Electrical; including outlets, switches, fixtures.
 - e) Plumbing; including faucets, drains, leaks, hot water heater.

- **Grounds:**
 - f) Including insuring proper disposal of any ashes, garbage, junk, rubbish, and abandoned vehicles, and the proper upkeep of lawns, plantings, and common areas.
 - g) Crawl space.

- **Housekeeping:**
 - h) General Cleanliness
 - i) Appliances
 - j) Floors
 - k) Walls
 - l) Bathrooms
 - m) Sinks
 - n) Conditions for Mildew

N. VACANCIES

Turnaround:

Upon the creation of a vacancy, and after an inspection has been performed and the unit is undergoing preparation for occupancy, the Occupancy Specialist shall notify the next applicant on the waiting list. The Housing Manager shall insure that preparation of the unit takes place in a timely manner, to avoid excessive costs incurred to the rent reserve. The applicant will have no more than a maximum of 30 days to occupy the unit. The Occupancy Specialist shall cause a lease agreement between the applicant and the CDTHA to be executed, and give the applicant an orientation prior to occupancy after verifying that the applicant satisfies all requirements.

O. SECURITY

Resident Watch:

Coeur d'Alene Tribal Police will work with tenants to establish a "Block Watch" which would include keeping their eyes on the street, calling police about suspicious behavior, providing safe haven to each other in times of need, and generally maintaining a level of alertness in the neighborhood. This will be a new program and the CDTHA will support the efforts of the Tribal Police to include all residents. Residents will be given information on observation techniques in order to assist police to the fullest extent possible.

Applicant Screening:

Applicants will be screened for criminal records in accordance with the CDTHA Background Check Policy (ATTACHMENT C).

P. MOS

Software:

Presently, CDTHA uses an automated program titled, Housing Data Systems (HDS). HDS is a housing management application that is comprised of nine fully integrated software modules including, tenant account receivables, waiting list, work orders, inventory, asset management, application intake, rent and loan calculations.

Applications:

A separate file shall be maintained on each individual applicant including application, income verification, lease agreement inspection reports, correspondences and notices. These records shall be kept for a period of 3 years after the tenant moves out of the unit.

Reports:

Project reports shall be the responsibility of the Executive Director. Quarterly reports shall be made to the CDTHA's Board of Commissioners, and annually to the CDT Tribal Council as required by the Housing Ordinance. Reports to providers of loans, equity, and subsequent subsidies shall be made on any necessary forms and in accordance with reasonable timelines specified by these providers. Maintenance Cost and other reports may be shared with the tenants and the community to enable tenants to gain a broader understanding of conditions of the project and to gain a level of self-confidence. Other reports include:

- Statement of Revenues & Expenses (Prepared by CDTHA Accountant)
- Monthly Operating Statements (Prepared by CDTHA Accountant)
- Project Work Order Summary Report
- Narrative Report on Project in General
- Changes in Residency
- Year End Report

Q. SUMMARY OF TYPICAL INSPECTION TASKS

1) Daily Tasks:

- a) Be Observant
- b) Be Available for Resident Complaints/Input

2) Weekly Tasks:

- a) Drive By all Units and Make "Windshield Survey"
- b) In the event of visible problems notify appropriate CDTHA staff
- c) Note Condition of Units, including Grounds, Buildings, Driveways, etc.
- d) Written Report of Week's Observations, Reports of Problems, etc.
- e) Schedule Inspections of Units
- f) CDTHA Personnel, accompanied by Tenants, will conduct Inspections of Scheduled Units.

3) Monthly Tasks:

- a) CDTHA Personnel, accompanied by Tenants, will conduct Monthly Inspections on a Monthly Schedule
- b) At least once a month in-person, telephonically, or in writing contact all Tenants regarding concerns, issues, maintenance priorities, etc. as applicable.
- c) Meet to discuss management of units.
- d) Prepare Monthly Summary Reports

4) Quarterly Tasks

- a) Conduct Quarterly Inspections for Tenants Passing Monthly Inspections
- b) Prepare Quarterly Summary Reports

3. Confidentiality of criminal conviction information.

- a. The CDTHA will keep all the criminal conviction record information it receives from the official law enforcement agencies listed in files separate from all other housing records.
- b. These criminal conviction records will be kept under lock and key and be under the custody and control of the CDTHA's Executive Director and/or his designee for such records.
- c. These criminal conviction records may only be accessed with the written permission of the CDTHA's Executive Director and/or his designee and are only to be used for the purposes stated in Section 208 of NAHASDA.

The following could be substituted for Items A, 1-3 on page 1 of this document.

- A. Felony convictions.
- B. Withheld judgments for felonies.
- C. Other plea agreements to felony convictions.
- D. Sexual assault, rape, indecent exposure, lewd and lascivious behavior, or any crime involving non-consensual sexual conduct committed at any time.
- E. Child abuse, sexual exploitation of children, child abduction, child neglect, contributing to the delinquency or neglect of a child, enticing a child for immoral purposes, exposing a minor to pornography or other harmful materials, incest, or any other crime involving children as victims or participants committed at any time.
- F. Homicide committed at any time.
- G. Any charge related to illegal drugs such as (but not limited to) possession of drugs or paraphernalia, or trafficking.
- H. Abuse, exploitation or neglect of a vulnerable adult (disabled or elderly) committed at any time.
- I. Assault or Battery.
- J. Misdemeanor theft committed during the last 5 years or grand theft committed during the previous seven years.

Attachment C: Background Check Policy

FINALIZED BACKGROUND CHECK POLICY

Policy: Criminal background checks will be done on all applicants for CDTHA housing. Background checks for tenant screening should include a criminal background check with a criminal record search and an eviction report.

A. Criteria: The following criteria shall be used as a guide in disqualifying an individual for placement on the CDTHA Waiting List.

1. Anyone who ever was convicted, has been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses:
 - a. Any crimes against children
 - b. Any felony involving violence
 - c. Any sexual offense
 - d. Any drug related offense
2. In addition, the following offenses will disqualify an applicant if they have been convicted, have been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses within the past ten (10) years:
 - a. Any felony
 - b. Any crimes of moral turpitude
 - c. More than one offense for driving while impaired
3. In addition, the following offenses will disqualify an Applicant if they have been convicted, have been found guilty or entered a plea of guilty or nolo contendere (no contest), regardless of the adjudication for any of the following disqualifying offenses within the past seven (7) years:
 - a. Any misdemeanor offense that may indicate a lack of integrity and/or character of an Applicant.

B. Required Information: The background check will be obtained from the company or source as determined by the Executive Director and will include the following:

1. Social security number and identity verification;
2. Criminal search (10 years) of national, state, county, local and Native American law enforcement entities;
3. Employment verification;
4. Violent Sexual Offender and Predator Registry Search;

5. Office of Inspector General (OIG) List of Excluded Individuals/Entities;
6. General Services Administration (GSA) List of Parties Excluded from Federal Programs; and
7. US Treasury, Office of Foreign Assets Control (OFAC), List of Specially Designated Nationals (SDN).

C. **Assessing Information:** In assessing a record of criminal conviction(s), the decision will be made by assessing the nature and severity of the offense as well as a variety of surrounding facts and circumstances including, but not limited to:

1. the age of the individual at the time of the offense;
2. the number of offenses for which the individual was convicted;
3. the time which has elapsed since the last offense; and
4. whether the circumstances arose out of an employment situation.

D. **Rehabilitation Factors:** Whether the applicant has been sufficiently rehabilitated to warrant public trust, the Executive Director shall consider the following factors in examining whether an applicant has been presumed to be rehabilitated:

1. Completion of probation;
2. Completion of parole supervision;
3. In the case of a felony, not subject to parole supervision, if more than 10 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction; or
4. In the case of a misdemeanor related to finances and moral turpitude and more than 5 years have elapsed after final discharge or release from any term of imprisonment without any subsequent conviction.

E. **Factors Outweighing Rehabilitation:** If any one of the following factors exist, this may outweigh the presumption of rehabilitation:

1. Lack of compliance with terms of punishment (i.e., failure to pay fines or make restitution, violation of the terms of probation or parole);
2. Unwillingness to undergo, or lack of cooperation in, medical or psychiatric treatment/counseling;

3. Falsification of an application with the CDTHA; and
4. Failure to furnish to the CDTHA additional information or failure to appear for a conference with the CDTHA in relation to the Applicant's application.

F. **Inapplicable Records:** The following criminal history records shall not be considered in connection with an application for CDTHA housing assistance:

1. Juvenile adjudications which have been completely resolved and carried no obligation and/or accountability into adulthood;
2. Records of arrest not followed by a conviction;
3. Convictions overturned by a higher court; and
4. Convictions that have been the subject of a pardon or expungement.

Please note in response to the previous situations listed under Section F, applicants may respond on application as if the event(s) had never occurred.

G. **Notice of Denial:** If a determination is made that the Applicant does not qualify, the Applicant shall be notified in writing of the basis of denial and the right to appeal the decision in accordance with the Grievance Section of this Policy.

H. **HUD/NAHASDA Rules and Regulations:** The CDTHA shall be in full compliance with any and all aspects of NAHASDA rules and regulations including, but not limited to the following:

1. Receipt of criminal conviction information on adult applicants or tenants by Indian tribes and TDHEs.
 - a. The National Crime Information Center, police departments, and other law enforcement agencies shall provide criminal conviction information to Indian tribes and TDHEs upon request. Information regarding juveniles shall only be released to the extent such release is authorized by the law of the applicable state, Indian tribe or locality.
 - b. The term "tenants" includes homebuyers who are purchasing a home pursuant to a lease purchase agreement.
2. The CDTHA shall use the criminal conviction information for applicant screening, lease enforcement and eviction actions. The information may be disclosed only to any person who has a job related need for the information and who is an authorized officer, employee, or representative of the CDTHA or the owner of housing assisted under NAHASDA.

Sunrise Acres III Supportive Housing Project
MANAGEMENT PLAN
Akwesasne Housing Authority
Operations & Maintenance, Management, & General
Administration of Sunrise Acres III

The purpose of this Management Plan is to provide guidance to carry out the successful operation and management functions of *Sunrise Acres III Supportive Housing Project* apartments. The property owner and property manager, Akwesasne Housing Authority (hereinafter "AHA") is committed to providing the highest level of professionalism, productivity, and efficiency to the management of the property including minimizing risk and liability, streamlining operations, increasing productivity, and continually improving the quality of all services provided.

1. The Property

The Sunrise Acres III apartments is an 18 unit apartment development that provides affordable income-restricted rental housing located at 378 State Route 37, Hogansburg, New York 13655 (hereinafter the "Project"). The Project is subject to certain regulatory requirements and restrictions imposed by the following funding agencies and their respective programs: New York State Homes and Community Renewal/ Housing Trust Fund Corporation ("HCR/HTFC") HOME Program, New York State Office of Temporary and Disability Assistance/Homeless Housing Assistance Corporation ("OTDA/HHAC") Homeless Housing Assistance Program, New York State Energy Research and Development Agency ("NYSERDA"), the Federal Home Loan Bank of New York ("FHLB NY") Affordable Housing Program, and the U.S. Department of Housing and Urban Development/Native American Housing Assistance and Self Determination Act (HUD/NAHASDA) Indian Housing Block Grant Program, collectively called the "Agencies" and "Programs".

2. Goals

The goals for managing the Sunrise Acres III apartments are to:

- Provide project tenants, visitors, and others with a well-maintained environment that is cost-effective, secure, and comfortable.
- Foster positive relations with the Community at large.
- Utilize sound financial management to maintain the fiscal integrity of the Project.
- Comply with the regulatory provisions imposed by the funding Agencies and respective Programs.

3. Regulatory Compliance

The AHA shall take any action necessary to manage and operate the Project as a qualified low-income housing project in accordance with the terms and provisions of the regulatory requirements imposed by the respective funding Agencies and Programs. The AHA shall

maintain such books and records as required by each of the Agencies and Programs.

AHA does not and has not managed any DHCR supervised projects.

4. Personnel/AHA Management of Project

The AHA will develop and monitor an appropriate staffing schedule with defined responsibilities and corresponding hours of operations. The AHA's Housing Services Manager will act as the property manager for the Project and will be responsible for oversight of the day to day operations. The HS Manager shall monitor the maintenance needs and process work orders as necessary in coordination with the AHA Operations Manager. The HS Manager shall also supervise the AHA's ROSS Service Coordinator, who will be responsible for program delivery and filing of all records for the tenants' admissions, eligibility, and occupancy protocol along with ensuring the individual service planning takes place with the appropriate support service providers. This Coordinator will be the on-call person that will respond to the tenant's ongoing service needs and will coordinate with all of the engaged service providers. The facility maintenance and janitorial responsibilities will be under the direct supervision of the AHA's Operations Manager, who employs several maintenance staff.

Staff employed at the project will be compensated from project funds budgeted for that purpose.

AHA full time staff will be available at the AHA administration offices, which is located in the Sunrise Complex (contiguous to the Project), in order to service the facility and/or needs of the residents from Monday to Friday and between the hours of 7:00 a.m. to 4:00 p.m. AHA provides 24/7 call in numbers for immediate maintenance or security issues. Tenants will have direct call information with their specific case managers, emergency numbers to community health care nursing services, and will have 24/7 contact information of the Housing Services Manager as part of the AHA's routine safety and risk protocol.

A listing of the titles of individuals involved in the management of the Project and their position descriptions are provided in Attachment A.

Applicable personnel will attend training seminars per regulatory standards and will maintain working knowledge of all appropriate state and federal standards. Codes Rules and Regulations of the State of New York (NYCRR) will be followed as appropriate. Staff of the AHA will maintain management credentials to ensure the highest level of management of the Project with long term viability of the facilities and its residents.

5. Financial Controls

The AHA will develop, implement, and monitor the Project's annual operating budget. A description of anticipated administrative expenses based on the Project's Operating Budget can be found in Attachment B.

Cash Management - The AHA will utilize its existing Cash Management Policy to ensure internal controls over disbursements and receipts are followed. Prior approval of the AHA Board of Commissioners will be required for an expenditure which exceeds Five Thousand Dollars (\$5,000.00) in any one instance for labor, materials, or otherwise in connection with

the maintenance and repair of the Project, except for recurring expenses within the limits of the Operating Budget or emergency repairs involving manifest danger to person or property or required to avoid suspension of any necessary service to the Project. In the latter event, the AHA Board of Commissioners will be informed of the facts of event as promptly as possible.

All purchase procedures will be in accordance with the AHA Procurement Policy for supplies, materials, routine maintenance expenses, and any contracting needs associated with the operations of the Project.

Financial Records - All accounting and bookkeeping services will be provided and maintained by the AHA. Tenant records will be securely maintained at the AHA administration offices.

The AHA's fiscal year audit will be provided by a third party CPA firm as required in the agreements and covenants with the funding agencies. Further, the annual audit shall be conducted in conformance with the Generally Accepted Government Auditing Standards (GAGAS) as required by 2 CFR Part 200 Subpart F. The audit shall be conducted each year in a timely manner and reported to the US Department of HUD's Federal Audit Clearing House and provided to the various funding agencies for the Project within 120 days of the AHA's fiscal year end.

The AHA Finance Director shall be responsible for all of the financial records, accounts management, staff oversight, tenant accounts, and monitoring of the operating budgets and associated bank accounts for the Project. The Finance Director is also responsible for all audit requirements associated with the Project. The position description for the Finance Director is provided in **Attachment A**.

6. Property Maintenance

The AHA shall design, implement, and monitor a Maintenance Management System for building and grounds. At a minimum, the purpose of the maintenance management system is to:

- Perform maintenance and cleaning of building and grounds on a scheduled basis
- Complete corrective repair in a timely manner utilizing a work order system for scheduling and recordkeeping of work performed
- Complete inspections of building and apartments as determined by schedule

Operations Manual – The AHA shall maintain and update an Operations Manual that includes the following standards and guidelines.

Preventive Maintenance: Preventive Maintenance procedures shall ensure that all equipment, building, and sub-system controls are within specified parameters. In addition, an appropriate level of maintenance is conducted on such controls to ensure the accuracy, integrity, reliability, and efficiency of the controls, and that safety limits and associated controls are never by-

passed or ignored.

Corrective Maintenance: Corrective Maintenance is the action required to restore equipment, buildings, and grounds to a satisfactory condition or state of preservation. Procedures should be established to provide for urgent corrective maintenance requirements by the most expeditious means.

Requisitioned Maintenance: Requisitioned Maintenance, in general, refers to any maintenance explicitly requested by a tenant (i.e., the removal of furniture). All tenant related requisitioned maintenance should be thoroughly analyzed to determine if it is classified as a tenant re-bill.

Improvements and Capital Improvements - Includes capital related replacements, additions and any other work not encompassed by the terms "cleaning", "corrective" or "preventive" maintenance.

Replacement Reserve for Capital Improvements are held in the Replacement Reserve account.

Emergency and Abnormal Conditions - Addresses operations of the buildings in abnormal conditions, and responding to building emergencies. For example, AHA will endeavor to make adequate preparation for anticipated Dangerous/Severe Weather Conditions. Preparation, at a minimum, shall include identifying objects that need to be moved away from possible hazards (i.e., moving vehicles away from trees, power lines, or any other structures susceptible to falling), removed and stored or secured (i.e., trash cans, site furniture, materials, etc.).

For all property maintenance, AHA's work order system will be deployed for tracking the work and costs and work order follow through.

Utilities Management and Energy Conservation

A comprehensive **Utilities Management Plan** shall be developed, implemented, and followed the Utilities Management Plan shall:

- Provide specific guidance concerning the efficient operation of the potable water, electrical, sewer/waste water, fuel oil, HVAC, and various other building systems that transport and/or use energy sources.
- Specifically identify and state proper operating parameters and how these parameters shall be maintained.
- Specifically identify and state measures by time, day, and/or parameters that must be achieved in order to support energy conservation efforts.

AHA shall consistently review utility expenses and recommend expense-reducing activities.

Environmental Management

The AHA will develop policy and procedures for environmental management that will address compliance with Federal and State Requirements, Local Codes, Zoning, Ordinances, and Deed Restrictions.

Hazardous Materials Storage & Hazardous Waste Disposal - AHA shall strictly control the purchase, storage, use, and disposal of hazardous materials/waste. In all activities involving such materials/waste, the safety of personnel and the well-being of the environment shall be of the utmost importance.

If the AHA is confronted with an environmental issue not covered in this policy and procedure, and/or if the AHA deems that staff are not qualified to address the situation, AHA should immediately contact a pre-qualified environmental consultant.

Trash & Garbage - Through a service contract, the AHA shall ensure that trash and garbage are stored in a separate, clean, easily accessible, and well-maintained area. A schedule designed to meet the specific needs and conditions of the property shall be established to ensure that trash and garbage are removed on a regular and timely basis. AHA shall monitor the service contract to ensure compliance with its terms and conditions.

Recycling Program - A recycling or appropriate single stream recycling program in compliance with industry guidelines, principles, and local regulations will be designed and implemented by AHA.

Extermination & Pest Control Program - AHA will develop an integrated pest management program. A service contract extermination and pest control program may be designed and implemented by AHA in order to ensure clean, sanitary, and hygienic conditions.

Indoor Air Quality (IAQ) - AHA will endeavor to ensure that Indoor Air Quality (IAQ) is in compliance with all applicable standards, codes, and regulations. AHA will design, implement, and continually improve a program to eliminate any and all annoyance and discomfort complaints associated with IAQ by building occupants and identify conditions in or adjacent to the building or the ventilation system which may contribute to these complaints.

Cleaning

The AHA will provide a clean, safe, well-maintained working and living environment for tenants, staff, and visitors.

Snow Removal

A Snow Removal Plan shall be designed, implemented, and continually improved upon for the property. The plan shall outline precise procedures and actions that will quickly and safely prevent any difficulties related to heavy and/or prolonged snowfall. The proper equipment shall be procured; all personnel shall be fully aware of their proper responsibilities and shall be adequately trained. Snow removal from the parking areas and removal, salting and sanding of walk ways and entry ways will be provided by AHA.

7. Marketing

The AHA will follow the marketing guidelines outlined in the Affirmative Fair Housing Marketing Plan and will maintain records of the marketing activities for improvement, ongoing implementation, and compliance.

8. Admissions, Eligibility & Occupancy

The Project will maintain a waiting list in compliance with the requirements of the funding Agencies. The Housing Services Manager is responsible for Tenant Selection based on the rules and regulations of said Agencies. Tenant eligibility and placement on the waiting list, as well as for occupancy, will be determined through verification of income and other eligibility criteria. Application files will be kept for review.

At time of tenant lease signing, a Tenant Handbook/House Rules will be provided. The Tenant Grievance Procedure is contained in the handbook. An information sheet is reviewed with basic information referring to his/her new address, security deposit requirements, recertification requirements, renter's insurance etc. Building procedures such as security matters, use of community space, maintenance request procedures and similar items will also be reviewed. Each tenant receives a copy of his/her certification and lease. The standard HOME Lease will be utilized with appropriate riders as necessary for each contributing funding agency, see Attachment C.

Tenants must possess the legal capacity to enter into a lease agreement and must maintain the leased unit as their only permanent residence.

Landlord references including timely rent payment and no history of disturbances or damage to premises must be obtained

The AHA will ensure compliance with all State and local laws including project Rules and Regulations.

Tenant Selection

The Housing Services Manager will follow the Tenant Selection procedures outlined in the Affirmative Fair Housing Marketing Plan approved by the funding Agencies.

Rent Collection

The AHA will be responsible for collection, deposit and reconciliation of monthly tenant rent in the amounts indicated in the lease, and in accordance with the AHA Collections Policy. If Tenant does not pay the full amount of the rent indicated in the lease by the end of the 10th day of the month, AHA will collect a fee of \$25 on the 11th day of the month. AHA may not terminate the lease for failure to pay late charges, but may terminate the lease for non-payment of rent.

AHA will collect a fee of \$25.00 when a check is not honored for payment. The charges discussed in this paragraph are in addition to the regular monthly rent payable by Tenant.

Tenant Certification

Eligibility certification and recertification will be completed using third party verification from all sources of income. In cases of recertification, tenants will receive proper notification initiating the annual process.

Approximately 60 days prior to the anniversary of the initial certification, AHA will request

6 | Sunrise Acres III

4/17/2018

DHCR ASSET MANAGEMENT
APPROVED

05/15/2022

Page 175 of 255 5/15/2018
AUTHORIZED/DATE

Tenant to **report the income and composition** of Tenant's household and to supply any other information required by HCR/HTFC, OTDA/HHAC for the purposes of determining Tenant's rent and assistance payment, if any. Tenant agrees to provide accurate statements of this information and to do so by the date specified in Landlord's request. Landlord will verify the information supplied by Tenant and use the verified information to compute the amount of Tenant's rent and assistance payment, if any.

Termination of Tenancy

Termination of lease or eviction may occur as a result of non-compliance with lease including but not limited to items such as nonpayment or repeated late payments, Tenant misconduct or interference with the rights of others.

9. Record - Keeping

The AHA shall maintain records of the following:

- Tenant Directory (name, apt #, phone #, email) available to all personnel.
- Rent rolls — in the AHA's accounts payable office.
- Tenant qualification folders — in the AHA's administration's secured files.
- Technical Manual Library - shall be maintained for all systems, equipment, machinery, and sub-components staff shall obtain make, model, and serial number of equipment in order 'to keep library current.
- As-built drawing inventory - complete inventory of each as-built drawing shall be maintained onsite in accordance with the As-Built Drawing Inventory Form. As - built drawings shall be updated as necessary. All drawings shall be inventoried and stored. Items shall include:
 1. Valve and piping diagrams for major building systems and equipment.
 2. Roof plans indicating position of vents, penetration, antenna equipment, and any other components associated with roofs.
- Building Operating and Safety Instructions shall be compiled by collecting engineered sequencing information, manufacturers operation and safety instructions, and other pertinent information. The compiled information shall be arranged in a manner that will provide detailed operating and safety instructions for all equipment and systems.
- Organizational Chart
- Equipment File - Each major piece of equipment will have a file. The file will contain warranties correspondence, notes and records of major repairs on maintenance on the equipment that would not fit on the equipment schedule.
- Management and Operating Budget.
- Purchase Orders — Including required authorization.

- Contractor and vendor files - A master file including Certificates of Insurance, agreements and selection information shall be maintained for all contractors and vendors currently rendering services for the project.
- Roofing and building system Log.

10. Posting

The AHA shall post the following information on site:

- Emergency Telephone Numbers (Fire, AHA contact) at each office phone.
- Required licenses and permits in accordance with authority having jurisdiction. In the absence of specific direction by authority having jurisdiction, licenses and permits shall be posted behind glass on one wall in a conspicuous administration area.

Attachment A

Job titles of persons involved in the management of the Sunrise Acres III Complex – see accompanying position descriptions for:

- AHA Housing Services Manager – reports to the Executive Director
- AHA Operations Manager – reports to the Executive Director
- ROSS Service Coordinator – reports to the Housing Services Manager
- AHA Finance Director – reports to the Executive Director

Date:
Time:

Monthly Statement of Operations
Low Rent - January
Project: Summary

Code	Description	Rent	W/O	Other	PBA	Total A/R	Security	W&S_Chrg	W&S_Dep	SAssignment
	Opening Balance	21,453.31	87,403.88	17,490.67	960.00	127,307.86	-30,430.00	1,318.45	-1,011.50	19,141.53
01-01	Rent Charge (auto)	20,395.00				20,395.00				
01-02	Rent Charge (adjusted)	2.00				2.00				
03-01	Tenant Abuse		-995.98			-995.98				
03-02	Maintenance Charges		442.89			442.89				
04-02	Late Fee			360.00		360.00				
04-03	NOT Charge			125.00		125.00				
11	A/R Cleanup	166.60	6.92	-173.52						
13-01	Balance Xfer - LR <-> LR									
15	Transfers of Repayment	-233.96		153.49		-80.47				
16	Transfers of Repayment				80.47	80.47				
21	Payment on Account	-21,677.81	-436.38	-2,505.54		-24,619.73				
22-01	Transfers of Security			-100.00		-100.00				
22-02	Transfers of W&S Charge			160.50		160.50				
22-03	Transfers of W&S Deposit			-50.00		-50.00				
22-04	Transfers of Assignment			438.00		438.00				
34	Transfers of Security						100.00			
39	Other Security Adjustment									
41-01	\$10 W&S Charge							70.00		
41-02	\$20 W&S Charge							333.00		
41-04	\$56.50 W,S&G Charge							282.50		
43	Pymt of W&S Charge							-787.00		
44-01	Transfers of W&S Charge							-160.50		
49	Other W&S Charge Adjust									
54-01	Transfers of W&S Deposit								50.00	
59	Other W&S Charge Deposit									
63	Receipt of Assignment									-17,598.05
64	Transfers of Assignment									-438.00
65	Assignment Process Fee									680.00
69	Other Assignment Adjust									40.00
	Ending Balance:	20,105.14	86,421.33	15,898.60	1,040.47	123,465.54	-30,330.00	1,056.45	-961.50	1,825.48

Tribal Housing Authority Accounts

Receivable Aging Report
Low Rent - January

Unit-Sq Name	Accounts Receivable	Prepay	Current	Over 1 Month	Over 2 Months	Over 3 Months	Over 4 Months	Over 5 Months
Project 006 -								
	-106.00	-106.00	0.00	0.00	0.00	0.00	0.00	0.00
	285.50	0.00	145.50	115.00	25.00	0.00	0.00	0.00
	237.00	0.00	237.00	0.00	0.00	0.00	0.00	0.00
	257.50	0.00	257.50	0.00	0.00	0.00	0.00	0.00
	2,494.23	0.00	0.00	45.90	0.00	21.82	22.06	2,404.45
	6,175.21	0.00	0.00	64.29	448.81	1,247.37	0.00	4,414.74
	-386.25	-386.25	0.00	0.00	0.00	0.00	0.00	0.00
	1,554.11	0.00	0.00	0.00	0.00	0.00	0.00	1,554.11
	5,118.41	0.00	0.00	0.00	0.00	245.50	0.00	4,872.91
	175.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00
	245.84	0.00	245.84	0.00	0.00	0.00	0.00	0.00
	-10.00	-10.00	0.00	0.00	0.00	0.00	0.00	0.00
	-185.00	-185.00	0.00	0.00	0.00	0.00	0.00	0.00
	-410.00	-410.00	0.00	0.00	0.00	0.00	0.00	0.00
	353.00	0.00	164.00	189.00	0.00	0.00	0.00	0.00
	30.00	0.00	30.00	0.00	0.00	0.00	0.00	0.00
	-100.00	-100.00	0.00	0.00	0.00	0.00	0.00	0.00
	6,517.20	0.00	0.00	0.00	0.00	0.00	0.00	6,517.20
	-494.00	-494.00	0.00	0.00	0.00	0.00	0.00	0.00
	181.00	0.00	165.00	16.00	0.00	0.00	0.00	0.00
	11,747.26	0.00	0.00	0.00	0.00	0.00	35.00	11,712.26
	-15.00	-15.00	0.00	0.00	0.00	0.00	0.00	0.00
	326.27	0.00	0.00	0.00	0.00	0.00	0.00	326.27
	14,402.61	0.00	0.00	0.00	0.00	0.00	0.00	14,402.61
	-518.50	-518.50	0.00	0.00	0.00	0.00	0.00	0.00
	207.00	0.00	207.00	0.00	0.00	0.00	0.00	0.00
	24,625.59	0.00	0.00	0.00	0.00	0.00	0.00	24,625.59
	-2.50	-2.50	0.00	0.00	0.00	0.00	0.00	0.00
	-7.93	-7.93	0.00	0.00	0.00	0.00	0.00	0.00
	205.46	0.00	205.46	0.00	0.00	0.00	0.00	0.00
	2,458.02	0.00	490.00	490.00	490.00	515.00	473.02	0.00
	-74.00	-74.00	0.00	0.00	0.00	0.00	0.00	0.00
	3.47	0.00	0.00	3.47	0.00	0.00	0.00	0.00
	3,032.84	0.00	0.00	0.00	0.00	0.00	0.00	3,032.84
	171.50	0.00	171.50	0.00	0.00	0.00	0.00	0.00
	70.00	0.00	70.00	0.00	0.00	0.00	0.00	0.00

Tribal Housing Authority Accounts

Receivable Aging Report

Low Rent - January0

Unit-Sq Name	Accounts Receivable	Prepay	Current	Over 1 Month	Over 2 Months	Over 3 Months	Over 4 Months	Over 5 Months
Project 006 -								
	432.47	0.00	432.47	0.00	0.00	0.00	0.00	0.00
	857.18	0.00	0.00	0.00	0.00	0.00	0.00	857.18
	3,306.52	0.00	0.00	81.18	0.00	38.60	38.60	3,148.14
	175.00	0.00	175.00	0.00	0.00	0.00	0.00	0.00
	1,256.63	0.00	0.00	0.00	0.00	0.00	0.00	1,256.63
	-255.64	-255.64	0.00	0.00	0.00	0.00	0.00	0.00
	4,215.26	0.00	0.00	0.00	0.00	0.00	0.00	4,215.26
	-106.92	-106.92	0.00	0.00	0.00	0.00	0.00	0.00
	15.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00
Total Project 006:	88,460.34	-2,671.74	3,186.27	1,004.84	963.81	2,068.29	568.68	83,340.19
Project 008 - MH Conversion - 008								
	275.00	0.00	170.00	105.00	0.00	0.00	0.00	0.00
Total Project 008:	275.00	0.00	170.00	105.00	0.00	0.00	0.00	0.00
Project 009 -								
	2,690.19	0.00	0.00	0.00	1,047.19	0.00	0.00	1,643.00
	280.00	0.00	115.00	140.00	25.00	0.00	0.00	0.00
	-20.00	-20.00	0.00	0.00	0.00	0.00	0.00	0.00
	125.00	0.00	125.00	0.00	0.00	0.00	0.00	0.00
	20.09	0.00	20.09	0.00	0.00	0.00	0.00	0.00
	445.00	0.00	265.00	180.00	0.00	0.00	0.00	0.00
	-2.00	-2.00	0.00	0.00	0.00	0.00	0.00	0.00
	-60.00	-60.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Project 009:	3,478.28	-82.00	525.09	320.00	1,072.19	0.00	0.00	1,643.00
Project 010 - MH Conversion - 010								
	-60.00	-60.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Project 010:	-60.00	-60.00	0.00	0.00	0.00	0.00	0.00	0.00
Project 013 - MH Conversion - 013								
	127.00	0.00	127.00	0.00	0.00	0.00	0.00	0.00

Receivable Aging Report
NAHASDA Rentals - January

Unit-Sq Name	Accounts Receivable	Prepay	Current	Over 1 Month	Over 2 Months	Over 3 Months	Over 4 Months	Over 5 Months
Project 026 - Sennwechan								
	328.00	0.00	0.00	0.00	0.00	0.00	0.00	328.00
	50.00	0.00	50.00	0.00	0.00	0.00	0.00	0.00
	-87.00	-87.00	0.00	0.00	0.00	0.00	0.00	0.00
	24.00	0.00	24.00	0.00	0.00	0.00	0.00	0.00
	-200.00	-200.00	0.00	0.00	0.00	0.00	0.00	0.00
	-10.00	-10.00	0.00	0.00	0.00	0.00	0.00	0.00
	3,189.82	0.00	0.00	0.00	1,255.00	679.82	0.00	1,255.00
	3,371.34	0.00	0.00	0.00	0.00	0.00	0.00	3,371.34
	-254.00	-254.00	0.00	0.00	0.00	0.00	0.00	0.00
	92.00	0.00	92.00	0.00	0.00	0.00	0.00	0.00
	-15.00	-15.00	0.00	0.00	0.00	0.00	0.00	0.00
	-20.00	-20.00	0.00	0.00	0.00	0.00	0.00	0.00
	15.00	0.00	15.00	0.00	0.00	0.00	0.00	0.00
	5,059.00	0.00	328.00	313.00	328.00	313.00	348.00	3,429.00
	-236.00	-236.00	0.00	0.00	0.00	0.00	0.00	0.00
	20.00	0.00	20.00	0.00	0.00	0.00	0.00	0.00
Total Project 026:	11,327.16	-822.00	529.00	313.00	1,583.00	992.82	348.00	8,383.34
Total All Projects:	11,327.16	-822.00	529.00	313.00	1,583.00	992.82	348.00	8,383.34

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Operating Costs													
2	Year I													
3														
4	inflation expenses													
5	inflation income			2.00%	thereafter									
6														
7	2.00%		Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	
8	Income	286	Units											
9	Low-rent		\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630
10	LWOP		\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850
11			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13														
14	TOTAL		\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480
15	Vacancy	7.5%	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811
16	Rental Income		\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669
17														
18	Expenses													
19	Admin/Repair		\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970
20	Receivables		\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490
21	Reserve		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660
22														
23	TOTAL		\$ 127,460	\$ 127,460	\$ 127,460	\$ 127,460	\$ 127,460	\$ 127,460	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120
24	Net Rental Income		\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)
25														
26	Subsidy Needed		\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)
27	Cumulative		\$ (92,791)	\$ (185,581)	\$ (278,372)	\$ (371,162)	\$ (463,953)	\$ (556,744)	\$ (9,321,194)	\$ (18,085,645)	\$ (26,850,095)	\$ (35,614,546)	\$ (44,378,997)	\$ (44,378,997)
28														
30														
32														
34														
36														
37														
38														

	P	Q	R	S	T	U	V	W	X	Y	Z	AA
1	Year II											Page 2
2												
3												
4												
5												
6												
7	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
8												
9	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303
10	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13												
14	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230
15	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867
16	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362
17												
18												
19	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970
20	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490
21	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660
22												
23	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120
24	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)
25												
26	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)
27	\$ (61,907,204)	\$ (70,670,962)	\$ (79,434,719)	\$ (88,198,476)	\$ (96,962,233)	\$ (105,725,991)	\$ (114,489,748)	\$ (123,253,505)	\$ (132,017,262)	\$ (140,781,019)	\$ (149,544,777)	\$ (158,308,534)
28												
30												
32												
34												
36												
37												
38												

	AH	AI	AJ	AK	AL	AM	AN	AO	AP	AQ	AR	AS
1						Page 3	Year IV-V					
2												
3												
4												
5												
6												
7	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24
8												
9	\$ 34,989	\$ 34,989	\$ 34,989	\$ 34,989	\$ 34,989	\$ 34,989	\$ 35,688	\$ 35,688	\$ 35,688	\$ 35,688	\$ 35,688	\$ 35,688
10	\$ 4,006	\$ 4,006	\$ 4,006	\$ 4,006	\$ 4,006	\$ 4,006	\$ 4,086	\$ 4,086	\$ 4,086	\$ 4,086	\$ 4,086	\$ 4,086
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13												
14	\$ 38,994	\$ 38,994	\$ 38,994	\$ 38,994	\$ 38,994	\$ 38,994	\$ 39,774	\$ 39,774	\$ 39,774	\$ 39,774	\$ 39,774	\$ 39,774
15	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,925	\$ 2,983	\$ 2,983	\$ 2,983	\$ 2,983	\$ 2,983	\$ 2,983
16	\$ 36,070	\$ 36,070	\$ 36,070	\$ 36,070	\$ 36,070	\$ 36,070	\$ 36,791	\$ 36,791	\$ 36,791	\$ 36,791	\$ 36,791	\$ 36,791
17												
18												
19	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970
20	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490
21	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660
22												
23	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120
24	\$ (8,763,050)	\$ (8,763,050)	\$ (8,763,050)	\$ (8,763,050)	\$ (8,763,050)	\$ (8,763,050)	\$ (8,762,329)	\$ (8,762,329)	\$ (8,762,329)	\$ (8,762,329)	\$ (8,762,329)	\$ (8,762,329)
25												
26	\$ (8,763,050)	\$ (8,763,050)	\$ (8,763,050)	\$ (8,763,050)	\$ (8,763,050)	\$ (8,763,050)	\$ (8,762,329)	\$ (8,762,329)	\$ (8,762,329)	\$ (8,762,329)	\$ (8,762,329)	\$ (8,762,329)
27	\$ (219,649,884)	\$ (228,412,934)	\$ (237,175,984)	\$ (245,939,034)	\$ (254,702,084)	\$ (263,465,134)	\$ (272,227,462)	\$ (280,989,791)	\$ (289,752,119)	\$ (298,514,448)	\$ (307,276,776)	\$ (316,039,105)
28												
30												
32												
34												
36												
37												
38												

	AZ	BA	BB	BC	BD	BE	BF	BG	BH	BI	BJ	
1					Page 4		Year V (conclusion)					Page 5
2												
3												
4												
5												
6												
7	Jan-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	
8												
9	\$ 36,402	\$ 36,402	\$ 36,402	\$ 36,402	\$ 36,402	\$ 36,402	\$ 36,402	\$ 36,402	\$ 36,402	\$ 36,402	\$ 36,402	
10	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	\$ 4,167	
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
13												
14	\$ 40,570	\$ 40,570	\$ 40,570	\$ 40,570	\$ 40,570	\$ 40,570	\$ 40,570	\$ 40,570	\$ 40,570	\$ 40,570	\$ 40,570	
15	\$ 3,043	\$ 3,043	\$ 3,043	\$ 3,043	\$ 3,043	\$ 3,043	\$ 3,043	\$ 3,043	\$ 3,043	\$ 3,043	\$ 3,043	
16	\$ 37,527	\$ 37,527	\$ 37,527	\$ 37,527	\$ 37,527	\$ 37,527	\$ 37,527	\$ 37,527	\$ 37,527	\$ 37,527	\$ 37,527	
17												
18												
19	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	
20	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	
21	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	
22												
23	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	
24	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	
25												
26	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	\$ (8,761,593)	
27	\$ (377,374,669)	\$ (386,136,262)	\$ (394,897,855)	\$ (403,659,448)	\$ (412,421,040)	\$ (421,182,633)	\$ (429,944,226)	\$ (438,705,819)	\$ (447,467,411)	\$ (456,229,004)	\$ (464,990,597)	
28												
30												
32												
34												
36												
37												
38												

NEZ PERCE TRIBAL HOUSING AUTHORITY															
NEZ PERCE HOUSING I															
30 UNIT ACQUISITION REHAB. LIHTC PROJECT															
CASHFLOW PROJECTIONS															
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10	YEAR 11	YEAR 12	YEAR 13	YEAR 14	YEAR 15
ESTIMATED ANNUAL OPERATING EXPENSES:															
Real Estate Taxes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Advertising and Marketing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Management Fee	\$5,508	\$5,673	\$5,843	\$6,019	\$6,199	\$6,385	\$6,577	\$6,774	\$6,977	\$7,187	\$7,402	\$7,624	\$7,853	\$8,089	\$8,331
Insurance	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753	\$6,956	\$7,164	\$7,379	\$7,601	\$7,829	\$8,063	\$8,305	\$8,555	\$8,811	\$9,076
Administrative Overhead	\$18,000	\$18,540	\$19,096	\$19,669	\$20,259	\$20,867	\$21,493	\$22,138	\$22,802	\$23,486	\$24,190	\$24,916	\$25,664	\$26,434	\$27,227
Partnership Legal and Accounting Fees	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,796	\$5,970	\$6,149	\$6,334	\$6,524	\$6,720	\$6,921	\$7,129	\$7,343	\$7,563
Property Maintenance	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,002	\$19,572	\$20,159	\$20,764	\$21,386	\$22,028	\$22,689
Payroll for Management and Administration	\$16,000	\$16,480	\$16,810	\$17,146	\$17,489	\$17,838	\$18,195	\$18,559	\$18,930	\$19,309	\$19,695	\$20,089	\$20,491	\$20,901	\$21,319
Annual Compliance Audit	\$1,600	\$1,050	\$1,082	\$1,114	\$1,147	\$1,182	\$1,217	\$1,254	\$1,291	\$1,330	\$1,370	\$1,411	\$1,453	\$1,497	\$1,542
Asset Management Fee to Raymond James TCF	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Reserve for Replacement	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
TOTAL ANNUAL OPERATING EXPENSES	\$80,108	\$81,523	\$83,414	\$85,358	\$87,358	\$89,414	\$91,528	\$93,702	\$95,937	\$98,236	\$100,600	\$103,031	\$105,531	\$108,102	\$110,746
EXPENSES PER UNIT	\$2,670														
EXPENSES PER UNIT PER MONTH	\$223														
ESTIMATED ANNUAL OPERATING INCOME:															
Rental Income	\$122,400	\$124,848	\$128,593	\$132,451	\$136,425	\$140,518	\$144,733	\$149,075	\$153,547	\$158,154	\$162,898	\$167,785	\$172,819	\$178,003	\$183,343
(Plus \$200 Per Unit Per Month Tribal Subsidy, if Needed)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Vacancy Loss @ 10%	\$12,240	\$6,242	\$6,430	\$6,623	\$6,821	\$7,026	\$7,237	\$7,454	\$7,677	\$7,908	\$8,145	\$8,389	\$8,641	\$8,900	\$9,167
TOTAL ESTIMATED ANNUAL INCOME	\$110,160	\$118,606	\$122,164	\$125,829	\$129,604	\$133,492	\$137,496	\$141,621	\$145,870	\$150,246	\$154,753	\$159,396	\$164,178	\$169,103	\$174,176
GROSS OPERATING INCOME	\$30,052	\$37,082	\$38,750	\$40,470	\$42,246	\$44,078	\$45,969	\$47,920	\$49,933	\$52,010	\$54,154	\$56,365	\$58,647	\$61,001	\$63,430
	Year1	Year2	Year3	Year4	Year5	Year6	Year7	Year8	Year9	Year10	Year11	Year12	Year13	Year14	Year15
	1117611	1154615.66	1186810.2	1219269.2	1251955.2	1284826.7	1317838.3	1350939.8	1384076.4	1417188	1450209	1483067.9	1515686.8	1547980.9	1579858.4

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Operating Costs													
2	Year I													
3														
4	inflation expenses													
5	inflation income			2.00%	thereafter									
6														
7	2.00%		Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	
8	Income	286	Units											
9	Low-rent		\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630	\$ 33,630
10	LWOP		\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850	\$ 3,850
11			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13														
14	TOTAL		\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480	\$ 37,480
15	Vacancy	7.5%	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811	\$ 2,811
16	Rental Income		\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669	\$ 34,669
17														
18	Expenses													
19	Admin/Repair		\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970
20	Receivables		\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490
21	Reserve		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660
22														
23	TOTAL		\$ 127,460	\$ 127,460	\$ 127,460	\$ 127,460	\$ 127,460	\$ 127,460	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120
24	Net Rental Income		\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)
25														
26	Subsidy Needed		\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (92,791)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)	\$ (8,764,451)
27	Cumulative		\$ (92,791)	\$ (185,581)	\$ (278,372)	\$ (371,162)	\$ (463,953)	\$ (556,744)	\$ (9,321,194)	\$ (18,085,645)	\$ (26,850,095)	\$ (35,614,546)	\$ (44,378,997)	\$ (44,378,997)
28														
30														
32														
34														
36														
37														
38														

	P	Q	R	S	T	U	V	W	X	Y	Z	AA
1	Year II											Page 2
2												
3												
4												
5												
6												
7	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22
8												
9	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303	\$ 34,303
10	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927	\$ 3,927
11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13												
14	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230	\$ 38,230
15	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867	\$ 2,867
16	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362	\$ 35,362
17												
18												
19	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970	\$ 107,970
20	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490	\$ 19,490
21	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660	\$ 8,671,660
22												
23	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120	\$ 8,799,120
24	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)
25												
26	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)	\$ (8,763,757)
27	\$ (61,907,204)	\$ (70,670,962)	\$ (79,434,719)	\$ (88,198,476)	\$ (96,962,233)	\$ (105,725,991)	\$ (114,489,748)	\$ (123,253,505)	\$ (132,017,262)	\$ (140,781,019)	\$ (149,544,777)	\$ (158,308,534)
28												
30												
32												
34												
36												
37												
38												

COEUR D'ALENE TRIBAL HOUSING AUTHORITY

COEUR D'ALENE WORLEY HOUSING PROJECT - CASH FLOW PROJECTION WITH ALL RENTED

ASSUMPTIONS: 10 RENTALS, NO RENT INCREASE, NO VACANCY-DELINQUENCY, & EVERYONE MOVES IN ON THE SAME DAY.

	Y E A R									
ESTIMATED ANNUAL OPERATING EXPENSES:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Management Fee (accounting, software, inspection, counseling, intake, etc.)	\$12,000	\$12,120	\$12,241	\$12,364	\$12,487	\$12,612	\$12,738	\$12,866	\$12,994	\$13,124
Insurance (\$350 per year X 10 homes)	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Routine/Preventive Building Maintenance includes wages, excellent lawn care,	\$18,800	\$19,740	\$20,727	\$21,763	\$22,852	\$23,994	\$25,194	\$26,453	\$27,776	\$29,165
NON-Routine Property Maintenance*	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Compliance Audit (included in Management Fee)		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Capital Reserve (\$900/UNIT industry standard)	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
TOTAL ANNUAL OPERATING EXPENSES	\$43,300	\$44,410	\$45,518	\$46,677	\$47,889	\$49,156	\$50,482	\$51,869	\$53,320	\$54,839
EXPENSES PER UNIT	\$4,330	\$4,441	\$4,552	\$4,668	\$4,789	\$4,916	\$5,048	\$5,187	\$5,332	\$5,484
EXPENSES PER UNIT PER MONTH	\$361	\$370	\$379	\$389	\$399	\$410	\$421	\$432	\$444	\$457
ESTIMATED REVENUE										
Rental Income 2 bedrooms (\$450*3*12)	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200
Rental Income 3 bedrooms (\$575*5*12)	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500
Rental Income 5 bedrooms (\$625*2*12)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Vacancy Loss @ 0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL RENTAL INCOME	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700
TOTAL ESTIMATED ANNUAL INCOME	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700
GROSS OPERATING INCOME	\$22,400	\$21,290	\$20,182	\$19,023	\$17,811	\$16,544	\$15,218	\$13,831	\$12,380	\$10,861
ANNUAL SUBSIDY REQUIRED FROM TRIBE	\$22,400	\$21,290	\$20,182	\$19,023	\$17,811	\$16,544	\$15,218	\$13,831	\$12,380	\$10,861

*There are no funds budget for non-routine expenses. Ideally, there shouldn't be any. However, The Tribe should establish a fund in the unfortunate case that non-routine maintenance occurs.

COEUR D'ALENE TRIBAL HOUSING AUTHORITY

COEUR D'ALENE WORLEY HOUSING PROJECT - CASH FLOW PROJECTION WITH ALL RENTED

ASSUMPTIONS: 10 RENTALS, NO RENT INCREASE, NO VACANCY-DELINQUENCY, & EVERYONE MOVES IN ON THE SAME DAY.

	Y E A R									
ESTIMATED ANNUAL OPERATING EXPENSES:	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
Management Fee (accounting, software, inspection, counseling, intake, etc.)	\$12,000	\$12,120	\$12,241	\$12,364	\$12,487	\$12,612	\$12,738	\$12,866	\$12,994	\$13,124
Insurance (\$350 per year X 10 homes)	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500
Routine/Preventive Building Maintenance includes wages, excellent lawn care,	\$39,720	\$41,706	\$43,791	\$45,981	\$48,280	\$50,694	\$53,229	\$55,890	\$58,685	\$61,619
NON-Routine Property Maintenance*	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Annual Compliance Audit (included in Management Fee)		\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50	\$50
Capital Reserve (\$900/UNIT industry standard)	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000	\$9,000
TOTAL ANNUAL OPERATING EXPENSES	\$64,220	\$66,376	\$68,583	\$70,894	\$73,317	\$75,856	\$78,517	\$81,306	\$84,229	\$87,293
EXPENSES PER UNIT	\$6,422	\$6,638	\$6,858	\$7,089	\$7,332	\$7,586	\$7,852	\$8,131	\$8,423	\$8,729
EXPENSES PER UNIT PER MONTH	\$535	\$553	\$572	\$591	\$611	\$632	\$654	\$678	\$702	\$727
ESTIMATED REVENUE										
Rental Income 2 bedrooms (\$450*3*12)	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200	\$16,200
Rental Income 3 bedrooms (\$575*5*12)	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500	\$34,500
Rental Income 5 bedrooms (\$625*2*12)	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000	\$15,000
Vacancy Loss @ 0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL RENTAL INCOME	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700
TOTAL ESTIMATED ANNUAL INCOME	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700	\$65,700
GROSS OPERATING INCOME	\$1,480	(\$676)	(\$2,883)	(\$5,194)	(\$7,617)	(\$10,156)	(\$12,817)	(\$15,606)	(\$18,529)	(\$21,593)
ANNUAL SUBSIDY REQUIRED FROM TRIBE	\$0	\$676	\$2,883	\$5,194	\$7,617	\$10,156	\$12,817	\$15,606	\$18,529	\$21,593

*There are no funds budget for non-routine expenses. Ideally, there shouldn't be any. However, The Tribe should establish a fund in the unfortunate case that non-routine maintenance occurs.

Basic Rental Proforma Steps

Estimate Rental Income

# of Bedrooms	AMI Target	Monthly Gross Rent	-	Subtract Utilities	=	Monthly Net Rent	x	# of Units	=	Monthly Income
			-		=		x		=	
			-		=		x		=	
			-		=		x		=	

A Add up Monthly Income to get Total Gross Rent per month

Calculate Effective Gross Income

B Estimate Other Income (use zero or 1% of Total Gross Rent)

C Add **A** and **B** to get Total Revenue

D Multiply **C** by a Vacancy Rate (5% is typical) and enter here

E Subtract **D** from **C** to get **Effective Gross Income** per month

Estimate Operating Expense

F Estimate Per Unit Per Year operating expense (PUPY)	PUPY	# of Units	x	=	<input style="width: 100px;" type="text"/>
--	------	------------	---	---	--

G Estimate annual replacement reserves (use \$250 per unit per year if unknown)	PUPY	# of Units	x	=	<input style="width: 100px;" type="text"/>
--	------	------------	---	---	--

H Add **F** and **G** **Total Operating Expenses/Year**

I Divide **H** by 12 months **Total Operating Expenses/Month**

Calculate Net Operating Income

J Subtract **I** from **E** **Net Operating Income**

Calculate Maximum Mortgage Payment

K Fill in required Debt Coverage Ratio (use 1.2 if unknown)

L Divide **J** by **K** to get the **Maximum Mortgage Payment** allowed

Calculate Mortgage Amount

M Fill in the expected interest rate of the loan

N Fill in the term of the loan (use 30 years if unknown)

O Look up the factor for that interest rate and term

P Divide **L** by **O** and then multiply by \$1,000 to get the **Maximum Mortgage Amount**

Estimate Project Cost

Q Estimate cost per square foot and total or	Cost Per S.F.	Total S.F.	x	=	<input style="width: 100px;" type="text"/>
---	---------------	------------	---	---	--

Estimate cost per unit and total	Cost Per Units	# of Units	x	=	<input style="width: 100px;" type="text"/>
----------------------------------	----------------	------------	---	---	--

Calculate Financing Gap

R Subtract **P** from **Q** to calculate the **Financing Gap**

OPERATING PROFORMA

Rent Increase
Expense Increase:

	Year 1	Year 2	Year 3	Year 4
Income				
Rents	-	-	-	-
Interest Income	-	-	-	-
Laundry Income	-	-	-	-
Tenant Charges	-	-	-	-
Other Income _____	-	-	-	-
Gross Income	-	-	-	-
Less Vacancy (5%)	-	-	-	-
Effective Gross Income	-	-	-	-
Expenses				
Payroll Expenses	-	-	-	-
Counseling	-	-	-	-
Utilities	-	-	-	-
Operations & Maintenance	-	-	-	-
Legal	-	-	-	-
Insurance	-	-	-	-
Audit	-	-	-	-
Replacement Reserve	-	-	-	-
Other _____	-	-	-	-
Other _____	-	-	-	-
Total Expenses	-	-	-	-
Net Operating Income	-	-	-	-
Debt Service	-	-	-	-
Debt Coverage Ratio	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

**NEZ PERCE TRIBAL RESIDENTIAL
PROPERTY & ROADS
MAINTENANCE PLAN**

FOR

NEZ PERCE TRIBAL HOUSING PHYSICAL ASSETS

PURPOSE:

THE PURPOSE OF THIS PLAN SHALL BE TO PROVIDE A GUIDELINE FOR THE NEED, PLANNING, AND BUDGET REQUIREMENTS FOR NEZ PERCE TRIBAL HOUSING PROJECTS.

THE PLAN COVERS PHYSICAL MAINTENANCE OF INSTALLED UTILITIES, I.E. SEWER, WATER AND STREETS AND COMMON AREAS, WEE CONTROL AND THE NEED FOR MUNICIPAL AGREEMENTS IN CERTAIN AREAS FOR MAINTENANCE.

THIS PLAN WILL BE EFFECTIVE IN ALL THE HOUSING PROJECTS.

TABLE OF CONTENTS

- 1. PURPOSE**
- 2. INVENTORY OF SITES**
- 3. UTILITY MAINTENANCE**
 - A. TRIBAL WATER SYSTEMS**
 - 1) DISTRIBUTION SYSTEM**
 - 2) WELL & WELL HOUSES**
 - 3) STORAGE RESERVOIR SITES**
 - B. TRIBAL SEWER SYSTEMS**
 - 1) COLLECTOR LINES AND MANHOLES**
 - 2) PUMP STATIONS**
 - C. TRIBAL STREET SYSTEMS**
 - 1) STREETS/SIDEWALKS/STORM WATER SYSTEM**
 - 2) CATCH BASINS**
 - 3) CULVERTS**
 - 4) SIDE DITCHES**
 - 5) STORM RUNOFF AREAS**
 - 6) SIDEWALKS, CURBS AND GUTTERS**
 - D. PROPERTY MAINTENANCE FOR MPTHA AND PRIVATELY OWNED HOUSES**
 - 1) BUILDINGS**
 - 2) ROOFS**
 - 3) EXTERIOR SURFACES**
 - 4) GROUNDS (Yards)**
 - E. TRIBAL WEED CONTROL**
 - 1) TYPE OF WEEDS**
 - 2) METHODS OF CONTROL**
 - F. MAINTENANCE COST ESTIMATES**
 - G. PROPERTY MAINTENANCE BUDGETS**
 - H. MAINTENANCE SCHEDULES**

CHAPTER 2

INVENTOR OF SITES AND SITE MAPS

	LOCATION	# UNITS
A. Sundown Heights Hills	Lapwai	
B. 8-7 Chief Joseph Complex	Lapwai	
C. 8-7 Whitebird Housing Units	Lapwai	
D. 8-8, 8-11, 8-13 Cluster Site	Kamiah	
E. 8-8 Cluster Site	Sweetwater/Lapwai	
F. 8-11 Cluster Site	Lapwai	
G. 8-13 Cluster Site	Lapwai	
H. 8-13 Cluster Site (Over the Hill)	Lapwai	
I. 8-14 Cluster Site (Domebo Flats)	Lapwai	
J. 8-15 Rentals	Lapwai	
K. 8-17 Cluster Site	Lapwai	
L. 8-14, 8-15, 8-17 Cluster Site	Lapwai	
M. 8-21 Cluster Site	Lapwai	
N. 8-1, 8-11, 8-14 Cluster	Lapwai	
O. 8-7 Chief Looking Glass	Kamiah	

3. UTILITY MAINTENANCE

A. TRIBAL WATER SYSTEMS

(1) DISTRIBUTION

(2)

+++CHECK WATER METERS FOR LEAKS

**+++CHECK FIRE HYDRANTS FOR FLOW AND
OPERATIBILITY ANNUALLY.**

++++CHECK VALVES FOR OPERATIBILITY.

**+++LOOK FOR LEAKS I.E. GREEN SPOTS,
PUDDLES OF WATER AROUND VALVES, ETC.**

**+++KEEP TRACK OF WATER USAGE, SYSTEM
LOSSES SHOULD NOT EXCEED 10%.**



(2) WELL & WELL HOUSES

+++MONITOR WELL FLOWS

+++INSURE FLOW MEASUREMENT METER OPERATES PROPERLY AND IS READ MONTHLY

+++MEASURE DEPTH TO WATER WEEKLY AND KEEP LOG.

+++DEPTH DEVICE SHOULD BE AIR OPERATED OR AUTOMATIC.

+++USE ACCESS PORT TO WELL CASING FOR MEASUREMENT IF AVAILABLE.

+++DO NOT LET WELLS GO UNUSED FOR LONG PERIODS, IF WELL IS IN STANDBY TRY TO PUMP MONTHLY FOR 6 HOURS.

+++CHECK ELETICAL PANEL, CONTROLS AND CONNECTIONS EVERY 6 MONTHS.

+++INSTALL LOW LEVEL PUMP SHUTOFFS AND ELECTRICAL SURGE/SHORT PUMP SHUTDOWN UNITS.

+++REQUIRE ANNUAL INSPECTIONS BY RELABLE PUMP SYSTEM SERVICE PROVIDER, I.E. STODDARD ELECTRIC, OROFINO, DICKERSON PUMP IN SPOKANE AND PROVIDE A WRITTEN REPORT.

+++INSPECT BUILDING FOR INSULATION LEAKS, WATER LEAKS, INSESCT, VARMIT ACCESS AND GENERAL CLEANLINESS. KEEP ALL GRASS AND WEES AWAY FROM BUILDING



(3) STORAGE RESERVOIR SITES

+++MONITOR LEVEL MEASUREMENT DEVICES WEEKLY

+++CHECK FOR LEAKS WEEKLY.

+++INSPECT TOP AND INSIDE OF TANK QUARTERLY FOR ANYTHING UNUSUAL, ODOR, SIGHT, ETC.

++++LOOK FOR WET SPOTS AT TANK SITES THAT MIGHT INDICATE LEAKS IN PIPING.

++++INSURE ALL VALVES LOCATED ON OUTSIDE PIPING ARE EXPOSED AND EASILY ACCESSIBLE IN CASE OF EMERGENCY NEED TO SHUT OFF TANK SUPPLY.



B. TRIBAL SEWER SYSTEMS

+++REMIND USERS BY MAIL ANNUALLY NOT TO DUMP METAL ITEMS, CLOTH, ETC. DOWN TOILETS OR SINK DRAINS.

(1) COLLECTOR LINES AND MANHOLES

+++INSPECT ANNUALLY FOR FOREIGN DEBRIS IN MANHOLES AND REMOVE.

+++WHEN INSPECTING MANHOLES NOTICE FOR UNUSUAL HIGH FLOWS. CLEAR AND HIGH FLOWS MAY INDICATE AN INFILTRATION LEAK SOMEPLACE.

+++INSPECT ANNUALLY DURING RAINY WEATHER FOR LEAKING OF SURFACE WATER INTO MANHOLES. IF MANHOLE TOPS ARE LEAKING, PLACE A 50 MIL. SQUARE OF PVC UNDER MANHOLE LID AND REPLACE LID.

+++FLUSH LINES EVERY 5 YEARS.



(2) PUMP STATIONS

+++INSPECT WEEKLY FOR MALFUNCTIONS, FLOAT CONTROLS STUCK, ETC.

+++KEEP CLEAN, REMOVE ALL RAGS, STICKS AND OTHER FOREIGN ITEMS. CHECK DAILY.

+++RETAIN A PUMP STATION REPAIR FIRM TO INSPECT AND PROVIDE WRITTEN REPPORTS ANNUALLY, I.E. STODDARD ELECTIC OR DICKERSON PUMP.

+++MONITOR AND RECORD ELECTRICAL PUMP MOTOR RUN TIME WEEKLY.

+++MONITOR AND RECORD GALLONS OF SEWAGE PUMPED MONTHLY.

+++MONITOR WEEKLY THE PUMP LEVEL CONTROL SETTINGS FOR PUMP TURN “OFF” AND TURN “ON”.



low-income families will pay more or receive less assistance for benefits such as rent or down payment assistance or other benefit. The calculation of the reduced benefit is covered in section

Essential Families. A non-low-income family may receive IHBG assistance if the recipient determines that the presence of the family is essential to the well-being of Indian families and the need for housing for such family cannot be met without such IHBG assistance. Families assisted under this provision can receive the same amount of benefits as low-income families, as provided in 24 CFR § 1000.110(e), and they do not count as non-low-income families for the purposes of the 10 percent authority even though HUD approval is not required. Guidance on documenting these determinations is covered further in this Notice.

To be considered an essential family, an IHBG recipient must first determine a family is essential to the well-being of the Indian families residing in the Indian area, and determine that the need for housing the family cannot be reasonably met without IHBG assistance. The criteria and rationale for determining if a family is essential should be clearly described in the recipient's policy, and documentation must be maintained that clearly supports the determination. The recipient must make a determination about each essential family and document its determination even in cases when HUD approval is not required. The recipient may use the guidance in this Notice when determining if there is a need for housing for the family that cannot be reasonably met without IHBG assistance.

Law Enforcement Families. The recipient may provide housing or housing assistance for law enforcement officers on an Indian reservation or other Indian areas without HUD approval. The following three criteria must be met:

- The officer must be employed on a full-time basis by the Federal Government or a state, county, or other unit of local government, or lawfully recognized tribal government;
- The officer, in implementing such full-time employment, must be sworn to uphold, and make arrests for, violations of Federal, state, county, or tribal law; and
- The recipient determines that the presence of the law enforcement officer on the Indian reservation or other Indian area may deter crime.

Law enforcement officers assisted under this provision can receive the same amount of benefits as low-income families and they do not count toward the 10 percent authority.

Continued Occupancy. If a rental or homeownership family was low-income at the time it entered the program (as described in 24 CFR § 1000.147), and subsequently becomes non-low-income, it may continue to participate in the program if the recipient's admission and occupancy policies authorize such families to continue to receive assistance (including a determination that there is a need for housing for each family that cannot reasonably be met without such assistance). This includes a family member or household member who subsequently takes ownership of a homeownership unit, by inheriting a homeownership unit.

Whether a family can receive the same benefit as low-income families is also subject to the recipient's admission and occupancy policies, which may include the limitation on receiving the

C. TRIBAL STREET SYSTEMS

(1) STREETS/SIDEWALKS/CURBS & GUTTERS/STORM WATER SYSTEM.

+++CHECK ANNUALLY FOR CONDITION OF STREET I.E. CRACKS, POT HOLES, ALLIGATERING, ETC

+++INSPECT AND SEAL CRACKS EVERY TWO YEARS.

+++SET UP CHIP SEAL PROGRAM FOR 5 TO 7 YEAR INTERVALS.

+++REMOVE GRASS/WEEDS ETC. OUT OF CRACKS AND FROM EDGE OF ASPHALT AND CURB & GUTTER.

+++SIDEWALKS SHOULD BE INSPECTED AND REPAIRED IF NEEDED ANNUALLY FOR CRACKS SETTLEMENT ETC. THAT CAUSE COULD TRIPPING AND OTHER ACCIDENTS.



(2) CATCH BASINS

+++INSPECT AND CLEAN CATCH BASINS AND ANNUALLY BEFORE SEPTEMBER.

+++NOTE SPECIAL DRAINS AT SUNDOWN HEIGHTS IN THE SIDE DITCH SECTION. OPENINGS NEED TO BE KEPT ACCESSIBLE FOR STORM WATER.



(3) CULVERTS

+++INSPECT AND CLEAN ANNUALLY BEFORE SEPTEMBER.]

+++INSURE THAT THE CULVERT OPENING IS FREE OF DEBRIS, OPEN AND EASILY ACCESSIBLE BY WATER.

+++NEW CULVERTS SHOULD BE A MINIMUM OF 18 INCHES IN DIAMETER.



(4) SIDE DITCHES

+++KEEP CLEAN ALL DEBRIS AND OBSTRUCTION TO FLOW OF WATER. INSPECT BI-ANNUALLY BEFORE JUNE 1 AND SEPTEMBER 1.

+++THE DITCHES AT SUNDOWN HEIGHTS WERE DESIGNED WITH FRENCH DRAINS IN FRONT OF EACH LOT NEXT TO THE DRIVEWAYS, EACH OF THESE DRAINS HAS A CATCH BASIN LIKE WATER ENTRY AND SHOULD BE CEHCKED ANNUALLY AND CLEANED.



(5) STORM RUN OFF AREAS

+++INSPECT AND CLEAN ALL DRAINAGE AREAS, STORM WATER CONTAINMENT BASINS, FRENCH DRAINS, ETC. ANNUALLY.

+++KEEP WEEDS IN THESE AREAS UNDER CONTROL AT ALL TIMES. REMOVE DEBRIS THAT RESTRICTS RUNOFF WATER FLOW TO THE DRAINAGE SYSTEM.



D. PROPERTY MAINTENANCE FOR NPTHA & PRIVATELY OWNED HOUSES

(1) BUILDINGS INSIDE

+++BUILDING SHOULD BE INSPECTED TWICE PER YEAR FOR GENERAL APPEARANCE, STAIRS THAT NEED REPAIR, AIR LEAKS AROUND DOORS AND WINDOWS AND ELECTRICAL OUTLETS THAT NEED REPLACING. ANY ITEM THAT WOULD ENDANGER RESIDENTS OR POTENTIALLY CAUSE AN ACCIDENT SHOULD BE REPORTED AND REPAIRED.

(2) ROOFS

+++ROOF SHOULD BE INSPECTED TWICE PER YEAR FOR AREAS WHERE SHINGLES ARE MISSING, OR ARE LOOSE. PLACES WHERE EAVES TROUGHS ARE NOT DRAINING PROPERLY.

(3) EXTERIOR SURFACES

+++ALL EXTERIOR SURFACES SHOULD BE INSPECTED TWICE PER YEAR FOR DAMAGE, AIR LEAKS, REPAINTING NEEDS, ETC. ROOF DRAINS SHOULD LEAD AWAY FROM BUILDING AND NOT DEPOSIT WATER NEXT TO BUILDING.

+++BEES NESTS AND BIRD NESTS SHOULD BE REMOVED.

(4) GROUNDS AND YARDS

+++YARDS AND COMMON AREAS SHOULD BE INSPECTED TWICE PER YEAR FOR HOLES, PIPES OR OTHER ITEMS PROTRUDING ABOVE THE SURFACE THAT COULD CAUSE PERSONAL INJURY TO PEOPLE USING THE AREA OR MAINTAINING THE AREA. THESE ITEMS SHOULD BE REPORTED AND REPAIRED.

E. TRIBAL WEED CONTROL

WEED CONTROL IS THE BIGGEST PROBLEM ON NAY OF THE NEZ PERCE TRIBAL HOUSING SITES.

IT EFFECTS THE FOLLOWING:

+AESTHETICS OF ALL SITES

+CAUSES DETERIORATION OF STREETS, CURBS, GUTTERS AND SIDEWALKS.

+REDUCES ABILITY OF CULVERTS, CATCH BASINS, AND DRAIN DITCHES TO REMOVE RUNOFF WATER QUICKLY.

+ALLOWS THE GROWTH AND SPREAD OF NOXIOUS WEEDS.

+IN SOME AREAS LEADS TO POTENTIALLY DANGEROUS GRASS FIRES. THE COMMON AREA AROUND SUNSET HEIGHTS IS PARTICULARLY VULNERABLE TO GRASS FIRES

(1) TYPE OF WEEDS

- a. SEE LIST IN ENCCLOSURES AND ENCLOSED PERCE COUNTY LISTING AN IDAHO DEPARTMENT OF HIGHWAYS ROW LIST.**

(2) BOOKS AND LITERATURE:

- 1. WEEDS OF THE WEST 9TH EDITION 2002 WESTERN SOCIETY OF WEED SCIENCE, P.O. BOX 963, NEWARK, CA 94560, 510-790-1252**
- 2. SELECTED NOXIOUS WEEDS OF THE PALOUS BY THE WHITMAN COUNTY WEED CONTROL BOARD. E. 110 ISLAND STREET, COLFAX, WA 99111 509-397-6261**
- 3. THIRTY COMMON RIGHT-OF-WAY WEEDS IN IDAHO BY K. TAYLOR COX, IDAHO DEPARTMENT OF AGRICULTURE**
- 4. NOXIOUS WEEDS A GROWING CONCERN BY THE U.S. DEPARTMENT OF INTERIOR BUREAU OF LAND MANAGEMENT**
- 5. SPECIAL WEAPONS IN THE BATTLE FOR WEED CONTROL BY BIOLOGICAL CONTROL OF WEEDS INC. LAPWAI, IDAHO 1-800-334-9363**

6. **NEZ PERCE BIOCONTROL CENTER, P.O. BOX 365, LAPWAI, ID 83540**
7. **INTEGRA WEED MANAGEMENT IN HOME LANDSCAPES AND GARDENS BY RAY D. WILLIAM**
8. **PACIFIC NORTHWEST 2004 WEED MANAGEMENT HANDBOOK BY RAY D. WILLIAM AND ANDREA G. DAILEY OF OREGON STATE UNIVERSITY. REVISED ANNUALLY. INFO CALL UNIVERSITY OF IDAHO AG PUBLICATIONS, 208-885-7982**

(3) WEED CONTROL CAN BE DIVIDED INTO FIVE AREAS

1. **LAWN AND GARDEN AROUND RESIDENTIAL PROPERTY**
2. **CURBS-GUTTERS AND SIDEWALKS, AND STREETS**
3. **DRAIN DITCHES AND WATER COURSES**
4. **OPEN AREAS**
5. **NON-CROP MUNICIPAL OR INDUSTRIAL AREAS.**

EACH OF THESE AREAS REQUIRES A DIFFERENT TYPE OF CHEMICAL AND THEY CHANGE EVERY YEAR. FOR EXAMPLE:

1. **LAWNS GARDENS REQUIRE NON-POLLUTING CHEMICALS.**
2. **CURBS-GUTTERS, STREETS AND SIDEWALKS WOULD REQUIRE A CONTACT HERBICIDE THAT SHOULD BE APPLIED TWICE PER YEAR IN APRIL AND JUNE.**
3. **DRAIN DITCHES AND WATER COURSES WOULD REQUIRE A CONTACT "RODEO" TYPE HERBICIDE APPLIED EVERY 4-6 WEEKS DURING THE GROWING SEASON FROM MARCH TO SEPTEMBER.**
4. **OPEN AREAS WOULD REQUIRE A BIOLOGICAL OR HERBICIDE MATERIAL APPLIED ONCE A YEAR.**
5. **NON-CROP AREAS LIKE FENCED AREAS AROUND PUMP STATIONS AND RESERVOIRS WOULD REQUIRE A SOIL STERILANT APPLIED ONCE A YEAR.**

(4) METHODS OF CONTROL

- a. **AN ANNUAL PROGRAM OF WEED CONTROL AND ERADICATION FROM STREET CRACKS, EDGES OF CURB & GUTTER SECTIONS, SIDEWALKS AND DRAINAGE DITCHES MUST BE VERY HIGH PRIORITY OF AVAILABLE FUNDS.**

- b. PROPERTY OWNERS SHOULD BE ENCOURAGED TO KEEP GRASS AND WEEDS UNDER CONTROL IN/AND ON THEIR OWN PROPOERTIES. RULES AND REGULATIONS IN THIS AREA SHOULD BE ENFORCED.**

- c. SPRAYING OF DITCHES, YARDS, COMMON AREAS AN EVEN BIOLOGICAL METHODS USED FOR SOME PLANTS SHOULD BE USED.**

A SPECIFIC SYSTEM OF SPRAYING MUST BE ESTABLISHED AND APPLIED WITH AN APPROVED WEED CONTROL FIRM.

THERE ARE MANY COMBINATIONS OF THE ABOVE PROGRAM. A PROGRAM DEVELOPED WITH A KNOWLEDGEABLE WEED CONTROL SPECIALIST AND A FIRM THAT APPLIES CHEMICAL AND OR BIOLOGICAL AGENTS IS THE ONLY WAY TO OBTAIN THE PROPER TREATMENT FOR THE SPECIFIC WEED AT THE PROPER TIME.

F. MAINTENANCE COST ESTIMATES

(1) WATER SYSTEMS

a. TO CHECK THE WATER SYSTEM AND STORAGE SITES AT KAMIAH AND LAPWAI WOULD REQUIRE 2 MAN DAYS ANNUALLY. AN AGREEMENT TO TEST FIRE HYDRANTS ANNUALLY SHOULD BE MADE WITH THE CITY OF KAMIAH, LALPWAI OR FIRE DISTRICT IN WHICH THE FIRE HYDRANTS ARE LOCATED.

- 1. 2 MAN DAYS AT \$20/HR X 8 HRS. = \$320**
- 2. EXPENSES AND MILEAGE \$100**
- 3. TEST FIRE HYDRANTS \$350**
- Sub-Total Approximately \$800**

b. TO CHECK WELLS, FLOW METERS, RESEVOIRS, SEWER PUMP STATIONS ETC. WEEKLY.

- 1. 1 MAN DAY/WEEK: 1x8x52x20/Hr = \$8,320**
- 2. EXPENSES AND MILEAGE \$3,500**
100MI/TRIP X 52 X \$0.40/MI. +\$700 MISC
- Sub-Total Approximately \$9,000**

c. INSPECT WELLS AND WELL HOUSES AND SEWAGE LIFT STATIONS TWICE PER YEAR AND PREPARE REPORT.

- 1. 2 SERVICE CALLS X \$600 EA = \$1,200**
- Sub-Total Approximately \$1,200**

WATER SYSTEM TOTAL APPROXIMATE \$11,000

(2) SEWER SYSTEM

- a. **SEND ANNUAL REMINDER** **\$500**

Sub-Total Approximately **\$500**

 - b. **INSPECT MANHOLES ANNUALLY AND DURING RAINY PERIODS**
 - 1. **3 MAN DAYS 2 PEOPLE W/EQUIPMENT**
3 X 2 X \$20/HR. X 8 HRS. = **\$960 +**
EQUIPMENT \$500 = **\$1,460**

Sub-Total Approximately **\$1,500**

 - c. **INSPECTION OF PUMP STATIONS CAN BE DONE AT SAME TIME OF WELL HOUSE AND PUMP INSPECTION.**
- SUB TOTAL FOR SYSTEM approximately** **\$2,000**

(3) STREET SYSTEMS

- a. **CURB, GUTTERS, CULVERTS, DRAIN DITCHES, WATER IMPOUNDMENT AREA AND REMOVAL OF DEBRIS.**
 - 1. **2 MEN 2/PICKUP AND TOOLS FOR 4 DAYS**
 - a. **2 X 4 X 8 X \$20/HR. X 2 =** **\$2,560**
 - b. **EXPENSE; MILEAGE 500 MI. X \$0.40 = \$200**
+ EXP (\$300) = **\$500**

 - 2. **CRACK SEALING, SEAL COATING AND CHIP SEAL WOULD HAVE TO BE BID EACH YEAR**
 - a. **900 LF OF CRACK SEALING 900 X \$0.50/FT=**
 - b. **1000 LF OF 28" WIDE STREET CHIP & SEAL = \$5,000**
- Sub-Total Approximately** **\$9,000**

THE BEST WAY TO HANDLE STREET REPAIRS IS TO SET A BUDGET EACH YEAR AND THEN DO AS MUCH AS YOU CAN FOR THAT AMOUNT. THIS CAN BE CONTRACTED OUT TO KAMIAH OR LAPWAI OR BID TO A LOCAL CONTRACTOR.

(4) PROPERTY MAINTENANCE FOR NPTHA & PRIVATELY OWNED HOUSES

TWICE ANNUAL WALK THROUGH INSPECTION	
1 MAN 9 HRS X \$20/HR X 2 =	\$360
EXPENSE	\$100
Sub-Total Approximately	\$500

(5) WEED CONTROL

THIS AREA OF THE MAINTENANCE PROGRAM IS THE MOST DIFFICULT. IT REQUIRES A COMMITMENT OF LABOR AND CONTINUED INVESTMENT TO REMOVE AND EVENTUALLY ERADICATE NOXIOUS WEEDS.

DURING THE SUMMER MONTHS THE HIRING OF SEVERAL HIGH SCHOOL SUDENTS OR COLLEGE STUDENTS COULD BENEFIT BOTH THE STUDENTS AND THE HOUSING AUTHORITY. A PART TIME JOB OF 3 DAYS PER WEEK FOR 3 MONTHS WOULD GO A LONG WAY TO CONTROLLING GRASS AND WEED CONTROL IF PROPERLY SUPERVISED.

A. 3 STUDENTS X 8 HRS/DAY X 27 DAYS X \$10/HR.* = \$5,184

C. SPRAYING OF NOXIOUS WEEDS BY A COMMERCIAL COMPANY OR USING THE BIO CHEMICAL COMPANY AT LAPWAI WOULD INVOLVE AN EXPENDITURE \$5,000 DOLLARS PER YEAR. THIS NUMBER COULD ONLY BE ARRIVED AT BY DEVELOPING A PLAN AS EXPLAINED EARLIER. FOR PURPOSE OF THIS STUDY, WE WILL ASSUME A BUDGET NUMBER OF \$5,000

Sub-Total Approximately \$10,000

G. PROPERTY MAINTENANCE BUDGETS

(1) WATER	\$11,000
(2) SEWER	\$2,000
(3) STREETS	\$9,000
(4) NPTHA HOUSING	\$500
(5) WEED CONTROL	<u>\$10,000</u>
TOTAL ANNUAL BUDGET	\$32,500

Internal Control Questionnaire and Assessment

2 CFR § 200.303 (a) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards, states that the non-Federal entity must establish and maintain effective internal control over the Federal award that provides reasonable assurance that the non-Federal entity is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework,” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

Internal Control Primer—Basics of Internal Control

In 1992, the Committee of Sponsoring Organizations (COSO)¹ of the National Commission on Fraudulent Financial Reporting (also known as the Treadway Commission) published a document called: *Internal Control – Integrated Framework*, which defined internal control as “a process, effected by an entity’s board of directors, management and other personnel, designed to provide reasonable assurance regarding the achievement of objectives” in three categories:

1. Effectiveness and efficiency of operations
2. Reliability of financial reporting, and
3. Compliance with applicable laws and regulations

Internal control can be judged as effective in each of these categories if the board of directors and management have reasonable assurance that:

1. They understand the extent to which the entity’s operations objectives are being achieved.
2. Published financial statements are being prepared reliably.
3. Applicable laws and regulations are being complied with.

The COSO Framework went on to say that internal control consists of five interrelated components as follows:

¹ The Committee of Sponsoring Organizations consists of the American Institute of CPAs (AICPA), the Institute of Management Accountants (IMA), the Institute of Internal Auditors (IIA), Financial Executives International (FEI), and the American Accounting Association (AAA).

1. *Control environment.* Sometimes referred to as the “tone at the top” of the organization, meaning the integrity, ethical values and competence of the entity’s people, management’s philosophy and operating style, the way management assigns authority and responsibility, organizes and develops its people, and the attention and direction provided by the board of directors. It is the foundation for all other components of internal control, providing discipline and structure.
2. *Risk assessment.* The identification and analysis of relevant risks to achieve the objectives which form the basis to determine how risks should be managed. This component should address the risks, both internal and external, that must be assessed. Before conducting a risk assessment, objectives must be set and linked at different levels.
3. *Control activities.* Policies and procedures that help ensure that management directives are carried out. Control activities occur throughout the organization at all levels in all functions. These include activities like approvals, authorizations, verifications, reconciliations, reviews of operating performance, security of assets and segregation of duties.
4. *Information and communication.* Addresses the need in the organization to identify, capture and communicate information to the right people to enable them to carry out their responsibilities. Information systems within the organization are key to this element of internal control. Internal information, as well as external events, activities and conditions must be communicated to enable management to make informed business decisions and for external reporting purposes.
5. *Monitoring.* The internal control system must be monitored by management and others in the organization. This is the framework element that is associated with the internal audit function in the company, as well as other means of monitoring such as general management activities and supervisory activities. It is important that internal control deficiencies be reported upstream, and that serious deficiencies are reported to top management and the board of directors.

Subsequent sections of this document emphasize the “17 Principles” of internal control developed by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) and presented in the Internal Control – Integrated Framework (2013). The five components of internal control listed above are basically identical to the five standards of internal control and reflect the same concepts that the “Standards for Internal Control in the Federal Government” utilizes.

The principles are reflected in groupings of questions related to major areas of control focus within the organization. Each question represents an element or characteristic of control that is or can be used to promote the assurance that operations are executed as management intended.

It should be noted that Tribes/TDHEs (as non-federal entities) may have adequate internal controls even though some or all of the listed characteristics are not present. Tribes/TDHEs could have other appropriate internal controls operating effectively that are not included here. The Tribe/TDHE will need to exercise judgment in determining the most appropriate and cost effective internal control in a given environment or circumstance to provide reasonable assurance for compliance with Federal program requirements.

Completing the Document

On a scale of 1 to 5, with “1” indicating the greatest need for improvements in internal controls and “5” indicating that a strong system of internal controls already exists, select the number that best describes your current operating environment. Please provide details in the comments/explanations field for each statement with a score of 1 or 2.

CONTROL ENVIRONMENT

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
Principle 1. The organization demonstrates a commitment to integrity and ethical values.							
1.	TRIBE/TDHE management and the board’s expectations translate into an organizational statement of beliefs, values, and standards of conduct that the staff exhibit daily.						
2.	TRIBE/TDHE’s standards of conduct are communicated and reinforced to all levels of the TRIBE/TDHE.						
3.	Processes are in place to evaluate the performance of staff against expected standards of conduct.						
Principle 2. The board demonstrates independence from management and exercises oversight of the development and performance of internal control.							
4.	The Board /Council define, maintain, and periodically evaluate the skills and expertise needed among its members to enable them to question and scrutinize management’s activities and present alternate views.						
5.	How well does the committee that oversees internal control over financial reporting and the integrity and transparency of those reports complete these tasks?						
6.	The board establishes the expectations and evaluates the performance of the chief executive officer or equivalent role.						
Principle 3. Management establishes, with board oversight, structures, reporting lines, and appropriate authorities and responsibilities in the pursuit of objectives.							
7.	The organizational structure is appropriate for the size and complexity of the TRIBE/TDHE.						

8.	Specific lines of authority and responsibility are established to ensure compliance with federal and state laws and regulations.						
9.	The TRIBE/TDHE management/board understands the importance of internal controls, including the division of responsibility.						
Principle 4. The organization demonstrates a commitment to attract, develop, and retain competent individuals in alignment with objectives.							
10.	Regular employee evaluations are documented and shared with employees.						
11.	The TRIBE/TDHE continuously provides mentoring and training opportunities needed to attract, develop, and retain sufficient and competent personnel.						
12.	The TRIBE/TDHE checks credentials, references, and past work experience of potential new hires.						
Principle 5. The organization holds individuals accountable for their internal control responsibilities in the pursuit of objectives.							
13.	The TRIBE/TDHE holds periodic training to ensure employees are aware of their duties pertaining to internal control (e.g. segregation of duties, safeguarding TRIBE/TDHE assets). Training needs are continuously reevaluated.						
14.	Controls and documentation are in place to substantiate that employees have received periodic training and are aware of their duties pertaining to internal controls.						
15.	Disciplinary actions are documented and available for employee review. Where applicable, the TRIBE/TDHE has a documented corrective action program/coaching plan for employees facing disciplinary actions.						

RISK ASSESSMENT

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
Principle 6. The organization specifies with sufficient clarity to enable the identification and assessment of risks relating to objectives.							
16.	The TRIBE/TDHE specifies objectives with sufficient clarity enabling the identification and assessment of risks that threaten the achievement of those objectives.						
17.	Management uses operational objectives as a basis for allocating the resources needed to attain desired operational and financial performance.						
18.	The TRIBE/TDHE sets entity-wide financial reporting controls and assesses the risks that those controls will not prevent material misstatements, errors, or omissions in the financial statements. Risk acceptance or avoidance is limited to instances where identified risks would not individually or in aggregate result in material misstatements, errors, or omissions.						
Principle 7. The organization identifies risks to the achievement of its objectives across the entity and analyzes risks as a basis for determining how the risks should be managed.							
19.	Management ensures that risk identification considers both internal and external factors and their impact on the achievement of objectives.						
20.	The TRIBE/TDHE adequately and effectively manages risks to the organization and has designed internal controls that mitigate the identified risks.						
21.	The TRIBE/TDHE develops performance indicators for key objectives and monitors the status of the indicators on a regular basis.						

Principle 8. The organization considers the potential for fraud in assessing risks to the achievement of objectives.							
22.	The TRIBE/TDHE periodically performs an assessment of its exposure to fraudulent activity and how the operations could be impacted.						
23.	The TRIBE/TDHE periodically performs an assessment of each of its operating locations potential exposure to fraudulent activity and how the operations could be impacted.						
24.	The TRIBE/TDHE’s assessment of fraud risks considers opportunities for unauthorized acquisition, use and disposal of assets, altering the reporting records, or committing other inappropriate acts.						
Principle 9. The organization identifies and assesses changes that could significantly impact the system of internal control.							
25.	The TRIBE/TDHE has mechanisms in place to identify and react to risks presented by changes in government, regulatory, economic, operating, or other conditions that could affect the achievement of the goals and objectives.						
26.	The most significant risks affecting the TRIBE/TDHE have been identified. Describe these significant risks in the comments/explanation section.						
27.	The most significant risks, identified above, have controls designed and implemented that mitigate risks associated with each.						

CONTROL ACTIVITIES

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
Principle 10. The organization selects and develops control activities that contribute to the mitigation of risks to the achievement of objectives to acceptable levels.							
28.	Management determines which relevant business processes require control activities.						
29.	Management considers control activities at various levels in the TRIBE/TDHE.						
30.	Management segregates incompatible duties, and where such segregation is not practical, management selects and develops alternative control activities.						
Principle 11. The organization selects and develops general control activities over technology to support the achievement of objectives.							
31.	Management selects and develops control activities that are designed and implemented to restrict technology access rights to authorized users commensurate with their job responsibilities and to protect the entity’s assets from external threats.						
32.	Management selects and develops control activities over the acquisition, development, and maintenance of technology and its infrastructure to achieve management’s objectives.						
33.	The TRIBE/TDHE has a process that requires regular back-up of computer files and testing of the back-up files to ensure proper functionality.						
Principle 12. The organization deploys control activities through policies that establish what is expected and in procedures that put policies into action.							
34.	The TRIBE/TDHE has policies and procedures addressing proper segregation of duties between the authorization, custody, and recordkeeping for the following tasks, if						

CONTROL ACTIVITIES

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
	applicable: Prepaid Program Items (Participant Support Costs), Cash/Receivables, Equipment, Payables/Disbursements, Procurement/Contracting, and Payroll/Human Resources. For tasks lacking the appropriate segregation of duties describe any compensating controls in place in the comments/explanations section.						
35.	Management performs periodic review of policies and procedures to determine their continued relevance, and refreshes them when necessary.						
36.	The TRIBE/TDHE maintains policies and procedures to facilitate the recording and accounting of transactions in compliance with laws, regulations, and provisions of contracts and grant agreements.						

INFORMATION AND COMMUNICATION

<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
<i>Weak</i>		<i>Strong</i>			
1	2	3	4	5	

Principle 13. The organization obtains or generates and uses relevant, quality information to support the functioning of other components of internal control.

37.	Federal, state, or grant program rules or regulations are reviewed with one or more of the following: governing board, audit, finance or other committee.						
38.	The TRIBE/TDHE maintains and follows procedures for record filing, retention, and disposal of accounting records and supporting documentation in accordance with applicable regulations.						
39.	The TRIBE/TDHE’s accounting system provides for separate identification of federal grant transactions and non-federal transactions and allocations of transactions that benefit both.						

Principle 14. The organization internally communicates information, including objectives and responsibilities for internal control, necessary to support the functioning of other components of internal control.

40.	Communication exists between management and the board of directors so that both have information needed to fulfill their roles with respect to the TRIBE/TDHE’s objectives.						
41.	The Code of Conduct, or other policies, expressly prohibits override of internal controls by management.						
42.	Management has a process for the development, approval and implementation of policy updates and communicates those updates to staff.						

Principle 15. The organization communicates with external parties regarding matters affecting the functioning of other components of internal control.

43.	The TRIBE/TDHE has a Whistleblower policy for people to report suspected improprieties regarding fraud; errors in financial reporting, procurement, and contracting; improper use or disposition of equipment; and misrepresentation or false						
-----	---	--	--	--	--	--	--

INFORMATION AND COMMUNICATION

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
	statements.						
44.	The TRIBE/TDHE has processes in place to communicate relevant and timely information to external parties.						
45.	The TRIBE/TDHE has processes in place to communicate the results of reports provided by the Independent Auditor, and Federal Awarding Agencies to the Board/Council.						

MONITORING ACTIVITIES

		<i>Self-Assessment of Policies, Procedures, and Processes</i>					Comments/Explanations
		<i>Weak</i>		<i>Strong</i>			
		1	2	3	4	5	
Principle 16. The organization selects, develops, and performs ongoing and/or separate evaluations to ascertain whether the components of internal control are present and functioning.							
46.	The TRIBE/TDHE periodically evaluates business processes such as cash management, budget to actual results, repayment or reprogramming of interest earnings, draw down of funds, procurement, and contracting activities.						
47.	The TRIBE/TDHE ensures compliance with period of availability requirements.						
48.	TRIBE/TDHE management periodically visits other decentralized locations (including subrecipients) to determine whether policies and procedures are being followed as intended.						
Principle 17. The organization evaluates and communicates internal control deficiencies in a timely manner to those parties responsible for taking corrective action, including senior management and the board of directors, as appropriate.							
49.	The TRIBE/TDHE periodically evaluates internal controls, tests for compliance with federal requirements, and communicates the results of those evaluations to the TRIBE/TDHE’s Board/Council.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
50.	The TRIBE/TDHE monitors subrecipients to ensure that federal funds provided are expended only for allowable activities, goods, and services and communicates the monitoring results to the TRIBE/TDHE’s Board/Council.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

	A	B	C	D	E	F	G	H	I	J	K
1	YSHA CASH FLOW PLANNING										
2											
3	Sources of Financing					Type	Units	Avg. Mo. Rent	<i>Total Monthly Payments</i>	Rent Roll 12-04	
4	NAHASDA		\$ 1,942,475			low rent	236	\$ 143	\$ 33,630		\$37,560
5	Project		\$ -			MH	50	\$ 77	\$ 3,850		-\$3,850
6	Project		\$ -						\$ -		\$33,710
7	Project						0	\$ -	\$ -		\$143
8	Project							\$ -	\$ -		
9	Project								\$ -		
10	Project					TOTAL	286	\$ 37,480	\$ 37,480	\$37,560	
11	Total Rental Income		\$ 449,760			Annual Rental Income		\$ 449,760			0.480256
12	TOTAL REVENUE		\$ 2,392,235			Vacancy	7.5%	\$ 33,732			
13						Net Rental Income		\$ 416,028			
14						Admin./Repair		\$ 1,295,645	\$ 107,970		
15						Collections		\$ 233,875			
16	Rental Income		\$203,160			Reserve		\$ -			
17	Operating Expenses		-\$1,335,645			Net Operating Income		\$ (1,113,492)			
18	NET Income		-\$1,132,485			DCR		1.15			
19						Available for Mortgage		\$ (968,254)			
20						Term	30				
21	NAHASDA		\$ 1,942,475			Int. Rate	6.25%				
22	Deficit		\$ (1,132,485)								
23			\$ 809,990								
24											
25											
26						Monthly Insurance, Administration Fees					
27						Insurance	Admin./Repair				
28						3 BR	\$30	\$100			
29						4 BR	\$35	\$100			
30						5 BR	\$40	\$100			
31											
32											
33											
34											
35	Income Targeting										

***NPTHA
OPTION TO PURCHASE
USE & OCCUPANCY
AGREEMENT***

RECITAL 5

I.	PREMISES.....	7
II.	USE OF PREMISES	7
III.	TERM.....	8
IV.	RULES OF CONDUCT	8
V.	PAYMENTS DUE UNDER THE AGREEMENT	8
VI.	RENT	9
VII.	OCCUPANCY	10
VIII	CONDITION OF PREMISES	11
IX.	MAINTENANCE AND REPAIR	11
X.	HOUSEKEEPING STANDARDS	12
XI.	ALTERATIONS AND IMPROVEMENTS.....	14
XII	RIGHT OF INSPECTION	14
XIII	UTILITIES.....	14
XIV	CLIENT ACTION PLAN & HOUSING COUNSELING.....	15
XV	ANIMALS	15
XVI	VEHICLES, VEHICLE PARTS AND DEBRIS	15
XVII	NPTHA POLICIES.....	15
XVIII	USE RESTRICTIONS	16
XIX	RISK OF LOSS/INSURANCE.....	16
XX	QUIET ENJOYMENT.....	16
XXI	FIRE	16

XXII	PERSONAL PROPERTY	16
XXIII	ASSIGNMENT AND SUBLETTING	17
XXIV	DEFAULT	17
XXV	ABANDONMENT OF PERSONAL PROPERTY	17
XXVI	OPTION TO PURCHASE	17
XXVII	PURCHASE PRICE.....	18
XXVIII	RECAPTURE OF SUBSIDY	18
XXIX.	PURCHASE AGREEMENT.....	18
XXX.	RESTRICTIONS ON OWNERSHIP INTEREST.....	19
XXXI.	RESTRICTIONS ON SALE, TRANSFER OR CONVEYANCE	19
XXXII.	NOTICES.....	19
XXXIII.	WAIVERS.....	19
XXXIV.	ATTORNEY FEES	19
XXXV.	HOMEBUYER'S PROPERTY	20
XXXVI.	MODIFICATION.....	20
XXXVII	NUMBER AND GENDER	20
XXXVIII	GOVERNING LAW	20
XXXIX	SEVERABILITY	20

Attachments

Attachment A Homesite Lease & Covenants

Attachment B Client Action Plan

Attachment C

Attachment D

Attachment E

RECITAL

This program is a Lease/Purchase program that provides the Lessor with an exclusive Option to Purchase a home in Sundown Heights Subdivision. The Lessor must exercise the option to purchase within a timeframe specified in the Lessor's Client Action Plan (CAP). At least one of the applicants must be an enrolled member of the Nez Perce Tribe, although preference will be given to all Nez Perce Families who are enrolled members of the Nez Perce Tribe. Participants are renting until a specified time by which they will exercise the option to purchase or otherwise terminate their Use & Occupancy Agreement. Participants during the term of this program do not have and will not accumulate any equity in the property until such time that the option to purchase is exercised. No homebuyer shall have any right to a refund of rents upon termination by expiration of the term of the Use and Occupancy Agreement or termination for any other reason. All applicants must be able to pay the minimum rent and achieve mortgage readiness according to their CAP but not to exceed three (3) years.

The purchase of a home under this program is a leasehold purchase. It only includes the house and does NOT include the purchase of the land on which the home is located. The Homebuyer may be required to surrender and vacate the home being purchased under this Program upon expiration of the land lease or in the event of relinquishment of enrollment in the Nez Perce Tribe without payment or other compensation. This program is designed to assist primarily low-income families and moderate-income families who can meet certain conditions.

All homes purchased through the Lease with Option to Purchase Program will be developed by NPTHA in the Sundown Heights Subdivision, which is located on tribal trust property within the territorial jurisdiction of the Nez Perce Tribe. NPTHA will prequalify all prospective homebuyers through an application and screening process that is approved by the lender partner. The NPTHA Lease with Option to Purchase Program will transition eligible homebuyers to purchasing a home in Sundown Heights under the Section 184 (Loan Guarantee Program) of the Housing and Community Development Act of 1992 (Pub. L.102-550) through homebuyer education and one-on-one counseling and gap financing depending on eligibility and need. Gap financing may be in the form of a loan or a forgivable subordinate mortgage.

Under the Use and Occupancy Agreement the NPTHA is providing a Homebuyer the opportunity to use and occupy a home at Sundown Heights Subdivision pending financing of the leasehold interest in the home by the Homebuyer under Section 184 of the Housing and Community Development Act of 1992 (Pub. L.102-550). The Homebuyer will have no interest in the leasehold interest in the home until financing of the home under a leasehold mortgage is secured within the period identified in the CAP. If this Use and Occupancy Agreement is forfeited or terminated, all rights of the Homebuyer to purchase a leasehold in a home under this Agreement will be forfeited and terminated.

The Lease with Option to Purchase Program seeks to respond to the following goals:

- 1) To promote affordable homeownership opportunities for those low-income enrolled members who need assistance in qualifying for mortgage financing.
- 2) To provide homeownership opportunities for low-income enrolled members to better

access the private mortgage market for homeownership on tribal trust property.

3) To promote self-sufficiency of tribal members.

LEASE WITH AN OPTION TO PURCHASE USE & OCCUPANCY AGREEMENT

THIS Lease with an Option to Purchase Use and Occupancy Agreement, hereinafter referred to as "Agreement," made this ___ day of August, 2005, by and between NEZ PERCE TRIBAL HOUSING AUTHORITY, hereinafter referred to as "NPTHA," and _____ (aka _____), hereinafter referred to as Homebuyer.

WITNESSETH:

I. PREMISES

The NPTHA hereby leases unto the Homebuyer and Homebuyer leases from NPTHA the premises at _____, more particularly described as Sundown Heights Subdivision, Lot No. ____, __ with an Exclusive Option to Purchase and Homebuyer, during the term hereof, does not have and will not accumulate any equity in the property nor shall Homebuyer have any right to a refund of rents upon termination by expiration of the term hereof or otherwise.

II. USE OF PREMISES

A. The premises shall be a single-family residence and be used and occupied by Homebuyer exclusively as his **principle residence**. Neither the premises, nor any part of the premises, shall be used at any time during the term of this Agreement by Homebuyer for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private single-family residence without prior written approval of the NPTHA.

B. Should Homebuyer, any member of Homebuyer's household, or Homebuyer's guests, engage in any criminal activity that threatens the health, safety, or right of peaceful enjoyment of the premises by other tenants, employees of NPTHA, persons residing in the immediate vicinity of premises, or engage in drug related criminal activity occurring on or off the premises, this Agreement shall be subject to termination. The Homebuyer, any member of the Homebuyer's household, a guest, or another person under the Homebuyer's control shall not engage in:

1. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the NPTHA's housing dwelling units by other residents or employees of the NPTHA.
2. Any drug-related criminal activity on or off the premises. Any criminal activity in violation of the preceding sentence shall be cause for termination of tenancy, and for eviction from the unit. (For the purposes of this Agreement, the term drug-related criminal activity means the illegal possession, manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance as defined in Section 102 of the Controlled Substances Act.)

For purposes of this section, criminal activity that threatens the health, safety, or right to

peaceful enjoyment of the NPTHA's housing premises by other residents or their guests shall include, but not be limited to any of the following serious misconduct on, in, adjacent to, or in reasonable proximity so as to place occupants in fear of the leased premises or projects:

- Physical assault or the threat of physical assault to any person whatsoever;
 - Use of a firearm or other weapon or the threat to use a firearm or other weapon;
 - Illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute or use, of a controlled substance;
 - Sexual molestation, debauchery of a minor, prostitution and other similar or related serious misconduct
 - Providing alcohol to minors.
3. Alcohol abuse that the NPTHA determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents. Any violation of this Agreement which involves criminal activity (items (1), (2), and (3) above) shall be cause for termination of this Agreement and for eviction from the leased dwelling unit. Neither an arrest nor a conviction need be proved to obtain Homebuyer's eviction for a violation of this policy.

III. TERM

The term of this Agreement shall be month to month, but not to exceed the date of mortgage readiness indicated in the Client Action Plan (Attachment B). Either party may terminate this Agreement upon written notice to the other of termination at least 30 days prior to the end of the month.

IV. RULES OF CONDUCT

The Homebuyer agrees:

- A. To refrain from, and to cause his household and guests to refrain from, destroying, defacing, damaging, or removing any part of the home or grounds.
- B. To conduct himself and cause other persons who are on the premises with his consent to conduct themselves in a manner which will not disturb his neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the neighborhood in a decent, safe and sanitary condition.

V. PAYMENTS DUE UNDER THE AGREEMENT

A. The rent for the premises is \$_____) per month to be paid by or on behalf of the Homebuyer to the NPTHA OP Program at the following address: NPTHA Lease with an Option to Purchase Program, P. O. Box 188, Lapwai, ID 83540. Rent shall be paid in advance on or before the first day of each month. The amount of rent is subject to change during the term of the Agreement as determined by the NPTHA. The Homebuyer will be provided with 30 days written notice prior to the effective date of any rent increase.

B. If the required rental payment is not received by close of business on the **10th** day of the month, NPTHA staff will issue a Delinquency Notice, sent by regular mail, and a **\$15** fee will be added to

the amount. Continued delinquencies will be charged \$15 per month until the delinquency is cured. Collections will be in accordance with the NPTHA Collection and Eviction Policy.

Payments made as rent will be applied at NPTHA discretion to any outstanding balances which may include rent, utilities, maintenance, or any other balances owed. **The NPTHA retains the right to accept partial payments after a delinquency notice or termination notice has been issued. NPTHA's acceptance of any such partial payments does not constitute a waiver of NPTHA's rights under any such notice.**

C. Security/Cleaning Deposit: Homebuyer agrees to pay a security/cleaning deposit in the total amount of \$500.00. Upon termination of this Agreement, release of said deposit is subject to the following terms and conditions:

- A written thirty (30) day notice to vacate.
- At the time of termination there is no damage to the property beyond ordinary wear and tear, and the property is in the same condition of cleanliness;
- The inspection form, made a part of this agreement, will be used to determine the condition and cleanliness of the premises at the beginning and termination of the tenancy;
- There are no unpaid late charges, delinquent rents, or any other unpaid charges;
- All keys must be returned or charges will continue until the NPTHA has possession. In the event keys are not returned, written notice must be submitted explaining that the keys are lost and that the premises will be vacant as of a specific date.
- All debris, rubbish and discards are placed in proper disposal containers;
- Forwarding address left with NPTHA;
- The deposit or remainder, if any, after any required cleaning and repair, will be refunded within ninety (90) days, contingent upon no unforeseen circumstances, by check made payable to each person signing this agreement, and mailed to the forwarding address.
- If Homebuyer exercises option to purchase, the deposit will be applied to the purchase price.

D. A schedule of typical charges to Residents for maintenance and repair beyond normal wear and tear shall be posted in the NPTHA office and incorporated into this Agreement by reference. Charges are due and payable on the date stated in the notice in which the charge is made, but not later than thirty (30) days after mailing of the notice. All charges other than rent will be added to the monthly rental payment. Failure to repay all amounts owed is grounds for termination.

VI. RENT

A. Rent Payment for Low-Income Families: During the rental phase of the OP program, low income families will be charged a monthly rent payment based upon the following:

1. Debt service on the underlying NPTHA loan for the home plus

2. An income based management fee of a minimum of which shall be established annually by the Executive Director.

B. Rent Payments for Moderate-Income Families:

1. Families who are moderate-income either at the time of application or during their tenancy are not eligible for the same benefits as low-income families and must have their rental payment **CALCULATED** in accordance with the NPTHA policy for non-low-income families. Monthly rental payments will be based on the following, whichever is greatest:
 - a. The Fair Market Rent published by HUD in the Federal Register
 - b. The debt service based on the contract purchase price **PLUS THE MONTHLY MANAGEMENT FEE.**

C. Homebuyer agrees to furnish NPTHA, once each year or more often as requested by NPTHA, accurate documentation as required by the NPTHA concerning income, employment, assets, and family composition for use by NPTHA in determining continued eligibility. A failure to provide accurate and complete information within Fourteen (14) days of the request is grounds for termination of this Agreement, and rent will automatically be adjusted to reflect at NPTHA's option, either the federal Fair Market Rent for the area as published in the FEDERAL REGISTER. Such adjusted rent will commence on the first day of the subsequent month. Failure to provide the requested information within 30 days of the request will result in NPTHA action to terminate assistance.

D. If it is found that Homebuyer now or hereafter **INTENTIONALLY OR UNINTENTIONALLY** misrepresented to NPTHA his income, employment, assets, or family composition, then in that event the rent will be adjusted retroactively to the date of the prior determination if the Homebuyer's income is found to be moderate-income or above.

F. In the event of any rent adjustment, NPTHA will provide a Notice of Rent Adjustment to the Homebuyer. The change in rent will become effective on the first day of the month following the change in income.

G. If NPTHA determines that because of a decrease in Homebuyer's income that Homebuyer is no longer eligible for the OP Program, this agreement will be terminated Thirty (30) days from the date of said notice that participant no longer qualifies for the Lease with an Option to Purchase Program.

VII. OCCUPANCY

A. Homebuyer agrees that only the following persons listed below will be permitted to occupy the unit. Management must be immediately notified if changes to the household should occur. Occupancy by any persons is subject to the eligibility requirements of the NPTHA Lease with an Option to Purchase Program. Eligibility **MUST** be certified **PRIOR** to any additional persons taking occupancy.

Resident agrees that the persons identified below are the only persons who will reside at the leased premises:

Names	Relationship	Social Security Number	Date of Birth
	Head	000 00 0000	00/00/0000
	Co-Head		
	Dependent		
	Dependent		
	Dependent		

B. The Homebuyer shall have the right to exclusive use and occupancy of the leased premises. Guests or visitors of the Homebuyer may be accommodated no longer than a period of **two (2)** weeks. "Guest" means a person in the unit with the consent of the Homebuyer. If any visit will extend beyond one week, the Homebuyer must notify the NPTHA, stating the reasons for the extended visit, which must be authorized in writing by the NPTHA. Failing to notify NPTHA is a serious violation and constitutes cause for immediate termination.

VIII CONDITION OF PREMISES

Homebuyer stipulates that he/she/they has/have examined the premises, including the grounds, buildings, improvements and appliances, and that they are, at the time of this Agreement, in good order, good repair, safe, clean and tenable condition, and accepts the same "**AS IS," AND WITH ALL FAULTS.**" The A Move-In Inspection form, made a part of this agreement by reference, will be used to determine the condition and cleanliness of the premises at the beginning and termination of tenancy.

IX. MAINTENANCE AND REPAIR

A. Homebuyer will, at his sole expense, keep and maintain the leased premises, including the grounds, buildings, improvements and appliances in good order, good repair, safe and clean and sanitary.

B. Homebuyer shall make all necessary repairs, alterations and improvements to the dwelling with reasonable promptness at his own cost and expense, including repairs and replacements necessitated by damage from any cause.

C. Homebuyer shall notify NPTHA promptly of all known need for repairs and of any known unsafe conditions on the premises or grounds, which may either lead to damage or to injury.

D. Failure of the Homebuyer to perform his maintenance obligations constitutes a breach of this Agreement. Upon a determination by the NPTHA that a breach has occurred, the NPTHA shall require the Homebuyer to agree to a specific plan of action to cure the breach and to assure future compliance. The plan shall provide for maintenance work to be done within a reasonable time by the Homebuyer in a good workmanlike manner in accordance with the Uniform Building Code. If the Homebuyer fails to carry out the plan, the NPTHA shall have the work done and charge the cost to the Homebuyer thereof. Such charges will be billed by the NPTHA to the Homebuyer as additional rent.

E. If the condition of the property creates a hazard to the life, health or safety of the occupants and the Homebuyer fails to correct the deficiency in an expeditious manner, the NPTHA shall have the work done, and charge the cost thereof to the Homebuyer.

F. Any work performed by the NPTHA shall be documented by a work order stating the nature of and charge for the work.

X. HOUSEKEEPING STANDARDS

In an effort to improve the livability and conditions of the units owned and managed by the NPTHA, uniform standards for resident housekeeping have been developed for all resident families.

A. NPTHA Responsibility: The standards that follow will be applied fairly and uniformly to all residents. The NPTHA will inspect each unit at least annually, to determine compliance with the standards. Upon completion of an inspection, the NPTHA will notify the Homebuyer in writing if he/she fails to comply with the standards. The NPTHA will advise the Homebuyer of the specific correction(s) the NPTHA will perform and those that the Homebuyer will be required to perform to establish compliance, and indicate whether or not mandatory counseling is required. Within a reasonable period of time, the NPTHA will schedule a second inspection. Failure to comply with (3) three requests for unit inspection within 30 days will constitute a violation of the terms of this Agreement and is grounds for termination of the Agreement and may result in eviction. Training will be available at no cost to the Homebuyer requesting or needing assistance in complying with the Housekeeping Standards.

B. Homebuyer Responsibility: Homebuyer is required to abide by the standards set forth below. Failure to abide by the Housekeeping Standards which results in the creation or maintenance of a threat to health or safety is a violation of the terms of this Agreement and can result in eviction.

C. Housekeeping Standards: Inside the Unit

General–

- Walls should be clean, free of dirt, grease, holes, cobwebs, and fingerprints.
- Floors should be clean, clear, dry and free of hazards
- Ceilings should be clean and free of cobwebs.
- Windows should be clean and not nailed shut with shades or blinds intact.
- Woodwork should be clean, free of dust, gouges, or scratches.

- Doors should be clean, free of grease and fingerprints, with functional locks.
- Heating units should be dusted and access uncluttered.
- Trash shall be disposed of properly and not left in the unit.
- Entire unit should be free of rodent or insect infestation.

Kitchen--

- Stove should be clean and free of food and grease.
- Refrigerator should be clean. Freezer door should close properly and gaskets should be clean.
- Cabinets should be clean and neat. Cabinet surfaces and counter top should be free of grease and spilled food. Cabinets should not be overloaded. Storage under the sink should be limited to small or lightweight items to permit access for repairs. Heavy pots and pans should not be stored under the sink.
- Exhaust fan filters should be free of grease and dust.
- Sink should be clean, free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
- Food storage areas should be neat and clean without spilled food.
- Trash/garbage should be stored in a covered container until removed to the disposal area.

Bathroom--

- Toilet and tank should be clean and odor free. Condensation should be wiped regularly.
- Tub and shower should be clean and free of excessive mold and mildew. Where applicable, shower curtains should be in place, and of adequate length.
- Sink should be clean.
- Vanities should be kept clean and free of water leakage.
- Exhaust fan should be free of dust.
- Floor should be clean and dry.

Storage Areas--

- Linen closet should be neat and clean.
- Other closets should be neat and clean.
- No highly flammable materials should be stored in the unit.
- Other storage areas should be clean, neat and free of hazards.

D. Housekeeping Standards: Outside the Unit

The following standards apply to family and scattered site development only; some standards apply only when the area noted is for the exclusive use of the Homebuyer:

- Yards are to be free of debris, trash, and inoperable vehicle and vehicle parts. Exterior walls should be free of graffiti.
- Porches (front and rear) should be clean and free of hazards. No items are to be stored on the porch. Porch furnishings shall not impede access to the unit.
- Steps (front and rear) should be clean and free of hazards.

- Sidewalks should be clean and free of hazards.
- Storm doors should be clean, with glass or screens intact..
- Hallways should be clean and free of hazards.
- Yards are to be maintained at the Homebuyer's expense except that lawn mowing will be at the NPTHA's expense.
- Laundry areas should be clean and neat. Remove lint from dryers after use.
- Utility room should be free of debris, motor vehicle parts, and flammable materials.

XI. ALTERATIONS AND IMPROVEMENTS

A. Homebuyer shall make no alterations to the buildings on the premises, or construct any building or make other improvements on the premises, including painting of the interior or exterior, without the prior, express and written consent of NPTHA.

B. All alterations, changes, and improvements built, constructed or placed on the premises by Homebuyer, with the exception of fixtures removable without damage to the premises, and removable personal property, shall, unless otherwise provided by written agreement between NPTHA and Homebuyer, be the property of NPTHA and remain on the premises at the expiration or earlier termination of this Agreement.

XII RIGHT OF INSPECTION

A. NPTHA's agents shall have the right at all reasonable times during the term of this Agreement, with reasonable prior notice, to enter the premises for the purposes of inspecting the premises and all buildings and improvements thereon to verify that Homebuyer is meeting his maintenance obligations and to provide maintenance counseling.

B. NPTHA shall have the right to enter Homebuyer's premises without prior notice if NPTHA reasonably believes that an emergency exists that requires such entrance or to cure breaches under this Agreement. NPTHA will promptly notify Homebuyer in writing of the date, time and purpose of such entry, and of the circumstances which necessitated access.

C. Homebuyer's refusal to allow NPTHA to enter the premises and all buildings as herein set forth is grounds for termination of this agreement.

D. The Homebuyer agrees that the NPTHA or an agent of the Tribe shall have unlimited and unrestricted right of access to the land on which the home is located for the purpose of _____ .

XIII UTILITIES

A. Homebuyer shall be responsible for arranging and paying for all utility services required on the premises, including water, sewer, solid waste assessment, and gas and electric charges. Promptly upon execution of this Agreement, Homebuyer shall furnish to the NPTHA evidence that all arrangements with the proper utility companies for inception of service in Homebuyer's name have

been completed.

B. Failure on the part of the Homebuyer to provide all the necessary utility services, including payment for utilities or deposits for utility services, during any part of the term of this Agreement is grounds for termination of the Agreement.

XIV CLIENT ACTION PLAN & HOUSING COUNSELING

A. Homebuyer covenants that Homebuyer and each occupant of the premises will complete all "Required Actions" as described in the *Client Action Plan (CAP)*, which shall become a part of this Agreement. Homebuyer shall complete all one-on-one counseling requirements as stipulated in the CAP and become mortgage ready by _____ as indicated in the CAP.

B. As a condition of participation in the NPTHA housing programs, Homebuyer will attend and satisfactorily complete Housing Education/ Counseling provided by the NPTHA in accordance with the NPTHA Housing Counseling Policy.

C. If NPTHA deems it advisable or necessary, Homebuyer will attend as many one-on-one housing counseling sessions as needed to meet the requirements with respect to property maintenance, financial management, compliance with the Client Action Plan, and such other matters as may be appropriate.

D. Failure to comply with the Housing Counseling requirements or complete the *Client Action Plan* as outlined in the CAP is grounds for termination.

XV ANIMALS

Homebuyer shall keep no domestic or other animals on or about the leased premises without the prior, express and written consent of NPTHA, non-refundable pet deposit of \$_____ per pet, and, if applicable, appropriate fenced area to the specification of the NPTHA. NPTHA reserves the right to remove unapproved, vicious, or unrestrained animals at Homebuyer's expense.

XVI VEHICLES, VEHICLE PARTS AND DEBRIS

Homebuyer agrees to park **only on** carports, driveways and garages. **Homebuyer also** agrees not to keep **damaged** or otherwise unusable, vehicle automobile, vehicle parts, appliances, furniture, animals, or animals parts, or other debris, on the premises. Any such items may be removed by NPTHA at Homebuyer's expense.

XVII NPTHA POLICIES

The Homebuyer is subject to the policies and procedures of the NPTHA as they now in effect or as hereafter enacted or amended. A breach of such policies shall be a breach of this Agreement. A copy of such applicable policies is available for inspection and copying in the offices of the NPTHA.

The first copy will be provided at no cost. Each additional copy will be made available at \$.10 per page.

XVIII USE RESTRICTIONS

A. The NPTHA and the Homebuyer agree that this Agreement is subject to the Nez Perce Tribe Covenants, adopted by the NPTHA. A copy of the Covenants is available for inspection and copying in the offices of the NPTHA. A breach of the Covenants shall be a breach of this Agreement.

B. The use and occupancy of the land upon which the leasehold interest in the home is located or is to be located is subject to the terms and conditions of the Homesite Lease to the NPTHA. A copy of such lease is available for inspection and copying in the offices of the NPTHA. Failure to use and occupy the land in accordance with such terms and conditions of such lease (or any replacement or successor lease) shall be a breach of this Agreement.

XIX RISK OF LOSS/INSURANCE

NPTHA shall provide fire and other peril insurance on the premises, however, NPTHA shall not be responsible for the loss of Homebuyer's property by fire, theft or any other reason. **IT SHALL BE THE SOLE RESPONSIBILITY OF HOMEBUYER TO OBTAIN FIRE AND OTHER PERIL INSURANCE COVERING THEIR PERSONAL PROPERTY. IN THE EVENT OF ANY LOSS, THE HOMEBUYER SHALL PAY THE INSURANCE DEDUCTIBLE.**

XX QUIET ENJOYMENT

NPTHA covenants that on paying the rent and performing the covenants contained in this Agreement Agreement, Homebuyer shall peacefully and quietly have, hold, and enjoy the premises for the agreed term except for serious or repeated violation of the terms of this Agreement or applicable Federal, State, Tribal or Local laws and regulations.

XXI FIRE

IT IS FURTHER AGREED that in the event said premises shall become untenable by reason of fire or other casualty, this Agreement shall terminate and each party shall be relieved of all future liabilities hereunder.

XXII PERSONAL PROPERTY

The following listed personal property is included with the premises for the purposes of this Agreement, and any subsequent sale to the Homebuyer pursuant to the proposed Lease With Option to Purchase Program:

N/A

XXIII ASSIGNMENT AND SUBLETTING

Subletting and assignment of this Agreement are not permitted.

XXIV DEFAULT

A. In the event of the default of any material provision of this Agreement by the Lessees (and each covenant, provision, term and condition herein is considered a material provision and a consideration for the execution of this Agreement, and time is of the essence of each and every of the foregoing), the Agreement and the option to purchase, at the option of NPTHA, shall terminate and be forfeited and NPTHA shall be entitled to possession of the premises. Homebuyer shall be given thirty (30) days written notice of any default or breach, and shall have thirty (30) days from service of said notice within which to cure or correct said breach, except for a breach as described in Section III which can not be cured. If the default or breach (except for breach of Section III) is not cured within thirty (30) days, NPTHA may immediately terminate the Agreement and bring an action for the Homebuyer's unlawful detainer and/or pursue any other remedy which may be available under the law or in equity.

B. With respect to any Notice hereunder Homebuyer is entitled prior to any court hearing or trial to examine any relevant documents, records, or regulations directly related to the termination or eviction.

XXV ABANDONMENT OF PERSONAL PROPERTY

Upon termination the NPTHA may dispose of any item of personal property abandoned by the Homebuyer in any manner deemed suitable by the NPTHA. Proceeds, if any, after such disposition, may be applied to the payment of amounts owed by Homebuyer to NPTHA.

XXVI OPTION TO PURCHASE

NPTHA in consideration of this Agreement grants to Homebuyer the exclusive option to purchase the home and other improvements on the leased premises, provided that Homebuyer shall have duly fulfilled all of the provisions and conditions of this Agreement, pursuant to the terms and provisions hereinafter stated:

A. The option to purchase shall be available for the time period specified in the CAP, commencing on _____ and terminating on _____, unless extended for good cause shown (hereinafter referred to as the option period). At no time will the option period extend beyond 36 months.

B. If Homebuyer fails to exercise the option to purchase within the designated option period, this Agreement will terminate and NPTHA shall retain all rental payments received and Homebuyer shall have no right to receive back any part of the rent and shall have no further rights or claims hereunder.

C. The option may be exercised at any time during the option period, but no later than the period specified in item A. above, by written notice to the NPTHA, either delivered or mailed to the following address:

NEZ Perce Tribal Housing Authority
One Veterans Drive
P.O. Box 188
Lapwai, ID 83540

A notice which is mailed shall be deemed to be timely in the event the notice is mailed within the option period as evidenced by U. S. postmark.

XXVII PURCHASE PRICE

A. The purchase price of the premises shall equal the full amount owing on the first mortgage plus owner's equity at the time of mortgage readiness as indicated in the CAP.

B. The closing date shall occur within ninety (90) days, to the greatest extent feasible, of the exercise of the option. The purchase shall be subject to the following terms and conditions:

- Assumption of the First Mortgage with a lender qualified to provide financing under the Section 184 of the Housing and Community Development Act of 1992 (Pub. L.102-550);
- Any amounts owing for any charges to be paid by the Homebuyer under this Agreement, whether to be paid to the NPTHA or a third party, must be paid in full at the time of financing.
- The form of leasehold mortgage and the form of promissory note to be executed shall be substantially in the form consistent with the lender's requirements.
- The NPTHA agrees to subordinate its interest in the second leasehold mortgage, if any, which has been executed by the Homebuyer to secure repayment of NPTHA Subsidy hereunder.
- Any other subsidies will be executed in the form required by the grantee or lender.

XXVIII RECAPTURE OF SUBSIDY

Upon authorized sale or other conveyance of the leasehold interest of the home being purchased under this Agreement, the Homebuyer shall repay the amount of any NPTHA funds granted to the Homebuyer in accordance with the NPTHA Mortgage Financing Assistance Policy or any applicable grantee or lender requirements.

XXIX. PURCHASE AGREEMENT

A. Purchase Agreement will be executed between the NPTHA and the Homebuyer committing the NPTHA to sell and the Homebuyer to purchase the leased premises, contingent upon approval of the homebuyer for permanent financing.

B. The Purchase Agreement will be signed by the homebuyer and the NPTHA Executive

Director or her designee and a copy will be distributed to the homebuyer and NPTH A.

XXX. RESTRICTIONS ON OWNERSHIP INTEREST

Only an individual who is eligible under the laws and customs of the Nez Perce Tribe to lease tribally owned land for residential purposes shall be eligible to be a Homebuyer(s) under this Agreement or have any ownership interest in the right to acquire a leasehold interest in a home under this Agreement. Any purported sale, conveyance or other transfer to such a person, including pursuant to a divorce decree or by will or intestate succession, shall be null and void. Any Homebuyer(s) whose enrollment status is changed subsequent to the execution of this Agreement and who would thereby not be eligible to lease tribally owned land for residential purposes shall be considered as having terminated this Agreement. These provisions shall continue after and survive the term of this Agreement.

XXXI. RESTRICTIONS ON SALE, TRANSFER OR CONVEYANCE BY HOMEBUYER

In no case shall the Homebuyer(s) sell, transfer or convey any interest in the right to acquire a leasehold interest in a home under this Agreement, including pursuant to a divorce decree or by will or intestate succession, except as may be specifically provided for in the policies of the QHA. Any such purported sale, transfer or conveyance shall be null and void. This restriction shall apply to liens and encumbrances of all types and kinds.

XXXII. NOTICES

Any notices or demand to be given, served, or made shall be validly and sufficiently given, served, or made, if from the NPTH A to the Homebuyer, if the same is deposited in the United States mail, by certified mail, return receipt, postage prepaid, addressed to the Homebuyer at:

_____ ; and, if from the Homebuyer to the NPTH A, if the same is deposited in the United States Mail, by certified mail, return receipt, postage prepaid, addressed to the NPTH A at: Box 188, Lapwai, Idaho, 83540. The service of such notice shall be deemed complete by the said deposit thereof in the United States Mail as aforesaid. Either party may, by notice to the other in writing, designate a different place to which notices shall be sent.

XXXIII. WAIVERS

No waiver by the NPTH A of any term, covenant or, condition of this Agreement shall be construed as a continuing waiver thereof, nor a waiver of any other term, covenant, or condition of this Agreement. Each and every default on the part of the Homebuyer shall be considered a separate and a new breach of the Agreement, irrespective of whether or not other defaults exist at that time.

XXXIV. ATTORNEY FEES

In the event of the necessity of legal process to enforce any covenant of this Agreement to be performed on the part of either NPTHHA or Homebuyer, the prevailing party in such suit shall be entitled to receive from the losing party a reasonable sum as attorney's fees in such action to enforce the covenants of this contract, and the Court in which judgment is rendered in suit or action shall fix the reasonable attorney's fees to be taxed as costs in such suit.

XXXV. HOMEBUYER'S PROPERTY

Any property belonging to the Homebuyer and subject to removal by them shall be removed not later than the date of the termination of the Agreement. A failure to so remove said property, or any part thereof, as aforesaid, shall forfeit the Homebuyer's right to remove the same, and such property so remaining, and the whole thereof, shall belong to and be retained by the NPTHHA and may be disposed of in any manner NPTHHA shall deem proper and is hereby relieved of all liability for doing so.

XXXVI. MODIFICATION

Modifications of this Agreement must be accompanied by a written rider to the Agreement executed by the NPTHHA and the Homebuyer, except for rent determinations, eligibility for NPTHHA Lease with an Option to Purchase Program, appropriateness of dwelling size, schedules of special charges for services, repairs and utilities, and rules, regulations, and policies which are incorporated in the Agreement by reference.

Matters incorporated in the Agreement by reference shall be publicly posted in a conspicuous manner in the NPTHHA's office and a copy shall be furnished to Homebuyer on request. If such schedules, rules and regulations are modified, the NPTHHA shall give at least 30-day written notice to each affected Homebuyer setting forth the proposed modification, the reasons therefore, and provide the Homebuyer an opportunity to present written comments which shall be considered by the NPTHHA prior to the effective date of the proposed modification.

XXXVII NUMBER AND GENDER

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

XXXVIII GOVERNING LAW

This agreement shall be interpreted and construed in accordance with and governed by the laws of the Nez Perce Tribe. The parties further agree that any action which may be brought as a result of this agreement shall be in the Nez Perce Tribal Court.

XXXIX SEVERABILITY

If any portion of this agreement shall be found to be void or unenforceable, it shall in no

way effect the validity and enforceability of any other provision hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on _____ memorializing the day and year first above written.

HOMEBUYER **Date**

HOMEBUYER **Date**

NPTHA Counselor/Preparer **Date**

Executive Director **Date**

ATTACHMENTS PROVIDED	APPLICANT SIGNATURE	CO-APPLICANT SIGNATURE
Homebuyer Counseling Agreement		
Homebuyer Counseling Certificate		
CLIENT ACTION PLAN		
Legal Description or Homesite Lease		
Move-In Inspection Checklist		
Assistance to Non Low Income Policy		
Moderate Income Checklist		
Move-Out Preparation Checklist		

Adoption of A Self Monitoring Policy

WHEREAS, pursuant to the authority vested in the Coeur d'Alene Tribe by the Constitution and its authority to provide for the health, welfare and safety of the Tribe and its members and others who live on the Coeur d'Alene Reservation, in order to address the critical shortage of housing for members of the Coeur d'Alene Tribe, the Tribal Council of the Coeur d'Alene Tribe organized the Coeur d'Alene Housing Authority pursuant to the Tribal Council Ordinance CDA 205(1963) and designated as the Tribally Designated Housing Entity (TDHE) by Resolution No. 98(1998) dated March 30, 1998; and

WHEREAS, the Native American Housing and Self-Determination Act of 1996 (NAHASDA), assists and promotes affordable housing activities to develop, maintain, and operate housing in a safe and healthy environment on Indian reservations and in other Indian Areas for occupancy by low-income families;

WHEREAS, recipients of NAHASDA Indian Housing Block Grant (IHBG) funds are responsible for monitoring grant activities, ensuring compliance with applicable federal requirements, and monitoring performance goals under the Indian Housing Plan (IHP);

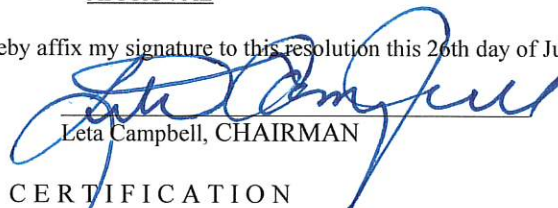
WHEREAS, NAHASDA §403(b) requires IHBG recipients to prepare a compliance assessment at least annually;

WHEREAS, the Coeur d'Alene Tribal Housing Authority received IHBG funds for the current program year to support the affordable housing goals and objectives of its IHP;

NOW THEREFORE BE IT RESOLVED that the Coeur d'Alene Housing Authority acknowledges it is required to conduct an annual assessment of its adherence to NAHASDA's applicable federal requirements through a self-monitoring process; that the self-monitoring process will be conducted by an impartial reviewer; that results of this assessment will be made accessible to the public; and that recommendations to improve areas of significant compliance deficiencies will be developed and implemented during the proceeding program year.

APPROVAL

I, the Chairman of the Board, do hereby affix my signature to this resolution this 26th day of June, 2018.


Leta Campbell, CHAIRMAN

CERTIFICATION

I hereby certify that the foregoing resolution was duly considered by the CDTHA Housing Board of Commissioners at a properly called meeting on May 22nd, 2018, at which a quorum was present and the board agreed to an email vote, the email vote of 3 in favor, 0 opposed, and 2 abstaining, and that said resolution has not been rescinded or amended in any way.
Dated this 26th day of June, 2018.


Treva Callahan, Secretary

Coeur d'Alene Tribal Housing Authority

SELF – MONITORING POLICY

These policies and procedures were adopted by the governing body of the Coeur d'Alene Tribal Housing Authority by Resolution #2018-03 on June 26, 2018.

SECTION 1

POLICY STATEMENT

The governing body of the Coeur d'Alene Tribal Housing Authority recognizes the fact that they are responsible for establishing a self-monitoring policy and conducting compliance assessments as required by Section 403 of the Native American Housing and Self-Determination Act of 1996 (NAHASDA) and 24CFR 1000 Subpart F entitled 'Recipient Monitoring Oversight, and Accountability'. This policy is to be utilized by Coeur d'Alene Tribal Housing Authority staff to monitor and assess the activities of Coeur d'Alene Tribal Housing Authority to ensure compliance with applicable Federal requirements and monitoring performance goals described in the Coeur d'Alene Tribal Housing Authority's Indian Housing Plan (IHP).

As the NAHASDA beneficiary, the Coeur d'Alene Tribe is responsible for monitoring programmatic and compliance requirements of the IHP and NAHASDA. Therefore, the Coeur d'Alene Tribal Housing Authority will submit to the Coeur d'Alene Tribe the annual assessment, the Annual Performance Report (APR), and a copy of the fiscal audit conducted.

This policy is intended to establish an easy to use compliance assessment system that includes self-monitoring procedures to be used by the Coeur d'Alene Tribal Housing Authority as a management tool in operating as a property management business.

SECTION 2

CONDUCTING COMPLIANCE ASSESSMENTS

- 2.1. Approaches.** The Executive Director shall determine each year what approach to take in conducting self-monitoring compliance assessments in accordance with this policy. The Executive Director shall assure that the assessments are conducted with an objective and impartial perspective and that no one is reviewing their own work.
- 2.2. Methods.** The Executive Director shall determine the most effective method, or combination of methods, to utilize in conducting the self-monitoring compliance assessments in accordance with this policy. Conducting the compliance assessments may be achieved through the following methods:
- A. Interviews with managers and/or program administrators.** The assessor shall complete the self-monitoring checklists that are included as an appendix to this policy by conducting one-on-one interviews with the respective managers or administrative personnel to obtain their insights into how they adhere to specific compliance questions. The assessor shall gather a sufficient amount of corroborating information to exercise his/her judgment in determining the consistency and degree of adherence to the applicable regulatory requirements.
 - B. Facilitated sessions.** An independent third-party shall act as a facilitator and conduct self-assessment workshops with the managers and administrative staff to talk through the monitoring checklist questions as a group. The role of the facilitator shall be to lead the group's discussion and bring the group to consensus on the appropriate response to compliance questions.
 - C. Standard Operating Procedures Review.** The assessor shall review the Coeur d'Alene Tribal Housing Authority's standard operating procedures including all of the policies and governing documents required by NAHASDA, as well as, the Coeur d'Alene Tribal Housing Authority's contracts and established internal controls. The assessor shall analyze how well the staff adheres to the adopted policies and procedures. The assessor shall also select a random sample of transaction files and determine whether the documentation included and recorded in the files conform with established operating procedures. The assessor shall compile and analyze the information and answer the compliance questions on the checklist.

SECTION 3

CONDUCTING COMPLIANCE ASSESSMENTS

3.1. Monitoring Strategy and Plan

- A. The Coeur d'Alene Tribal Housing Authority's Executive Director shall develop and complete a Monitoring Plan each plan year, encompassing the following items:
- (1) The self-monitoring compliance assessments start and completion dates.
 - (2) Approach to take to conduct and complete the different compliance assessments as described in Section 2.1.A.
 - (3) Frequency of conducting and completing the compliance assessments (annually, semi-annually, quarterly)
 - (4) Procedures to resolve any identified deficiencies or concerns

3.2. Areas to be Monitored for Compliance

A. List of areas

- (1) APR Development & IHP Monitoring
- (2) Organizational Control Environment
- (3) Resident Eligibility & Service Standards
- (4) Fiscal & Financial Management
- (5) Procurement & Contract Administration
- (6) Labor Standards & Construction Management
- (7) Environmental Review

- B. Additions to List.** The Executive Director may add any additional areas to the list as recommended by the governing body or any HUD notices, guidance's, or guidebooks.

3.3. Resolution of Noncompliance Areas and Issues

A. Recommendations

- (1) If deficiencies are discovered during the assessments performed in accordance with these procedures, the Executive Director will establish a Recommendations for Improvement Plan with target dates and corrective actions to ensure resolution and to prevent the recurrence of the deficiencies.
- (2) The Recommendations for Improvement Plan will be submitted to the Coeur d' Alene Tribal Housing Authority Board of Commissioners within 30 days of completion of the assessments.

- B. Oversight responsibility.** The Executive Director will be responsible for providing oversight to ensure that all deficiencies are corrected and for concurring on the closure of each identified deficiency.

3.4. Reporting

The Coeur d'Alene Tribal Housing Authority's self-monitoring compliance assessment activities conducted in accordance with this policy shall be summarized in a report and presented to the Coeur d'Alene Tribe.

The self-monitoring compliance checklist is not required to be submitted with the APR; however, a summary of the self-monitoring activities should be included, along with the appropriate required responses on the APR form to demonstrate that the Coeur d'Alene Tribal Housing Authority is in compliance with 24CFR § 1000.502.