

Chapter R700 - Programs

Part 1 Housing Commission Regulations

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Housing Regulations
Regulation # R700-01:HC-1

Chapter 1. Eligibility Procedures for Low Income Elder and Tribally Owned Rental Homes

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with sections 6.01(a) and (c) and 6.02(e) and (g) of the Housing Commission Ordinance, #04-700-01, the Housing Commission hereby promulgates these regulations for eligibility for low income elder and tribally owned rental homes.

1-2. *Purpose.* The purpose of this Chapter is to make sanitary, safe and uncrowded dwelling accommodations available to Tribal members of low income within the reservation and Tribal Service Area at rents that persons of low income can afford. These regulations are designed to serve as:

- a. A policy for the Housing Department to use in determining eligibility standards.
- b. A document that provides for consistent, equitable, and uniform treatment of clients.
- c. A basis for decision-making by Housing Department staff. A training manual for newly-hired or appointed staff.

1-3. *Application.* These regulations are applicable to all applicants and renters participating in the following Housing Department programs:

- a. Elder Units Housing at Aki maadiziwin
- b. Tribally owned rental units.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined this Chapter and the Housing Commission Ordinance are defined for the purposes of this Chapter.

2-2. *Drug-Related Criminal Activity* means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use, of a controlled substance (as such term is defined in section 102 of the Controlled Substances Act).

2-3. *Elder Housing Unit* means a house located at Aki Maadiziwin designated for elder housing and other housing units of the Tribe may be designated as elder housing units.

2-4. *Elderly Families and Near elderly Families* means a family whose head (or his or her spouse), or whose sole member, is an elderly person or a near elderly person, respectively. Such terms include two or more elderly persons or near elderly persons living together, and one or more such persons living with one or more persons determined to be essential to their care or well-being. Such arrangements should be specified in the Indian housing plan.

2-5. *Elderly Person* means a person who is at least 62 years of age, provided that, for the purposes of Tribal owned rental units, elder person means a person who is at least 55 years of age.

2-6. *Family* means an adult living with or without children, an elder, a near elderly person, a disabled person, and/or a single person.

2-7. *Income* means income from all sources, for each member of the household, as determined in accordance with criteria prescribed by these regulations.

2-8. *Median Income* means, with respect to an area that is an Indian area, the greater of -

- a. The median income for the Indian area, which the Secretary shall determine; or
- b. The median income for the United States.

2-9. *Near elderly Person* means a person who is at least 55 years of age and less than 62 years of age.

2-10. *Tribal rental housing* means a house owned by the Tribe, or managed by the Tribe, which is rented at market value.

Section 3. Eligibility Criteria

3-1. *Criteria.* The applicant must meet the following criteria in order to be selected as preliminarily eligible to participate in the Elder housing units and Tribal rental housing programs. If the Housing Department determines an applicant is preliminarily eligible, that person shall be placed on a waiting list for a specific size rental unit. This initial screening includes the applicant fulfilling the four following criteria: Family Composition; Income Eligibility; the Need for Housing; and Tribal Membership of head of household or minor children living in the home.

a. *Family Composition.* An applicant must have the appropriate family composition to be eligible for these housing services.

1. *Elder Housing at Aki Maadiziwin.* For purposes of elder housing at Aki maadiziwin, family composition must be comprised of at least one person who is a Tribal member and is elderly or near elderly. In no circumstances should the occupancy of these homes exceed 3 persons. Other persons may reside in the home if they are:

- A. related by blood and elders;
- B. married to a qualifying individual;
- C. a significant other or domestic partner; or
- D. a live-in-attendant determined to be essential to the tribal elder's care and well being.

2. *Tribal Rental Housing.* For purposes of tribal rental housing, family composition is comprised of:

- A. Two or more persons who are related by blood, marriage, blended family, extended family, or operation of law and the head of household is a Tribal member; OR
- B. Minor child(ren) who are enrolled with the Tribe and reside with a head of household who is not an enrolled member of the Tribe; OR
- C. A single person who is a Tribal member and is elderly or near elderly, handicapped, disabled, OR
- D. A single person who is a Tribal member and lives alone and intends to live alone and does not qualify as an elderly family.

b. *Income Eligibility.* The household must for Elder housing units must be within the maximum and minimum income guidelines to be eligible for the homes. The household for Tribal housing units must be at income levels sufficient to meet rental payments. The applicant's annual income will be determined by estimating the anticipated total income from all sources to be received by the head of household, spouse, and additional members of the family over the next 12 months.

1. *Maximum Income.* If the applicant must qualify as a low-income family, maximum income is defined as a family whose income does not exceed 80% of the median income for the area or the United States. Income limits are adjusted for family size and updated on an annual basis by the Department of Housing and Urban Development.

2. *Minimum Income.* The applicant is required to satisfy obligations such as administration fees, user fees, utilities, maintenance, etc. The applicant must demonstrate the ability to meet these requirements. The minimum income acceptable, adjusted by family size, is defined in section 3-2. Income limits are adjusted for family size and updated on an annual basis.

c. *The Need for Housing.* Each person in the household must not already own a home. If accepted, the rental home must be the household's primary residence for a minimum of 10 months of the year.

d. *Member Living in the Home.* A member, whether head of household or minor child, must live in the home.

3-2. *Income Included/Excluded from Calculation.* Income means income from all sources, for each member of the household, except that the following amounts may not be considered as income under this paragraph:

- a. Any amounts not actually received by the family.
- b. Any amounts that would be eligible for exclusion under Section 1613(a)(7) of the Social Security Act.
- c. *Income is defined in one of three ways.* The intention of these regulations is to income in the best interest of the applicant. The Housing Department shall calculate all three income options presented in these regulations, and select the calculation that best meets the applicants needs.

1. *Income as defined by the Department of Housing and Urban Development in Section 8.* Annual income is the anticipated total income from all sources received by the family head and spouse (even if temporarily absent) and by each additional member of the family, including all net income derived from assets, for the twelve month period following the effective date of initial determination or re-examination of income, exclusive of certain types of income as provided in paragraph (2) of this definition. Annual income includes, but is not limited to:

A. The full amount, before any payroll deduction, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

B. The net income from operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight line depreciation, as provided in Internal Revenue regulations. Any withdrawal of cash or assets from the operation of a business or profession will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested in the operation by the Family;

C. Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in the definition of exclusions. Any withdrawal of cash or assets from an investment will be included in income except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

D. The full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment;

E. Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay;

F. Welfare assistance. If the welfare assistance payment includes an amount specifically designated for shelter and utilities that is subject to adjustment by the welfare assistance agency in accordance with the actual cost of shelter and utilities, the amount of welfare assistance income to be included as income shall consist of:

- 1. The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus
- 2. The maximum amount that the welfare assistance agency could, in fact, allow the family for shelter and utilities. If the family's welfare assistance

is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph shall be in the amount resulting from one application of the percentage;

G. Periodic and determinable allowances, such as alimony and child support payments, and regular contributions or gifts received from persons not residing in the dwelling; and

H. All regular pay, special pay and allowances of a member of the Armed Forces.

I. Annual Income does not include:

1. Income from employment of children (including foster children) under the age of 18 years;

2. Payments received for the care of foster children or foster adults (usually individuals with disabilities, unrelated to the tenant family, who are unable to live alone);

3. Lump-sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

4. Amounts received by the family that are specifically for, or in reimbursement of, the cost of medical expenses for any family member;

5. Income of a live-in aide;

6. The full amount of student financial assistance paid directly to the student or to the educational institution;

7. The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

8. Amounts received under training programs funded by HUD;

9. Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income eligibility and benefits because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS);

10. Amounts received by a participant in other publicly assisted programs which are specifically for or in reimbursement of out-of pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and which are made solely to allow participation in a specific program;

11. A resident service stipend, which is a modest amount (not to exceed \$200 per month) received by an Indian housing resident for performing a service for the IHA, on a part-time basis, that enhances the quality of life in Indian housing. Such services may include, but are not limited to fire patrol, hall monitoring, lawn maintenance, and resident initiatives coordination. No resident may receive more than one such stipend during the same period of time;

12. Incremental earnings and benefits resulting to any family member from the participation in qualifying state or local employment training programs (including training programs not affiliated with local government) and training of a family member as resident management staff. Amounts excluded by this provision must be received under employment training programs with clearly defined goals and objectives, and are excluded only for the period during which the family member participates in the employment training;

13. Temporary, nonrecurring or sporadic income (including gifts);
14. Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who during the Nazi era;
15. Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);
16. Adoption assistance payments in excess of \$480 per adopted child;
17. Deferred periodic amounts of supplemental security income and social security benefits that are received in a lump sum amounts or in prospective monthly amounts;
18. Amounts received by the family in the form of refunds or rebates under state or local law for property taxes on the dwelling unit;
19. Amounts paid by a state agency to a family with a developmentally disabled family member living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home;
20. Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the 1937 Act. The following types of income are subject to such exclusion:
 - a. The value of the allotment provided to an eligible household for coupons under the Food Stamp Act of 1977;
 - b. Payments to volunteers under the Domestic Volunteer Service Act of 1973;
 - c. Payments received under the Alaska Native Claims Settlement Act;
 - d. Income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;
 - e. Payments or allowances made under the Department of Health and Human Services' Low Income Home Energy Assistance Program;
 - f. Payments received under programs funded in whole or in part under the Job Training Partnership Act;
 - g. Income derived from the disposition of funds of the Grand River Band of Ottawa Indians;
 - i. The first \$2,000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims, or from funds held in trust for an Indian tribe by the Secretary of the Interior;
 - j. Amounts of scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal work-study program or under the Bureau of Indian Affairs student assistance programs;
 - k. Payments received from programs funded under Title V of the Older Americans Act of 1965;
 - l. Payments received after January 1, 1989, from the Agent Orange Settlement Fund or any other fund established pursuant to the settlement in the In Re Agent Orange product liability litigation;
 - m. Payments received under the Maine Indian Claims Settlement

Act of 1980;

n. The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for cost incurred for such care) under the Child Care and Development Block Grant Act of 1990; and

o. Earned income tax credit (EITC) refund payments received on or after January 1, 1991.

2. *Income as Defined by U.S. Census.* Annual income is the algebraic sum of all amounts received by the family/household including head or spouse and all other persons 15 years old and over residing in the household regardless of relationship, for the 12 month reporting period. Annual income includes but is not limited to the following:

a. Wage or salary income--includes total money earnings received for work performed as an employee during the calendar year. It includes wages, salary, Armed Forces pay, commissions, tips, piece-rate payments, and cash bonuses earned before deductions were made for taxes, bonds, pensions, union dues, etc.

b. Non farm self-employment income--includes net money income (gross receipts minus expenses) from one's own business, professional enterprise, or partnership. Gross receipts include the value of all goods sold and services rendered. Expenses includes purchased, rent, heat, light, power, depreciation and salaries paid, business taxes (not personal income taxes), etc.

c. Farm self-employment income--includes net money income (gross receipts minus operating expenses) from the operation of a farm by a person on his or her own account, as an owner, renter, or sharecropper. Gross receipts include the value of all products sold, government farm programs, money received from the rental of farm equipment to others, and incidental receipts from the sale of wood, sand, gravel, etc. Operating expenses include cost of feed, fertilizer, seed, and other farming supplies, cash wages paid to farmhands, depreciation charges, cash rent, interest on farm mortgages, farm building repairs, farm taxes (not state and Federal personal income taxes), etc. The value of fuel, food, or other farm products used for family living is not included as part of net income.

d. Interest, dividend, or net rental income--includes interest on savings or bonds, dividends from stockholdings or membership in associations, net income from rental of property to others and receipts from boarders or lodgers, net royalties, and periodic payments from an estate or trust fund.

e. Social Security income--includes Social Security pensions and survivors benefits and permanent disability insurance payments made by the Social Security Administration prior to deductions for medical insurance, and railroad retirement insurance checks from the U.S. Government. Medicare reimbursements are not included.

f. Public Assistance income--includes

1. Supplementary security income payments made by Federal or state welfare agencies to low income persons who are aged 65 years old or over, blind, or disabled;

2. Aid to families with dependent children, and

3. General assistance. Separate payments received for hospital or other medical care (vendor payments) are excluded from this item.

g. Retirement or Disability Income--includes the following:

1. Retirement pensions and survivor benefits from a former employer, labor

- union, or Federal, state, county, or other governmental agency;
- 2. Disability income from sources such as worker's compensation; companies or unions; Federal, state, or local government; and the U. S. military;
- 3. Periodic receipts from annuities and insurance; and
- 4. Regular income from IRA and KEOGH plans.
- h. All other income--includes
 - 1. Unemployment compensation;
 - 2. Veterans Administration (VA) payments;
 - 3. Alimony and child support;
 - 4. Contributions received periodically from persons not living in the household;
 - 5. Military family allotments;
 - 6. Net gambling winnings; and
 - 7. Periodic income other than earnings.
- i. Annual income does not include the following:
 - 1. Money received from the sale of property (unless the recipient was engaged in the business of selling such property);
 - 2. The value of income "in kind" from food stamps, public housing subsidies, medical care, employer contributions for persons etc.;
 - 3. Withdrawal of bank deposits;
 - 4. Money borrowed;
 - 5. Tax refunds;
 - 6. Exchange of money between relatives living in the same household; and
 - 7. Gifts and lump-sum inheritances, insurance payments, and other types of lump-sum receipts.

3. *Income Defined as Adjusted Gross Income as Defined by the Internal Revenue Service.*

Adjusted gross income means gross income minus deductions, including the following:

- A. On account of a trade or business carried on by the taxpayer (except for services as an employee) (Paragraph 1006);
- B. For trade or business expenses paid or incurred by a qualified performing artist for services in the performing arts as an employee (Paragraph 941 A);
- C. Allowed as losses from the sale or exchange of property (see paragraph 1701 et. seq.);
- D. For expenses paid or incurred in connection with the performance of services as an employee under a reimbursement or other expense allowance arrangement with the employer or third party (Paragraph 942). Employee expenses that are not reimbursed under an accountable plan are not deductible from gross income;
- E. Attributable to rental or royalty property (Paragraph 1089);
- F. For depreciation or depletion allowed to a life tenant of property or to an income beneficiary of property held in trust, or to an heir, legatee, or devisee of an estate (Paragraph 1090);
- G. For contributions by self-employed persons to pension, profitsharing, and annuity plans (Paragraph 2113);
- H. Allowed for cash payments to individual retirement accounts (IRAs) and deductions allowed for cash payments to retirement savings plans of certain married individuals to cover a non-working spouse (Paragraph 2170 & 2172);
- I. For the ordinary income portion of a lump-sum distribution to the extent included

- in gross income (Paragraph 2153);
- J. For interest forfeited to a bank, savings association etc., on premature withdrawals from time savings accounts or deposits (Paragraph 1120);
 - K. For alimony payments (Payments 1008);
 - L. For the amortization of reforestation expenses (Paragraph 1287);
 - M. For certain repayments of supplemental unemployment compensation benefits to a trust described in Code Sec. 501(c)(9) or (17), required because of receipt of trade readjustment allowances (Paragraph 1009);
 - N. For jury duty pay remitted to employer (Paragraph 1010);
 - O. For moving expenses (Paragraph 1073);
 - P. For the purchase of clean-fuel vehicle and refueling property (Paragraph 1286);
 - Q. For interest on education loans incurred on, before, or after August 5, 1997 with respect to loan interest payment due and paid after December 31, 1997 (Code Sec. 62(a)(17));
 - R. For contributions to a medical savings account allowed by Code Sec. 220 (Code Sec. 62(a)(16)) See Paragraph 1020; and
 - S. For expenses paid or incurred by a fee-basis state or local government official for services performed.

Section 4. Application Process

4-1. *Application Form.* The application is the basic record of each family/person applying for housing. Each applicant must provide all of the necessary information and accurately complete all requested information on the application. The applicant must certify that all information contained in the application is true and accurate to the best of his knowledge. The applicant and all household members of legal age and older must sign a release of information request. All information or any statements made by the applicant are subject to verification.

4-2. *Additional documents required for admission.* The Housing Department shall require the following documents to be eligible to rent a home:

- a. *Proof of Age.* If age is a qualification to occupy a home (i.e. Elder Homes), then proof of age is required. Acceptable forms for verification include a birth certificate, driver license, or if neither one of those are available, an affidavit.
- b. *Minor Head of Household.* If the Head of Household applying for services is a minor, then a court order emancipating the minor as an adult is required.
- c. *Proof of Residency.* The Housing Department restricts housing assistance to Little River citizens, U. S. citizens and non-citizens who have eligible immigration status. The applicant must verify citizenship or non-citizen eligibility in order to receive assistance. An example of this type of verification includes a driver's license.
- d. *Social Security Number Requirements.* The applicant must furnish the Housing Department with social security numbers and/or copies of social security cards for each family member or person listed on the application. For minor children 6 years of age or under, a written certification may be submitted in lieu of a social security card.

4-3. *Receipt of Application.* Immediately upon receipt, the application shall be date stamped, time stamped, and initialed by the Housing Department staff. If additional information is necessary, a new date and time stamp shall be placed in the file. Completed applications may be mailed or delivered in person. Applications shall be received at the Housing Department office located at the following addresses:

- a. Mailing Address: 375 River Street
Manistee, Michigan 49660
- b. Physical Address: 1762 US 31 South

4-4. *Review of Application.* Each time the Housing Department receives a new application or additional information to complete an application, it shall review the information within 3 weeks from the date it is received. Based on this review, the Housing Department shall make one of the following decisions:

- a. *More Information Required.* After reviewing the initial application or new information is received, the Housing Department determines that more information is required, a letter will be sent by certified mail within the three-week review period and shall inform the applicant of what additional information is necessary in order to process the application. The application shall not be considered complete until the Housing Department sends a letter to the applicant informing him that the application is complete and pending. If additional information is not received within 30 days of when the request was sent, the file shall be moved to inactive files pursuant to Section 8-1(d).
- b. *Completed Application.* The Housing Department shall send a letter to the applicant stating the date that the application is considered complete.
- c. *Failure of Housing Department to Process the Application Within Time Period Required.* If the Housing Department fails to complete the application review and send notice to the applicant within 3 weeks of receiving it, then the applicant shall retain the filing date when the Housing Department received that last information. The Housing Department shall continue to contact the applicant for additional information.

Section 5. Verification of Application Information

5-1. *Verification Procedures.* In order to determine that data upon which determination of family composition, income eligibility, the need for housing, Tribal membership requirements and rents to be charged are accurate, such data must be verified.

- a. *Third Party Verification.* The Housing Department shall make every effort to obtain written verification by a third party.
- b. *Other Verification.* If third party verification cannot be obtained, the Housing Department shall request the applicant, including all adult household members, to submit relevant information, provided that the submission contains a notarized statement attesting that the information contained therein is true and accurate to the best of the person's knowledge and belief.

5-2. *Types of Verification Records.* The Housing Department shall compile accurate verification records for each household, consisting of, but not limited to, the following:

- a. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income.
- b. Copies of documents in the applicant's possession that substantiate his/her statements.
- c. Certified statements, or summary data from bank account, from self-employed persons, and from persons whose earnings are irregular, such as salesmen, taxi drivers etc., setting forth gross receipts, itemized expenses and net income.
- d. Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.
- e. Verification from other government assistance programs, including but not limited to, General Assistance, Supplemental Security Income, Disability, Unemployment Compensation, and Food Stamps.

Section 6. Determination of Eligibility

6-1. *Applicant Determined Eligible.* Upon receipt of a completed application, the Housing Department will make a determination of eligibility. An applicant determined to be eligible shall be promptly notified in writing and placed on the appropriate rental unit program waiting list.

6-2. *Applicant Determined Ineligible.* An applicant determined to be ineligible shall be promptly notified in

writing. The notice shall state the reason(s) for the ineligibility and advise the applicant of his/her right to appeal.

6-3. *Appeal.* The appeal must be requested within 15 calendar days of the date of the notice. Appeals are presented to the addresses identified in section 4-3. The Housing Department shall forward all appeals to the Chairperson of the Housing Commission who shall schedule a hearing for such appeal and provide notice to the applicant.

Section 7. Waiting List Administration

7-1. *Waiting List Procedures.* The Housing Department shall maintain a waiting list of names for the appropriate housing rental unit, separate and apart from any other Housing Department program waiting list. The list shall be composed of applicants who have been determined to be eligible. The eligible applicants will be placed on the waiting list in order that the completed application is received.

7-2. *Updating the Waiting List.* The Housing Department waiting list shall be updated on a continual basis. It is the responsibility of each applicant to update his or her application at least bi-annually. In order to remain on the waiting list, an applicant must continue to update his/her application and remain eligible for the rental unit program. The Housing Department shall inform the applicant at 5 months of the need to update his application within 4 weeks of receipt of the request.

7-3. *Removal from Waiting List.* Applicants shall be removed from the waiting list for the following reasons:

- a. *Failure to Update Application.* Applicants who fail to update their application within 6 months of their most recent eligibility date will be placed in the inactive file and lose order of placement on the waiting list.
- b. *Written Request for Removal.* Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the Housing Department. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner.

Section 8. File Maintenance

8-1. *Application File.* The Housing Department shall maintain a file for each family completing an application. All information supplied by the applicant, verification of information, and all relevant correspondence with the applicant, shall be contained in the file. Files will be placed in one of four categories.

- a. *Eligible.* This file contains those applications that have met the initial eligibility requirements for one of the rental units and have been placed on that unit's waiting list. The applicant is responsible for making corrections or updating the application on a bi-annual basis. Failure to update an application for a period of 6 months is grounds for placing the application in an inactive file and removing the household from the waiting list.
- b. *Ineligible.* This file contains those applications that have not met initial eligibility requirements and have been determined to be ineligible for the low-income rental units.
- c. *Incomplete/Pending.* This file contains those applications that have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will be notified and given 30 days to submit the missing information. If the information is not submitted in a timely manner, the application will be placed in the inactive file.
- d. *Inactive.* Applications which are not completed and the applicant has not responded to the Housing Department's request for more information within 30 days pursuant to Section 3-4(a), shall be placed in the inactive file. This file shall also contain those applications that have been completed and placed on the waiting list but have not been updated within 6 months.

Section 9. Adoption; Amendment; Repeal

9-1. *Adoption.* This Chapter is approved by the Housing Commission on October 21, 2004 and approved

by the Tribal Council on November 3, 2004[,by resolution # 04-1103-443].

9-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 9-1.

9-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

9-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

9-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

9-6. *Effective Date.* This Regulation shall take effect upon approval by Tribal Council.

Chapter 2. Admission Procedures for Low Income Elder and Tribally Owned Homes

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with sections 6.01(a) and (c) and 6.02(e) and (g) of the Housing Commission Ordinance, #04-700-01, the Housing Commission hereby promulgates these regulations for eligibility for low income elder and tribally owned rental homes.

1-2. *Purpose.* The purpose of Chapter 2 is to identify the processes that are utilized to determine the occupant based on the applications and the information identified in the required background check.

1-3. *Application of Chapter 2.* Chapter 2 is applicable to all applicants and renters participating in the following Housing Department programs:

- a. Elder Units Housing at Aki maadiziwin
- b. Tribally owned rental units.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Housing Commission Ordinance are defined for the purposes of this Chapter.

Section 3. Selection and Screening Requirements

3-1. *Order of Selection.* The Housing Department shall select eligible applicants from the appropriate waiting on a first come first serve basis. There shall be no preferences provided or exceptions to this policy.

3-2. *General screening.* Once selected and prior to placement in a home, the Housing Department shall conduct a screening process of each applicant and adult household member to determine suitability for admission. The screening process shall include a review of pertinent factors including the following:

- a. *Credit History.* A credit history shall be conducted by the Housing Department regarding the applicant’s and adult household member’s past performance in meeting financial obligations that shall include, but not limited to, rent and utilities. The Housing Department shall request a report from a consumer credit reporting agency. If an applicant or adult household member has a poor credit report, he must demonstrate consistent ability to pay rent and utility bills within the past year. The Housing Department shall exclude an application if the applicant or adult household member cannot demonstrate a consistent ability to pay rent and utility bills within the past year. The Housing Department shall request information from former landlords detailing payment history (from up to 5 years ago);
- b. *Previous Eviction from HUD funded home.* The applicant shall be denied services if the applicant was previously evicted for non-payment or non-compliance with any Housing Department, Indian Housing Authority, Tribal or Public Housing Authority policy.
- c. *Previous abandonment of a HUD funded home.* The applicant shall be denied services if the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit.
- d. *Past behavior as a tenant.* The applicant shall be denied services if the applicant’s past performance and behavior including destruction of property, disturbance of neighbors, poor housekeeping practices, or other activities which may endanger or be detrimental to other residents.
- e. *Home Visit.* The Housing Department shall make every effort to complete a home visit at the applicant’s present residence. If a home visit is not feasible, current references shall be required. The applicant shall be denied services if the applicant currently has poor housekeeping standards which has resulted in an unsanitary living environment.

3-3. *Determination of suitability.* In determining whether an applicant and the household members are suitable for admission regarding all of the factors listed in Section 3-2(a)-(e), the Housing Department shall review all of the information gathered in the screening process, taking into consideration the date, nature, and

severity of the occurrence in question and the probability of future occurrences. If one household member is determined to be unsuitable, the application is rejected in its entirety, with the exception of Section 3-2(a). The Housing Department shall not provide an option for the applicant to adjust the occupants listed in the application. The applicant has a right to appeal the decision pursuant to Section 3-5.

3-4. *Criminal Background Screening.* Once selected and prior to placement in a home, the Housing Department shall conduct a screening process of each applicant and adult household member regarding his criminal background to determine suitability for admission. The screening process shall include a review of pertinent factors including the criminal record particularly focusing on drug-related activities, physically violent crimes, or other criminal acts that may endanger other residents. The Housing Department may wish to request information from law enforcement agencies and the National Crime Information Center. The Housing Department shall not provide an option for the applicant to adjust his occupants listed in the application. In determining whether an applicant is suitable for admission regarding criminal background, the Housing Department shall apply the following provisions and maintain files in accordance with the departments criminal record file maintenance procedures.

a. *Automatic Exclusion.* The Housing Department shall deny an applicant admission to a rental unit if he or any of the applicant's household members listed on the application has been convicted of or entered a plea of guilty or no contest to any offense involving:

1. Criminal Sexual Conduct where the perpetrator is an adult at the time that the crime is committed.
2. Selling any controlled substance located on Schedules 1-5 of MCL 333.7211-333.7220 or the equivalent within the past seven years.
3. Violent Behavior involving murder, assault with intent to do great bodily harm, or stalking.
4. Selling alcohol to minors.

b. *Discretionary Exclusion.* The Housing Department shall determine whether to deny an applicant admission to a rental unit if he or any of the applicant's household members listed on the application has been convicted of or entered a plea of guilty or no contest to any misdemeanor or felony offense not listed in section 3-4(a). In making the decision, the Housing Department shall complete a report that takes into account the following factors and considerations:

1. Whether the offense was a felony or misdemeanor.
2. Dates of convictions.
3. Number of similar convictions.
4. Likelihood of recidivism that will take into account factors such as counseling and substance abuse programs.
5. Convictions that impact the health, safety and right to peaceful enjoyment of other tenants.

3-5. *Unsuitability for Any Reason.* If an applicant is determined to be unsuitable for admission for any reason listed in Sections 3-1 to 3-4, a written notice of the determination and the grounds for the determination shall promptly be sent to the applicant. The notice shall advise the applicant(s) of the right to appeal to the Housing Commission. The request for appeal must be submitted within 15 calendar days of the date the notice was mailed. The Housing Commission shall hold a hearing within 10 days of the request. After the hearing, the Housing Commission shall provide a written decision within 10 days which shall include the findings of facts and decision. This decision may be appealed to Tribal Court.

3-6. *Notification of selected applicants.* Promptly after an applicant has completed the screening process and has been determined to be suitable for admission, the family will be notified in writing of their selection. The notification shall include the following:

- a. A statement that the family has been selected for participation in the Little River Housing Department program;

- b. A statement that the family will be required to participate in mandatory counseling/training sessions prior to occupancy;
- c. A statement a lease agreement will need to be executed;
- d. A statement that admission and contract execution is subject to a final income and eligibility verification;
- e. The address, location, legal description, unit number, or type of services to be received, and amount of assistance;
- f. A statement that the family has 15 days in which to respond to the notice, either by accepting or rejecting the home offered;
- g. A statement that failure to respond within 15 days shall be regarded as a rejection of the offer. The date of formal rejection shall be 20 days after the notification of selection;
- h. A statement that a rejection of the offer shall result in the application being placed at the bottom of the waiting list as it is identified on the formal rejection date; and
- i. A statement that the notice is not a contract and does not obligate the Housing Department in any way.

Section 4. Adoption; Amendment; Repeal

4-1. *Adoption.* This Chapter is approved by the Housing Commission on October 21, 2004 and approved by the Tribal Council on November 3, 2004[,by resolution # 04-1103-443].

4-2. *Amendment.* This regulation may be amended by the Housing Commission in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 4-1.

4-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

4-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

4-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

4-6. *Effective Date.* This Regulation shall take effect upon approval by Tribal Council.

Chapter 3. Occupancy Procedures for Low Income Elder and Tribally Owned Homes

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with sections 6.01(a) and (c) and 6.02(e) and (g) of the Housing Commission Ordinance, #04-700-01, the Housing Commission hereby promulgates these regulations for eligibility for low income elder and tribally owned rental homes.

1-2. *Purpose.* The purpose of Chapter 3 is to identify processes by which housing units are occupied and the general rules and conditions each applicant must abide by.

1-3. *Application of Chapter 3.* Chapter 3 is applicable to all applicants and renters participating in the following Housing Department programs:

- a. Elder Units Housing at Aki maadiziwin
- b. Tribally owned rental units.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Housing Commission Ordinance are defined for the purposes of all Housing Commission Regulations.

Section 3. Occupancy Standards

3-1. *Number of Persons in Household.* Because of the limited availability of housing units, and in order to prevent overcrowding and to avoid under-utilization of a housing unit, homes shall be assigned in accordance with the following schedule. The Housing Department may make exceptions due to unusual circumstances. Factors to be considered include age and sex of children, potential changes in family composition, availability of unit sizes, etc.

NUMBER OF BEDROOMS	NUMBER OF PERSONS
2 BR	1-5*
3 BR	3-8
4 BR	5-9
5 BR	7 & up

3-2. *Maximum Occupancy - Elder Homes.* Notwithstanding anything to the contrary in section 3-1, the maximum occupancy of elder homes is three persons per home.

Section 4. Lease agreement

4-1. *Execution of the lease agreement.* Prior to occupancy of a home, the applicant shall execute a lease agreement with the Housing Department. This lease agreement is a legal document which describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The lease agreement shall be executed in duplicate original with both parties receiving an original document. The head of household and spouse will sign the lease agreement within 2 weeks of receipt of the lease agreement and the Housing Director will sign on behalf of the Tribe. At no time shall an applicant be allowed to move into the unit without a fully executed lease agreement. Failure to sign an lease agreement within the 2-week period of time shall result in the applicant losing the opportunity to move into the unit and shall be placed at the bottom of the waiting list.

4-2. *Changes, modifications, and amendments to the lease agreement.* If the applicant is no longer a member of the household, or there is a transfer to another home, a new lease agreement shall be executed. The Housing Department may revise or adopt policies which affect the resident’s obligations and requirements under the lease agreement. Such changes do not require execution of a new lease agreement.

4-3. *Termination of lease agreement by the resident.* The resident may terminate the lease agreement

provided that a 30-day written notice is given to the Housing Department, and the procedures for termination contained in the lease agreement are followed.

4-4. *Termination of lease agreement by the Housing Department.* The Housing Department may terminate the lease agreement in accordance with the provisions contained in the lease agreement. A failure to comply with any of the requirements, obligations, or duties outlined in the lease agreement shall be grounds for termination. The Housing Department shall issue a notice of breach to the resident promptly after the occurrence of such a breach, notify the resident of grievance procedures, and state the action required by the resident to amend the breach. If the breach is not corrected to the satisfaction of the Housing Department, a notice of termination shall be issued. The notice of termination shall be in accordance with the terms and conditions of the lease agreement.

4-5. *Rules for occupants.* The following rules for occupancy shall be included in the lease agreement.

a. *Principal residency requirement.* As a condition of occupancy, residents are required to use the home as a principal residence, living in the home a minimum of 10 months of the year. Any temporary absence that is longer than 14 days must be placed in writing prior to departure and approved in writing by the Housing Department.

b. *Determination of abandoned unit.* A home which has been unoccupied for a period of 30 days or more without Housing Department approval may be determined to be abandoned and *the resident determined to be* in breach of the lease agreement.

c. *Business use of home.* The use of the home for operation of a business may be approved by the Housing Department under the following conditions:

1. *Request to operate business.* A request to operate a business out of the home shall be made in writing prior to the business being established.

2. *No retail outlet.* No retail outlet shall be allowed although occasional customers are permissible.

3. *Factors to consider.* In making the decision, the Housing Department shall take into consideration the noise level, where the business will be located in the home, what type of business it is, and what impact the business will have on the home and the community. The operation of the business should not negatively impact the neighbor or surrounding community.

4. *Decision and Appeal.* A written decision shall be made within 30 days of the date of the request. A denial is may be appealed to the Housing Commission within 15 days of mailing of notice.

d. *Structural modifications.* No resident shall make any structural modifications or additions to the unit unless approved by the Housing Department. A request for modification shall be made in writing, and provide detailed information regarding the proposed change (e.g., plans/specifications). If the resident is in full compliance with the terms of the lease agreement, the Housing Department may approve the request.

1. *Approvable alterations and additions.* Modifications that are approvable include, but are not limited to, energy conservation items, and adding an out building.

2. *Resident expense.* All costs and expenses incurred by the resident in making modifications shall be solely the responsibility of the resident.

3. *Construction/Building Code requirements.* All construction shall be done in accordance with applicable building codes and ordinances. The Housing Department shall be given the opportunity to inspect the work during all phases of completion.

e. *Damage to Property.* Residents shall refrain from damaging, defacing, vandalizing, destroying or removing any part of the home, neighborhood, and community including all public and tribally owned property. The head of household and spouse are responsible for all family members and residents of their homes.

- f. *Public disturbance.* Residents shall not engage in unlawful activities or activities which could cause a disturbance to neighbors and the surrounding community. The Housing Department shall maintain a record of all resident complaints.
- g. *Responsibility to provide utilities.* It is the responsibility of the resident to provide all utilities for the unit including deposits.
- h. *Rent.* All rent payments are due on the 15th day of the month without billing/prior notice.
- i. *Maintenance/appearance of the home and property.* The resident shall provide all basic upkeep of the home, keeping it in an acceptable condition and free from trash, clutter, and debris, including abandoned or junk cars. The Housing Department shall monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the resident will be required to remove it from the property.
- j. *Pet/Animal control.* Residents may have pets in accordance with the regulations set forth in Chapter 6. Where no regulations or written authorization has been granted, pets are prohibited.
- k. *Requirement to list occupants.* The resident is required to list all occupants of the home on the family's admission application and provide any updates for continued occupancy. A head of household must notify the Housing Department of a visitors' stay that is more than three days. If a person stays longer than three weeks, he must be included as an occupant of the home.
- l. *Resident responsibility for children and guests.* The resident and members of the household are responsible for all actions of the residents, guests, and children of the home and may be held accountable for such actions.
- m. *Inspections.* The resident shall permit the Housing Department to periodically inspect the home and grounds.
- n. *Counseling.* The resident and all adult members of the household is required to attend all mandatory-counseling sessions scheduled by the Housing Department. The resident may be required to attend individual counseling sessions as a condition of continued occupancy.
- o. *Prohibition of illegal drug activities.* Any conviction, including "no contest" pleas, for a drug related criminal activity shall be grounds for immediate termination in accordance with the lease.
- p. *Insurance.* The Housing Department shall provide required insurance on the unit structure including fire coverage of the home, NOT its contents. The resident will have to secure their own insurance for personal property/contents. It is the resident's responsibility to report all damages to the unit so claims can be processed in a timely manner.
- q. *Re-certification requirements.* The resident is required to update relevant information regarding income, family composition, payment, rent calculations, etc. at a minimum on an annual basis. If any types of these changes occur in the household prior to the re-certification, the head of household must inform the Housing Department immediately. Failure to update this information immediately is grounds for eviction from the unit.
- r. *Prohibition of subleasing.* The resident shall not take in boarders or sublet the unit.
- s. *Security deposit.* The resident is required to pay a security deposit in the amount of one month's rent. The deposit shall be refundable at the time of move-out, provided that all conditions, obligations and requirements of the Housing Department and lease agreement have been satisfied.
- t. *Other responsibilities/obligations under lease.* The resident is responsible for complying with all other responsibilities/obligations stated in the lease.
- u. *Other Housing Department requirements.* The Housing Department may have additional requirements that would be necessary given each individual situation.

Section 5. Certification Process (See 24 CFR Part 1000.128)

5-1. *Annual reexamination.* Residents are required to re-certify on an annual basis. The Housing Department shall follow these procedures for the annual reexaminations.

- a. *Scheduling.* The date for re-certification will be within 15 days before the end of the lease agreement. Re-certification includes verifying information needed to determine rent payments and other vital information concerning the family's composition and records. The Housing Department shall notify the resident in writing of the need to re-certify and set a date and time for the re-certification.
- b. *Submission of application for continued occupancy.* At the time of the required re-certification, the resident shall be required to submit an application for continued occupancy. The resident shall sign the completed application and any attachments.
- c. *Notice of changes.* Within 10 days of the completed re-certification process, the resident shall be informed in writing of any changes in the required monthly rent and the effective date of these changes.
- d. *Adjustments to rent payments.* After the annual re-certification process is complete, an adjustment in rent amount will be made effective the month immediately following the re-certification. Increased rent adjustments will be made retroactively unless the Housing Department determines that re-certification was delayed by the Housing Department and that the resident was in no way at fault. Decreased rent adjustments will be made retroactively only if the Housing Department determines that the re-certification was delayed by the Housing Department and that the resident was in no way at fault.
- e. *Other required information.* The resident may be required to submit additional information at re-certification if the Housing Department deems it necessary to complete the family's records or to assist in determining income and rent. Information that may be required includes, but is not limited to, social security cards (numbers) for new family members/occupants, divorce decrees, and receipts for various expenses.

5-2. *Interim re-examination.* The resident may request a re-examination of income and/or re-certification if circumstances have occurred which would affect the monthly-required rent by increasing or decreasing it. Examples include, but are not limited to, raises, loss of job, new job, and an additional occupant in the home. The Housing Department will process these requests on a first-come, first-served basis.

5-3. *Special re-examinations.* If it is impossible to determine a family's actual income due to unstable conditions such as fluctuating or sporadic employment and income, the Housing Department may set a date for a special re-examination, when the family's economic condition is likely to be more stable. The Housing Department may use alternative methods of calculating annual income in cases where an accurate estimate of income cannot be arrived at or computed.

5-4. *Adjustments due to errors.* If the Housing Department made an error in calculating a resident's rent that was subsequently discovered by either the Housing Department or resident, a retroactive adjustment shall be made to the effective date of the improper adjustment. Errors which are caused by the resident may also be made retroactive if the Housing Department feels that the errors were committed willfully, in an effort to receive a reduced rent.

5-5. *Failure to comply or properly report information required.* If a resident fails to provide information or provides false information for a required re-certification, it is considered a breach of the lease and is grounds for termination of the lease agreement. Providing false information to or withholding information from the Housing Department may be considered fraud, which is a crime punishable under the law. If a resident fails to respond to the letter requesting re-certification information, a written notice will be sent out with a deadline for submission of information. If the resident fails to meet the deadline, the Housing Department shall notify the resident of the breach of the lease agreement and proceed with eviction procedures outlined in the lease agreement.

5-6. *Suspension of payments.* The Housing Department may suspend the required monthly rent for a specified period of time due to unusual circumstances, such as substantial rehabilitation/repair work being performed on the unit/house. The resident may request the suspension of all or part of the rent and the

Housing Department shall approve or disapprove the request and notify the resident in writing of the determination.

Section 6. Home Inspections

6-1. *Initial Inspection.* At the time of initial occupancy, a move-in inspection shall be conducted with the Housing Department's inspector and the resident. The resident shall be permitted to have a representative of their choice present at the initial inspection to assist them. This inspection shall be videotaped.

6-2. *Documentation of conditions.* At the conclusion of the initial inspection, the resident shall sign an inspection report detailing any deficiencies in the home. The Housing Department shall correct the deficiencies within a reasonable amount of time not longer than 10 days.

6-3. *Homecare Procedures.* The Housing Department shall provide the resident with resident training sessions that cover the obligations of the resident and proper home care procedures. Attendance at counseling sessions shall be a mandatory requirement prior to occupancy.

6-4. *Annual inspection.* After the initial inspection is completed, inspections shall be conducted by the Housing Department on an annual basis.

a. *Notification.* The Housing Department shall provide the resident with written notification of the scheduled inspection at least 15 days prior to the date of the inspection. The notice shall state that the annual inspection is a requirement of the lease agreement and give the date and time of the inspection.

b. *Inspection procedure.* The Housing Department shall conduct a thorough videotaped inspection of the interior, exterior, and adjacent grounds of the home. The resident shall sign the inspection report, which contains the results of the inspection.

c. *Deficiencies.* If the inspection reveals any deficiencies in the condition of the home, the resident shall be given 30 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled.

d. *Follow-up inspection.* The Housing Department shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The resident shall be notified and given the opportunity to be present at the inspection. If the resident has not corrected the deficiencies, the Housing Department may terminate the lease in accordance with the terms of the lease agreement, or perform the necessary work and charge the resident's security deposit account.

6-5. *Special inspections.* In addition to the annual inspection, special inspections may be required by the Housing Department if the resident has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the resident has a poor record of homecare at past residences. Written notice shall be provided 24 hours prior to the inspection.

6-6. *Move-out inspections.* Upon termination of the lease, the Housing Department shall conduct a videotaped move-out inspection. The resident or representative shall be given notice of the inspection so that they may be present at the inspection. The Housing Department shall prepare an inspection report which shall be signed by the resident. The report shall include an account of any deficiencies noted, a written estimate of the amount (dollar value) of work required, and a statement which gives the resident 14 days to correct the deficiencies. If the deficiencies are not corrected by the deadline, the Housing Department shall correct the deficient items and charge the resident's security deposit account for the work. If the amount of the work exceeds the resident's available balance, the Housing Department shall bill the resident for the amount outstanding.

Section 7. Transfer policy

7-1. *Requirements for transfer.* Any residents requesting a transfer to another home must do so in writing. All transfers are subject to availability of another home. The Housing Department may approve transfers for the following: size of unit not compatible, change in income level, employment and/or education. Two

families may transfer (trade) units if both parties agree that it is in their best interest, and the Housing Department approves.

7-2. *Families must be up-to-date on rent.* In order to transfer, a family must be up-to-date on the rent for the home they are currently occupying.

7-3. *Maintenance and repairs performed.* All necessary repairs and rehabilitation of the unit shall be charged to the current resident prior to move-out. If the total amount of charges is unclear, a “good faith” estimate shall be provided by the Housing Department.

Section 8. Adoption; Amendment; Repeal

8-1. *Adoption.* This Chapter is approved by the Housing Commission on October 21, 2004 and approved by the Tribal Council on November 3, 2004[,by resolution # 04-1103-443].

8-2. *Amendment.* This regulation may be amended by the Housing Department in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 8-1.

8-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

8-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the ‘spirit’ of this regulation rather than complete compliance is acceptable.

8-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

8-6. *Effective Date.* This Regulation shall take effect upon approval by Tribal Council.

MEMBERSHIP ASSISTANCE PROGRAM REGULATIONS

Chapter 1. Home Repair Program Regulations

Regulation # R700-04:MA-01

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with Section 6 of Membership Assistance Program Ordinance, Ordinance # 02-700-04, the Tribal Ogema hereby promulgates these regulations for implementation of the Home Repair Program.

1-2. *Purpose.* This regulation is intended to provide a framework for ensuring the Tribally funded Home Repair Program is appropriately implemented and administered for the benefit of all members of the Little River Band of Ottawa Indians. The program provides a grant to members to fund services to repair, renovate, or replace housing for families having substandard housing and have no other recourse for assistance.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in Chapter 1 and the Membership Assistant Program Ordinance are defined for the purposes of all *Membership Assistance Program Regulations*.

2-2. *Applicant* means an individual or member of a household on whose behalf an application for grant services has been received.

2-3. *Cost effective* means the cost of the project is within the cost limits for the category of assistance and adds sufficient years of service to the dwelling to satisfy the applicant's housing needs well into the future.

2-4. *Standard Housing* means a dwelling that is decent, safe, and sanitary.

a. Except as provided in paragraph (b) of this definition, standard housing must meet each of the following conditions:

1. General construction must conform to applicable tribal, county, State, or national codes and to appropriate building standards for the region;
2. The heating system must have the capacity to maintain a minimum temperature of 70 degrees in the dwelling during the coldest weather in the area;
3. The heating system must be safe to operate and maintain, and deliver a uniform heat distribution;
4. The plumbing system must include a properly installed system of piping and fixtures;
5. The electrical system must include wiring and equipment properly installed to safely supply electrical energy for lighting and appliance operation;
6. Occupants per dwelling must not exceed these limits:
 - A. Two-bedroom dwelling: Up to four persons;
 - B. Three-bedroom dwelling: Up to seven persons;
 - C. Four-bedroom dwelling: Adequate for all but the very largest families:
The first bedroom must have at least 120 sq. ft. of floor space and additional bedrooms have at least 100 sq. ft. of floor space each;
7. The house site must provide economical access to utilities and must be easy to enter and leave; and
8. Aesthetics and access to school bus routes must be considered.

b. The following exceptions apply to the standards in paragraph (a) of this definition:

1. If access to a particular utility is not available and there is no prospect of access becoming available, then the standard relating to that utility does not apply; and
2. In regions of severe climate, the size of the house may be reduced to meet the region's

applicable building standards.

2-5. *Substandard housing* means condition(s) exist that do not meet the definition of standard housing.

2-6. *Building inspector* means an individual licensed by a state or tribal regulatory agency, or certified by a professional association related by the building inspection trade or construction trades, to perform inspections of housing and determine whether the building meets or exceeds standard housing requirements, including the application of appropriate building codes.

2-7. *Member* means an enrolled member of the Little River Band of Ottawa Indians.

2-8. *Age 18 or over* includes a member who has not yet reached the age of 18 but who has been recognized by a court of competent jurisdiction to have been emancipated and accorded all legal rights and privileges of being recognized as an adult.

2-9. *Home Repair Department* means the office created to implement the Home Repair Program and which is located within the Membership Assistance Department.

Section 3. Eligibility

3-1. *Eligibility*. An applicant is eligible for the Home Repair Program if the applicant meets the following criteria.

- a. A member is a permanent member of the household.
- b. The house is located in the continental United States.
- c. The household annual income does not exceed the percentage of federal poverty income guidelines set forth in Table 1, examples are in grey. The Home Repair Department shall make available updated income requirements as changes occur to the federal poverty income guidelines as published by the U.S. Department of Health and Human Services in the federal register.

Size of Family Unit	LRBOI Criteria: Percentage of FPIG	100% FPIG	LRBOI CRITERIA
1	200%	\$ 8,910	\$17,820 (200%)
2	200%	\$11,994	\$23,988 (200%)
3	210%	\$15,072	\$31,651 (210%)
4	220%	\$18,150	\$39,930 (220%)
5	220%	\$21,234	\$50,021 (220%)
6	220%	\$24,312	\$57,330 (220%)
7	220%	\$27,390	\$64,638 (220%)

Family Units with 8 or more members add the difference between the value of FPIG for a family unit of 1 and a family unit of 2 for each person.

Family Units with 8 or more members add \$3084 for each person.

d. The ownership and/or land contract interest must be undivided, i.e. the applicant is the only owner and/or land contract holder. The property must have no existing liens against the property title over and above those normally created by mortgage holders. In the case of a land contract, the period of the contract must be for no less than five years; and

e. The head of household must be 18 years of age or older.

3-2. *Proof of Income*. All applicants must submit proof of income from all permanent members of the household. This includes signed copies of current tax returns, including W-2's and all other attachments; unearned income such as social security, all assistance, retirement, and unemployment benefits. If the applicant or permanent members of the household did not file a tax return, a notarized statement explaining the reasons it was not filed needs to be submitted.

Section 4. General Policies

4-1. *Application Deadline.* Completed applications must be received by the Home Repair Department within the first fifteen days of the month to be eligible for funding that month. The Home Repair Department shall have available application packages that contain application forms, necessary instructions for accurately filling out applications and copies of these regulations.

4-2. *List of Eligible Applicants.* The Home Repair Department will produce a list of applicants considered for the grant program on the 15th of each month. This list will include the names of the applicants, the applicants' relative standing in terms of priority and the estimated total costs of repair projects. The estimated cost of repairs will be completed after an inspection has been completed and three bids have been received from licensed contractors. The list shall also include the names of the applicants who are not ranked, along with an explanation of the reason why the applicant was deemed ineligible.

4-3. *Notification of Completed Application.* Applicants that have satisfactorily completed the application will be advised by the Home Repair Department of the requirements for initiation of repairs.

4-4. *Ineligibility Notification.* If an applicant is ineligible for the Home Repair Program, they will be contacted by the Home Repair Department within 30 days from receipt of the completed application. The ineligibility notification shall include clearly stated reasons why the applicant is ineligible, and actions that can be taken to clarify information or cause the applicant to be determined eligible.

4-5. *Incomplete Application.* If an application is incomplete, the Home Repair Department will notify the applicant regarding what documentation is needed and the date before which the documentation must be submitted. If an applicant does not provide the missing documentation before the deadline date, he or she will not be eligible to receive program assistance during that program month nor be eligible for succeeding months until a completed application is submitted.

4-6. *Prioritization.* For eligible applicants, a priority list will be established by the Home Repair Department.

- a. Priority #1 is repair to substandard homes as determined by a building inspector.
- b. Priority #2 is repair to standard housing homes as determined by a building inspector.
- c. Priority #3 are grants for the down payment or closing costs associated with the purchase of a home to replace housing that is unable to be brought up to standard housing.

4-7. *Use of Funds.* Funds will be allocated monthly to the program from the annual budget appropriation. Priority #'s 2 and 3 are served if there are unspent funds after serving the needs of priority #1 applicants based upon the monthly allocation of funding.

4-8. *Carryover of Application to Following Month.* At the option of the Home Repair Department, and when extenuating circumstances exist, an application can be carried forward, for one year, into subsequent program cycles.

4-9. *Additional Considerations.* Among eligible applicants, the Home Repair Department will affix priority consideration to applications that have young children, elderly and/or physically impaired members in the households.

4-10. *Sale of home.* If the applicant sells or conveys the home to a non-member within five years following the completion of the repairs, the grant is voided and the full amount of assistance must be repaid to the Home Repair Department at the time of sale.

Section 5. Limitations

5-1. *General Funding Levels.* Each applicant is limited to a maximum funding amount of \$7,500 in project assistance, or the cost of completing a single project that results in restoring the sub-standard home to a standard condition, whichever amount is less.

5-2. *Exceptions to Maximum Funding for Plumbing, Roofing, Heating or Electrical Repairs.* An applicant may exceed the maximum funding amount of \$7500 to restore a substandard home to standard condition where the total cost of repairs to plumbing, roofing, heating, or electrical systems do not exceed 25% of the cost of replacing the home.

5-3. *Interim Improvements.* An applicant requesting assistance for a substandard home which cannot be restored to standard conditions within the limitations of sections 5-1 and 5-2 may be eligible to receive interim improvements assistance. Such interim improvements cannot exceed \$2,500 and may be utilized only once in regard to a home.

5-4. *Accessibility.* A member may receive assistance under this program only two times within a 5 year period. This limitation attaches to both the home itself and to each adult member of the household. Applicants receiving only interim repair service, \$2,500 or less, however, may remain eligible for future assistance.

Section 6. Home Inspection

6-1. *Building Inspection.* The Home Repair Department must receive a report from a building inspector to determine the extent of repairs required to cost-effectively bring the home to standard condition.

6-2. *Payment for Home Inspection.* The applicant will submit to the Home Repair Department documentation of the building inspector's qualifications with the proposed charge for the inspection. Upon approval by the Home Repair Department, the applicant will arrange for a building inspection. The building inspector must directly invoice the Tribe for an amount not to exceed the pre-approved charge for services.

6-3. *Repair Standards.* The contractor and applicant will adhere to the local and state building codes and ordinances.

Section 7. Bid Process

7-1. *Scope of Work.* The Home Repair Department, in consultation with the approved building inspector, will develop a detailed, written report, also called "bid specifications," that identifies what and how the improvement, repair, or construction work is to be undertaken.

7-2. *Responsibility for Obtaining Bids.* The applicant will arrange for bids from three qualified, and building contractors to be submitted to the Home Repair Department.

7-3. *Qualification of Bidders.* All contractors and parties working on a project under this program shall be licensed or certified to perform that type of work. All contractors and parties working on a project under this program shall also provide documentation identifying such license or certification, as well as insurance sufficient to cover the project.

a. Contractors must pay prevailing wages as determined by the Tribe or, in the case of non-Tribal land, the presiding, governmental entity to all employees.

b. Employees are to be compensated according to the appropriate job classification, i.e. carpenter, laborer, plumber, maintenance, and electrician.

c. Any project totaling less than \$2,000, as well as any sole proprietorship (owner-owned business with no employees), is exempt from the prevailing wage requirement.

7-4. *Applicant Participation Restricted.* Applicants, or permanent members of the household, shall be prohibited from participating as a contractor on a home repair project unless all of the following criteria are met.

a. The applicant or permanent member of the household has the license or certification necessary for the type of work to be conducted.

b. There will be a substantial savings in the cost of the project by allowing the applicant or permanent member of the household to complete the project work.

7-5. *Bid Acceptance.* Upon receipt of three bids from qualified bidders, the Home Repair Department will compare the bids and accept the proposal that most accurately represents completion of the scope of work in a timely and professional manner consistent with the *Purchasing and Procurement Regulation*, # R100-01:AC-01.

7-6. *Notification of Repair.* The Home Repair Department shall notify each applicant regarding their eligibility under the program, anticipated start and completion date for the project, and the scope of the work

to be performed.

7-7. *Need to Vacate.* If a home is scheduled for major repairs requiring that all occupants vacate the dwelling for safety reasons, the applicant is responsible for locating alternate lodging and paying for all associated costs, as well as removing belongings and furnishings from the home before the scheduled beginning work date.

7-8. *Construction Delays.* Factors such as weather, location, family participation, availability of program funds, availability of materials, site preparation, and other unforeseen factors may affect anticipated start and completion dates for individual projects.

Section 8. Payment to Contractor

8-1. *Schedule of Payments.* Payments to the accepted bidder are negotiated in the contract and based on specified delivery of services.

- a. Partial payments will not exceed 80 percent of the value of the completed work.
- b. The contractor will not receive final payment until the applicant signs a satisfaction sheet and a final determination is made regarding the compliance of the work with all contract requirements by a building inspector.
- c. No moneys will be granted directly or sub-loaned to the applicant.
- d. The applicant must complete a survey regarding the performance of the contractor(s) and agree that the repair was successfully completed.

8-2. *Responsibility; Liability.* The applicant assumes all responsibility for timely and satisfactory completion of the home repair project. Liability arising from an incomplete or unsatisfactory home repair project lies with the applicant and the contractor.

Section 9. Adoption; Amendment; Repeal

9-1. *Adoption.* This Chapter is approved by the Tribal Ogema on _____ and approved by the Tribal Council on July 10, 2002 by adoption of resolution # 02-0710-05.

9-2. *Amendment.* This regulation may be amended by the Home Repair Department in accordance with the Constitution and any rules set forth governing amendment of regulations of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 9-1.

9-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

9-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the 'spirit' of this regulation rather than complete compliance is acceptable.

9-5. *Sovereign immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

9-6. *Effective Date.* This Regulation shall take effect on September 1, 2002.

Chapter 2. Community Wellbeing & Support Program
Regulation # R700-04:MA-02

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with Section 7 of Membership Assistance Program Ordinance, Ordinance # 03-700-04, the Tribal Ogema hereby promulgates these regulations for implementation of the Community Wellbeing & Support Program .

1-2. *Purpose.* This regulation is intended to provide a framework of the Community Wellbeing & Support Program to assist in the development of surveys intended to garner information for the review of existing programs and development of future programs to provide assistance to members.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory.

Section 3. Eligibility

3-1. *Eligibility.* An applicant is eligible to receive the Community Wellbeing and Support payment if he or she is:

- a. a member as of September 1st of the program year.
- b. the legal guardian of a member who has been determined by a court of competent jurisdiction to require a legal guardian over the person and/or affairs, provided that the legal guardian is not the State of Michigan or other state government.

Section 4. General Policies

4-1. *Program Scope.* Community Wellbeing and Support Program is designed to provide a mechanism for the development of information about members in order to assist the government in reviewing existing programs and developing additional programs. As a part of this purpose, the Community Wellbeing and Support Program develops surveys to gather information to be utilized by all programs of the Tribe.

4-2. *Program Amount.* To encourage responses to surveys, the member shall receive a \$500.00 payment for a completed survey.

4-3. *Survey Development.* The Membership Assistance Department shall request input from all Tribal programs providing services to members in order to develop the survey. The department, in requesting input from Tribal programs, shall identify appropriate time lines for responses from programs, the dates and times of meetings for survey drafting and review, and other necessary steps to development of the survey. The survey development may take any process necessary, but final surveys must contain the following statements in a prominent location on the survey and must receive written approval by the Ogema prior to publication and mailing.

- a. A parent or guardian of a member may sign a completed survey on behalf of the minor child or ward. The parent or guardian should fill out the survey based on his/her estimate of the needs of the minor child or ward.
- b. Failure to return a completed and signed survey to the Membership Assistance Department prior to November 1 shall result in the member not being qualified to receive the Community Wellbeing and Support payment.

4-4. *Survey Mailing.* The Community Wellbeing and Support Survey will be mailed out on or around September 1st of the program year.

4-5. *Program Amount Distribution.* The Membership Assistance Department shall forward the Accounting Department the list of eligible members on or before November 6 of the program year. The Accounting Department shall print and mail all program amounts for eligible members on or before November 15 of the

program year.

4-6. *Maintenance of File; Use of Information.* The Membership Assistance Department shall maintain a confidential filing system/data base and shall not release any information collected from members except as provided in this section.

a. *Statistical.* Information may be compiled and reported to internal or external agencies which does not identify specific tribal member.

b. *Program Building.* Information shall be compiled and shared to the extent necessary to identify a need to expand or create a program. Such information shall be in a format that does not identify specific tribal member.

4-7. *Process Time Line.* The Membership Assistance Department must receive the Community Wellbeing and Support Survey on or before November 1st of the program year to be qualified to receive the program amount. There shall be no carry over of eligibility from program to program year.

4-8. *Incomplete Documentation/Ineligibility Determination.* The Membership Assistance Department must have received a completed program survey on for before November 1 of the program year. No member shall be eligible to appeal a determination of an incomplete program survey, or proper receipt of a program survey. No member shall be eligible to appeal a determination of ineligibility based on mailing of the survey to the improper mailing address of the member. Members shall be responsible for maintaining the correct mailing address on file with the Enrollment Department.

Section 5. Adoption; Amendment; Repeal

5-1. *Adoption.* This Chapter is approved by the Tribal Ogema on September 29, 2003, and approved by the Tribal Council on by adoption of resolution 03-1001-311.

5-2. *Amendment.* This regulation may be amended by the Members Assistance Department in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must be approved or adopted in the same manner as set forth in section 5-1.

5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

5-4. *Compliance.* Compliance with all submission survey submission deadlines within this Chapter is mandatory. The Ogema may authorize in writing reasonable extensions to mailing of surveys and mailing of program amounts; provided that no extension may allow program amounts to be mailed after December 15 of the program year.

5-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

5-6. *Effective Date.* This Regulation shall take effect on upon approval by the Tribal Council.

Chapter 3. Low Income Energy Assistance Program Regulations
Regulation # R700-04:MA-03

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with Section 4.02 of Membership Assistance Program Ordinance, # 03-700-04, the Tribal Ogema hereby promulgates these regulations for implementation of the Low Income Energy Assistance Program.

1-2. *Purpose.* This program is intended to provide limited, short-term financial assistance to eligible members experiencing an energy crisis. This assistance is designed to resolve an energy crisis and return member or the household back within the household budget.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in the Membership Assistant Program Ordinance are defined for the purposes of this chapter.

2-2. *Household* means persons living in the same residence maintaining a single economic unit and also includes any person living alone/single who is a permanent member of and participates in the maintenance of the household.

2-3. *Household Income* means the sum of income received in the calendar year by all household members, including household members not related to the head of household, people living alone/single within household, and other non-family member within household.

2-4. *Income* means total income amounts reported separately for wage/salary earned income and unearned income.

2-5. *Applicant* means on whose behalf an application for services has been received.

2-6. *Member* means an enrolled member of the Little River Band of Ottawa Indians.

2-7. *Age 18 or over* includes a member who has not yet reached the age of 18 but who has been recognized by a court of competent jurisdiction to have been emancipated and accorded all legal rights and privileges of being recognized as an adult.

2-8. *Membership Assistance Department* means the office delegated responsibility to implement the Low Income Energy Assistance Program.

2-9. *Permanent resident of the household* includes all persons, of any age or relationship, living in the house for one or more months. A person residing in the house should be considered a permanent resident if they are a student at a higher education program living at the house during school breaks and holidays.

2-10. *Energy Crisis* means one or more of the following:

- a. A shut off notice from utility vendor;
- b. A denial for energy assistance from an outside agency.
- c. Budgeting issues where a member or household has unexpected costs or unexpected loss of income which affect the overall budget of the family.

Section 3. Eligibility

3-1. *Eligibility.* An eligible applicant for the Low Income Energy Assistance Program is:

- a. member of the Little River Band Of Ottawa Indians who is
 1. 18 years or older; or
 2. the parent or legal guardian of a member who has not reached the age of 18; or
 3. the legal guardian of a Little River Band Of Ottawa Indians member who has been determined by a court of competent jurisdiction to require a legal guardian over the person and/or affairs, provided that the legal guardian is not the State of Michigan or other state government.

- b. meets one of the criteria set forth in section 4-3, Program Scope.
- c. Within the income criteria as follows: 150% of the Federal Poverty Income Guideline level is the maximum level allowed in determining income eligibility for Low Income Energy Assistance. The federal poverty income guidelines published by the U.S. Department of Health and Human Services shall be maintained in the Membership Assistance Department and included with each application.

Family Size	Federal Poverty Income Guideline	LRBOI Criteria
	100%	%150
1	\$9,310	\$13,965
2	\$12,490	\$18,735
3	\$15,670	\$23,505
4	\$18,850	\$28,275
5	\$22,030	\$33,045
6	\$25,210	\$37,815
7	\$28,390	\$42,585

For Families units with more than 8 members, add \$4,770 for each additional member of the household in the 150% column.

Section 4. General Policies

4-1. *Application.* Members Assistance Department must receive a fully completed application signed by the applicant and accompanied by all required documentation to begin processing any request for assistance. It is the responsibility of the applicant to provide all required information with application.

4-2. *Incomplete Applications.* Applicants submitting applications incomplete or missing required information shall be sent a request for further information. Applications will not be processed until complete information is received. Applications that are incomplete 90 days after receipt of the application shall be closed by the Membership Assistance Department and applicants must submit a new application to begin the process again.

4-3. *Program Scope.* A member must identify one of the following actions in order to receive benefits under this program.

- a. Member receives shut off notice from utility vendor.
- b. Member has received a denial from an outside agency.
- c. Member is able to demonstrate why energy crisis has occurred.
- d. Budgeting issues where a member or household has unexpected costs or unexpected loss of income which affect the overall budget of the family. This assistance is designed to resolve an energy crisis and return the member or the household back within the household budget.

4-4. *Restrictions on Program Application.* Access to this assistance is limited to once a year per household.

4-5. *Enrollment Verification.* The Membership Assistance Department shall obtain, from the Enrollment Department, verification of membership of each applicant and each person identified in the household as a member of the Little River Band of Ottawa Indians.

4-6. *Proof of Income.* All applications must identify, and verify, all forms of income for every person living in the house.

- a. Income includes all forms of income, including but not limited to-
 - 1. Employment, including gross income from self employed persons;
 - 2. Unemployment benefits;
 - 3. Workers compensation benefits;
 - 4. Disability income or benefits;

5. Retirement, pension, or annuity payments;
6. Social Security payments;
7. Child support and alimony payments; and
8. Dividends, and other investment income.

b. Income shall be verified by the Members Assistance Department. Income can be verified by submission of the following by way of example and not limitation.

1. Paycheck stubs for the month prior to the application;
2. Income tax return, including W-2's and other tax reporting forms;
3. Benefit payment receipts, including notices that identify the amount and duration of benefit; and
4. Other sources of documents that have been independently generated or verified.

c. A household includes members and non-members.

d. Except for children under the age of 18, each person shall sign a notarized statement attesting to the fact that the person has no income from resource.

4-7. *Payment to Vendor.* Payments will be sent directly to vendor. No payment under this regulation shall be made directly to the applicant.

4-8. *Amount of Assistance.* The maximum amount of assistance is limited to \$200.00 per year per household.

4-9. *Processing Time Lines.* Final processing will not occur until all required documentation and a completed application has been received by the Members Assistance Department. Applications will not be processed until complete information is received.

4-10. *Eligibility Notification.* Applicants that have satisfactorily completed the application and provided the required supporting documentation will be notified by the Members Assistance Department of receipt of application and required documentation. The application will be reviewed for eligibility and a determination will be made within 10 business days.

4-11. *Ineligibility Notification.* If an applicant is ineligible for assistance, they will be notified by the Members Assistance Department within 10 days. The ineligibility notification shall include clearly stated reasons why the applicant is ineligible, and applicants right to appeal an ineligible determination as set forth in section 5.02 of the Membership Assistance Program Ordinance.

4-12. *Maintenance of File; Use of Information.* Members Assistance Program shall maintain a confidential filing system.

a. *Statistical.* Information may be compiled and reported only to the Ogema and Tribal Council which does not identify specific applicants.

b. *Program Building.* Upon request from the tribal Ogema and Tribal Council information may be compiled and shared to the extent necessary to identify a need to expand or create a program. Such information shall be in a format that does not identify specific applicants.

c. *Contact with Applicant.* The Members Assistance Program works in conjunction with other Tribal programs to identify the greatest possible amount of assistance to applicants. Department staff shall notify the applicant of this cross-functional team work process. The applicant shall have the ability to reject any or all services identified, and such rejection shall not result in penalizing the applicant for any program accepted, unless such restriction is specifically included within the eligibility requirements for that program.

4-13. *Applicant file.* The Membership Assistance Department shall retain applicant file for up to 5 years. Applicant file shall contain at a minimum: applicant application, supporting documentation for eligibility criteria.

4-14. *Ineligible File.* The Membership Assistance Department shall retain ineligible file for one year. Ineligible file shall contain at a minimum: application and letter of ineligibility.

Section 5. Adoption; Amendment; Repeal

5-1. *Adoption.* This Chapter is approved by the Tribal Ogema on May 7, 2004, and approved by the Tribal Council on May 19, 2004, by adoption of resolution # 04-0519-211.

5-2. *Amendment.* This regulation may be amended by the Membership Assistance Department in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 5-1.

5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

5-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the ‘spirit’ of this regulation rather than complete compliance is acceptable.

5-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

5-6. *Effective Date.* This Regulation shall take effect on June 1, 2004.

Chapter 4. Rental and Mortgage Assistance Program Regulations
Regulation # R700-04:MA-04

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with Section 4.02 of Membership Assistance Program Ordinance, Ordinance # 03-700-04, the Tribal Ogema hereby promulgates these regulations for implementation of the Rental and Mortgage Assistance Program.

1-2. *Purpose.* This regulation is intended to provide a framework for ensuring the tribally funded Rental and Mortgage Assistance Program is appropriately implemented and administered for the benefit of eligible members of the Little River Band of Ottawa Indians. The program provides assistance to members experiencing temporary housing crisis and who have no other recourse for assistance.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word “shall” is always mandatory and not merely advisory. Unless defined elsewhere, terms defined in the Membership Assistant Program Ordinance are defined for the purposes of this chapter.

2-2. *Household* means persons living in the same residence maintaining a single economic unit and also includes any person living alone/single who is a permanent member of and participates in the maintenance of the household.

2-3. *Household Income* means the sum of income received in the calendar year by all household members, including household members not related to the head of household, people living alone/single within household, and other non-family member within household.

2-4. *Income* means total income amounts reported separately for wage/salary earned income and unearned income.

2-5. *Applicant* means on whose behalf an application for services has been received.

2-6. *Member* means an enrolled member of the Little River Band of Ottawa Indians.

2-7. *Age 18 or over* includes a member who has not yet reached the age of 18 but who has been recognized by a court of competent jurisdiction to have been emancipated and accorded all legal rights and privileges of being recognized as an adult.

2-8. *Membership Assistance Department* means the office delegated responsibility to implement the Rental and Mortgage Assistance Program.

2-9. *Rent* means the payment of an amount fixed by contract made by a tenant at specified intervals in return for the right to occupy the property of another.

2-10. *Lease* means a contract granting use or occupancy of property during a specified period in exchange for a specific rent.

2-11. *Mortgage Payment* means the amount paid on a regular basis for the purchase of a house.

2-12. *Permanent resident of the household* includes all persons, of any age or relationship, living in the house for one or more months. A person residing in the house should be considered a permanent resident if they are a student at a higher education program living at the house during school breaks and holidays.

2-13. *Housing Payment Crisis* means one or more of the following:

- a. An eviction notice or;
- b. A foreclosure notice
- c. Loss of a rental unit due to natural disaster.
- d. A denial for rent or mortgage assistance from an outside agency.
- e. Documented inability to pay existing rent due to budgeting issues requiring relocation to housing that will better fit household income.
- e. Assistance needed in order to upgrade their living situation from substandard to a standard home; this does not include the down payment for the purchase of a home, or repair to a home. The

applicant must provide documented evidence of substandard home i.e. report from an inspection agency.

Section 3. Eligibility

3-1. *Eligibility.* An eligible applicant for the Rental and Mortgage Assistance Program is:

- a. member of the a Little River Band Of Ottawa Indians who is
 - 1. 18 years or older; or
 - 2. the parent or legal guardian of a member who has not reached the age of 18; or
 - 3. the legal guardian of a Little River Band Of Ottawa Indians member who has been determined by a court of competent jurisdiction to require a legal guardian over the person and/or affairs, provided that the legal guardian is not the State of Michigan or other state government ;and Tribal member must reside in home on a permanent household member.
- b. meets one of the following criteria set forth in section 4-3, Program Scope.
- c. Within the income criteria as follows: 150% of the Federal Poverty Income Guideline level is the maximum level allowed in determining income eligibility for Rental and Mortgage Assistance. The federal poverty income guidelines published by the U.S. Department of Health and Human Services shall be maintained in the Membership Assistance Department and included with each application.

Family Size	FEDERAL POVERTY INCOME GUIDELINE	LRBOI CRITERIA
	100%	150%
1	\$ 9,310	\$13,965
2	\$12,490	\$18,735
3	\$15,670	\$23,505
4	\$18,850	\$28,275
5	\$22,030	\$33,045
6	\$25,210	\$37,815
7	\$28,390	\$42,585

For Families units with more than 8 members, add \$4,770 for each additional member of the household in the 150% column.

3.2. *Lease, Mortgage or Land Contract Requirement.* The lease must be not less than twelve months. A lease less that twelve months duration shall not be eligible for this program. The lease must be a notarized document executed by both parties; landlord and tenant. A lease that is not notarized is unacceptable. A Land Contract must be not less than 5 yrs. A Land Contract less than 5 yrs shall not be eligible for this program. The lease, mortgage or land contract must be in the Tribal member’s name or legal guardian/parents name.

Section 4. General Policies

4-1. *Application.* Members Assistance Department must receive a fully completed application signed by the applicant and accompanied by all required documentation to begin processing any request for assistance. It is the responsibility of the applicant to provide all required information with application.

4-2. *Incomplete Applications.* Applicants submitting applications incomplete or missing required information shall be sent a request for further information. Applications will not be processed until complete information is received. Applications that are incomplete 90 days after receipt of the application shall be closed by the Membership Assistance Department and applicants must submit a new application to begin the process again.

4-3. *Program Scope.* A member must identify one of the following actions in order to receive benefits under this program.

- a. An eviction notice. Assistance provided must stop eviction proceedings. In the event that eviction amount is in excess of maximum assistance available through program, applicant must provide

documented means to obtain remaining amount necessary to stop eviction proceedings.

b. A foreclosure notice. Assistance provided must be to stop foreclosure proceedings. In the event that foreclosure amount is excess of maximum assistance available through program, applicant must provide documented means to obtain remaining amount necessary to stop foreclosure proceedings. A denial for rent or mortgage assistance from an outside agency.

c. Documented inability to pay existing rent due to budgeting issues requiring relocation to housing that will better fit household income.

d. Assistance needed in order to upgrade living situation from substandard to standard home, which does not include the down payment for the purchase of a home, or repairs to a home. The applicant must provide documented evidence of substandard home, i.e. report from an inspection agency.

e. Loss of rental housing due to natural disaster. The applicant must provide documented evidence for loss of rental.

4-4. *Restrictions on Program Application.* Access to this assistance is limited to once every two years and as follows;

a. Applicant applying for rental assistance more than one time is required to provide denial for assistance from an outside agency and a statement from landlord identifying rent payment history and amount owed.

b. Applicant applying for mortgage assistance more than one time is required to provide a denial for assistance from an outside agency and a statement from mortgagor identifying mortgage payment history and amount owed

c. Applicant must demonstrate an attempt to pay rent or mortgage payment. i.e. payment receipt or mortgage payment statement and copy of check, money order or cash receipt.

And; The Rental and Mortgage Assistance Program will not assist with payment of the following;

a. Rent deposit

b. Late fees for nonpayment of rent or mortgage

c. If landlord is a close relative of applicant or a permanent member of the household

d. If assistance provided will not resolve foreclosure or eviction proceedings.

4-5. *Enrollment Verification.* The Membership Assistance Department shall obtain, from the Enrollment Department, verification of membership of each applicant and each person identified in the household as a member of the Little River Band of Ottawa Indians.

4-6. *Proof of Income.* All applications must identify, and verify, all forms of income for every person living in the house.

a. Income includes all forms of income, including but not limited to-

1. Employment, including gross income from self employed persons;

2. Unemployment benefits;

3. Workers compensation benefits;

4. Disability income or benefits;

5. Retirement, pension, or annuity payments;

6. Social Security payments;

7. Child support and alimony payments; and

8. Dividends, and other investment income.

b. Income shall be verified by the Members Assistance Department. Income can be verified by submission of the following by way of example and not limitation.

1. Paycheck stubs for the month prior to the application;

2. Income tax return, including W-2's and other tax reporting forms;

3. Benefit payment receipts, including notices that identify the amount and duration of benefit; and

4. Other sources of documents that have been independently generated or verified.

c. *A household* includes members and non-members.

d. Except for children under the age of 18, each person shall sign a notarized statement attesting to the fact that the person has no income from a resource and complete a Zero Income Form.

4-7. *Payment to Vendor.* Payments will be sent directly to vendor. No payment under this regulation shall be made directly to the applicant.

4-8. *Amount of Assistance.* The amount of assistance is limited to an equivalent of one month rent or mortgage payment to resolve housing crisis not to exceed a maximum of \$1000.00.

4-9. *Processing Time Lines.* Final processing will not occur until all required documentation and a completed application has been received by the Members Assistance Department. Applications will not be processed until complete information is received.

4-10. *Eligibility Notification.* Applicants that have satisfactorily completed the application and provided the required supporting documentation will be notified by the Members Assistance Department of receipt of application and required documentation. The application will be reviewed for eligibility and a determination will be made within 10 business days.

4-11. *Ineligibility Notification.* If an applicant is ineligible for assistance, they will be notified by the Members Assistance Department within 10 days. The ineligibility notification shall include clearly stated reasons why the applicant is ineligible, and applicants right to appeal an ineligible determination as set forth in section 5.02 of the Membership Assistance Program Ordinance.

4-12. *Maintenance of File; Use of Information.* Members Assistance Program shall maintain a confidential filing system.

a. *Statistical.* Information may be compiled and reported only to the Ogema and Tribal Council which does not identify specific applicants.

b. *Program Building.* Upon request from the tribal Ogema and Tribal Council information may be compiled and shared to the extent necessary to identify a need to expand or create a program. Such information shall be in a format that does not identify specific applicants.

c. *Contact with Applicant.* The Members Assistance Program works in conjunction with other Tribal programs to identify the greatest possible amount of assistance to applicants. Department staff shall notify the applicant of this cross-functional team work process. The applicant shall have the ability to reject any or all services identified, and such rejection shall not result in penalizing the applicant for any program accepted, unless such restriction is specifically included within the eligibility requirements for that program.

4-13. *Applicant file.* The Membership Assistance Department shall retain applicant file for up to 5 years. Applicant file shall contain at a minimum: applicant application, supporting documentation for eligibility criteria.

4-14. *Ineligible File.* The Membership Assistance Department shall retain ineligible file for one year. Ineligible file shall contain at a minimum: application and letter of ineligibility.

Section 5. Adoption; Amendment; Repeal

5-1. *Adoption.* This Chapter is approved by the Tribal Ogema on [date] and approved by the Tribal Council on December 8, 2004 by adoption of resolution # 04-1208-500.

5-2. *Amendment.* This regulation may be amended by the Membership Assistance Department in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 5-1.

5-3. *Severability Clause.* If any provision of this regulation or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this regulation which can be given effect without the invalid provision or application, and to this end the provisions of this regulation are severable.

5-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the ‘spirit’ of this regulation rather than complete compliance is acceptable.

5-5. *Sovereign Immunity.* Nothing in this Regulation shall provide or be interpreted to provide a waiver of sovereign immunity from suit of the Tribe or any of its governmental officers and/or agents.

5-6. *Effective Date.* This Regulation shall take effect on January 1, 2005.

Chapter 5. Food Assistance Program Regulations

Regulation # R700-04:MA-05

Section 1. Authority; Purpose

1-1. *Authority.* In accordance with Section 7 of Membership Assistance Program Ordinance, # 02-700-04, the Tribal Ogema hereby promulgates these regulations for implementation of the Food Assistance Program.

1-2. *Purpose.* This program is intended to provide limited, short term assistance to eligible members experiencing a dietary/food crisis. This assistance is designed to resolve a dietary/food crisis and protect the Tribal members' health and welfare.

Section 2. Definitions

2-1. *General.* For purposes of this regulation, certain terms are defined in this section. The word "shall" is always mandatory and not merely advisory. Unless defined otherwise, terms defined in the Membership Assistance Program Ordinance are defined for the purposes of this chapter.

2-2. *Household* means persons living in the same residence maintaining a single economic unit and also includes any person living alone/single who is a permanent member of and participate in the maintenance of the household.

2-3. *Household Income* means the sum of income received in the calendar year by all household members, including household members not related to the head of household, people living alone/single within household, and other non-family member within household.

2-4. *Income* means total income amounts reported separately for wage/salary earned income and unearned income.

2-5. *Applicant* means on behalf an application for services has been received.

2-6. *Member* means an enrolled member of the Little River Band of Ottawa Indians.

2-7. *Age 18 or over* includes a member who has not yet reached the age of 18 but who has been recognized by a court of competent jurisdiction to have been emancipated and accorded all legal rights and privileges of being recognized as an adult.

2-8. *Members Assistance Department* means the office delegated responsibility to implement the Food Assistance Program.

2-9. *Permanent resident of the household* includes all persons, of any age or relationship, living in the house for one or more months. A person residing in the house should be considered a permanent resident if they are a student at a higher education program living at the house during breaks and holidays.

2-10. *Food* dietary nourishment to sustain physical health in the form of meat, bread, fruit, vegetable and dairy products.

2-10. *Food/Dietary Crisis* means one or more of the following:

- a. Special diet needs related to medical restrictions.
- b. Homeless persons needing assistance in obtaining nutritional sustenance.
- c. Budgeting issues where a member or household has unexpected costs or unexpected loss of income which affect the overall budget of the family.

Section 3. Eligibility

Section 3-1. *Eligibility.* An eligible applicant for the Helping Hands Program is:

- a. a Little River Band Of Ottawa Indians member who is:
 1. 18 years or older; or
 2. the parent or legal guardian of a member who has not reached the age 18; or
 3. the legal guardian of a Little River Band of Ottawa Indians member who has been determined by a court of competent jurisdiction to require a legal guardian over the person and/or affairs, provided that the legal guardian is not the State of Michigan or other state

government.

b. meets one of the criteria set forth in section 4-3 Program Scope.

c. Within the income criteria as follows: 150% of the Federal Poverty Guideline level is the maximum level allowed in determining income eligibility for Low Income Energy Assistance. The federal poverty income guidelines published by the U.S. Department of Health and Human Services shall be maintained in the Membership Assistance Department and included with each application.

Family Size	Federal Poverty Income Guidelines	LRBOI Criteria
	100%	150%
1	\$9,310	\$13,965
2	\$12,490	\$18,735
3	\$15,670	\$23,505
4	\$18,850	\$28,275
5	\$22,030	\$33,045
6	\$25,210	\$37,815
7	\$28,390	\$42,585
8	\$31,570	\$47,355

Section 4. General Policies

4-1. *Application.* The Members Assistance Department must receive a fully completed application signed by the applicant and accompanied by all required documentation to begin processing any request for assistance. It is the responsibility of the applicant to provide all required information with application.

4-2. *Incomplete Applications.* Applicants submitting applications incomplete or missing required information shall be sent a request for further information. Applications will not be processed until complete information is received. Applications that are incomplete 90 days after receipt of the application shall be closed by the Membership Assistance Department and applicants must submit a new application to begin the process again.

4-3 *Program Scope.* The Food Assistance Program is designed to provide limited assistance in purchasing food as identified in the categories in this section. This program is not intended to be a complete resource for food purchases.

a. Special diet needs related to medical restrictions.

b. Homeless persons needing assistance in obtaining nutritional sustenance.

c. Budgeting issues where a member or household has unexpected costs or unexpected loss of income which affect the overall budget of the family.

4-4. *Restrictions on Program Application.* No expenses related to this program shall be utilized to purchase alcohol or tobacco products, or for the purchase of illegal substances. Any applicant receiving assistance which is subsequently identified as an expense derived from a prohibited expense, or criminal activity shall result in the applicant being prohibited from accessing this program. Access to this assistance is limited to once a year per household. Failure to submit a receipt for proof of purchase, use of funds to purchase non food products or failure to submit voucher will result in the applicant being restricted from utilizing the program for the remainder of the calendar year.

Before additional assistance is provided the Members Assistance Department shall verify items on receipt meet the requirements of this program.

4-5 *Enrollment Verification.* The Membership Assistance Department shall obtain, from the Enrollment Department, verification of membership of each applicant.

4-6. *Proof of Income.* All applications must identify, and verify, all forms of income for every person living in the house.

a. Income includes all forms of income, including but not limited to-

1. Employment, including gross income from self employed persons;
 2. Unemployment benefits;
 3. Workers compensation benefits;
 4. Disability income or benefits;
 5. Retirement, pension, or annuity payments;
 6. Social Security payments;
 7. Child support and alimony payments; and
 8. Dividends, and other investment income.
- b. Income shall be verified as required by the Members Assistance Department. Income can be verified by submission of the following by way of example and not limitation.
1. Paycheck stubs for the month prior to the application;
 2. Income tax return, including W-2's and other tax reporting forms;
 3. Benefit payment receipts, including notices that identify the amount and duration of benefit; and
 4. Other sources of documents that have been independently generated or verified.
- c. A household includes members and non-members.
- d. Except for children under the age of 18, each person shall sign a notarized statement attesting to the fact that the person has no income resource.

4-7. *Payment to vendor or Receipt.* The applicant will receive funding in \$50.00 increments to purchase food from the vendor of their choice. An applicant receiving this assistance must submit a receipt for the food items purchased along with a food voucher. Failure to submit a receipt, food voucher or use funds to purchase non- food products will result in the applicant restricted from utilizing the program for the remainder of the calendar year.

4-8. *Amount of Assistance.* The maximum amount of assistance is limited to \$200.00 per year.

4-9. *Processing Time Lines.* Final processing will not occur until all required documentation and a completed application have been received by the Members Assistance Department. It is the responsibility of the applicant to provide all required information with application. Applicants submitting applications incomplete or missing required information shall be sent a request for further information. Applications will not be processed until complete information is received.

4-10. *Eligibility Notification.* Applicants that have satisfactorily completed the application and provided the required supporting documentation will be notified by the Membership Assistance Department of receipt of application and required documentation. The application will be reviewed for eligibility and determination will be made within 10 business days.

4-11. *Ineligibility Notification.* If an applicant is ineligible for assistance, they will be notified by the Members Assistance Department within 10 days. The ineligibility notifications shall include clearly stated reasons why the applicant is ineligible, and applicant's rights to appeal an ineligible determination as set forth in section 5.02 of the Membership Assistance Program Ordinance.

4-12. *Maintenance of File; Use of Information.* Members Assistance Program shall maintain a confidential filing system as specified in the federal Privacy Act.

- a. *Statistical.* Information may be compiled and reported only to the Little RiverBand Of Ottawa Indians tribal Ogema and Tribal Council which does not identify specific applicant names.
- b. *Program Building.* Upon request from the tribal Ogema and Tribal Council information may be compiled and shared to the extent necessary to project a need to expand or create a program. Such information shall be in a format that does not identify specific applicants.
- c. *Contact with Applicant.* The Membership Assistance Program works in conjunction with other Tribal programs to identify the greatest possible amount of assistance to applicants. Program staff shall notify the applicant of this cross-functional team work process. The applicant shall have the ability to reject any or all services identified, and such rejection shall not result in penalizing the

applicant for any program accepted, unless such restriction is specifically included within the eligibility requirements for that program.

4-13. *Applicant File* The Membership Assistance Department shall retain applicant file for up to 5 years. Applicant file shall contain at a minimum: applicant application, supporting documentation for eligibility criteria.

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Section 5. Adoption; Amendment; Repeal

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5-2. *Amendment*. This regulation may be amended by the Membership Assistance Department in accordance with the Constitution and any rules set forth governing amendment of regulation of the Little River Band of Ottawa Indians. Provided that, any amendments must approved or adopted in the same manner as set forth in section 5-1.

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