

RECEIVED
TRIBAL COUNCIL
2019 DEC 20 AM 8:05

Little River Band of Ottawa Indians



*Housing Commission Meeting
Aki maadiziwin Conference Room
2953 Shaw Be Quo-Ung
Manistee, Michigan 49660*

December 19, 2019
Agenda

1. Prayer
2. Call to order/Roll Call:
3. Approval of Agenda:
4. Approval of Minutes:
A December December 5, 2019
5. Housing Department Update: Monthly Report
6. Unified Legal Update:
7. General Business:
 - A.
 - B.
8. Hearing/Close Session:
9. Public Comment:
10. Next Meeting Date: January 2, 2020
11. Adjournment:



Little River Band of Ottawa Indians
Compensation Payment Request
Housing Commission Meeting

Meeting Held on: December 19, 2019

1. Judy Hardenburgh	<u>Judy Hardenburgh</u>	Attended	Yes ☒ No ☐
2. Julia Chapman	<u>Julia Chapman</u>	Attended	Yes ☒ No ☐
3. Marcella Leusby	<u>Marcella Leusby</u>	Attended	Yes ☒ No ☐
4. Teresa Callis	<u>Teresa Callis</u>	Attended	Yes ☒ No ☐ Stipend
5. Margaret Kowalkowski	<u>Margaret Kowalkowski</u>	Attended	Yes ☒ No ☐

Liaisons:

Sandy Lewis	_____	Attended	Yes ☐ No ☒
Ron Wittenberg	_____	Attended	Yes ☐ No ☒
Tom Guenthardt	_____	Attended	Yes ☐ No ☒
Shannon Crampton	_____	Attended	Yes ☐ No ☒

Meeting start time: 10:10 am

Meeting end time: 11:45 am

The Compensation is for Housing Commission is \$125.00 for attendance.

Certification

By the officer's signatures below, this commission certifies that the meeting identified above took place and the members listed were present and that the stipend be paid to the members present.

Judy Hardenburgh
Chairperson Signature

12-19-19
Date

Marcella Leusby
Commissioner Signature

12-19-19
Date

Little River Band of Ottawa Indians



Housing Commission Meeting Aki Maadiziwin Conference Room MEETING MINUTES

December 5, 2019

1-2. Opening Prayer, Roll Call and Stipend

Commissioner Judy Hardenburgh called meeting to order at 10:05 AM.

Roll Call:

Judy Hardenburgh- Here	Marcella Leusby- Here	Margaret Kowalkowski- Here
Julia Chapman- Here	Teresa Callis- Here	

Quorum: 5-0-0-0-0

Others Present: Darlene Martin, Tara Bailey, Michelle Pepera, Elise McGowen-Cuellar

3. Approval of Agenda- Motion to approve the Agenda for December 5,

Commissioner Margaret Kowalkowski made a motion to approve the agenda, Commissioner Julia Chapman Callis seconded the motion. Motion carries.

Judy Hardenburgh- yes	Marcella Leusby-yes	Margaret Kowalkowski- yes
Teresa Callis- yes	Julia Chapman- yes	

Quorum: 5-0-0-0-0

4. Approval on Minutes- November 21, 2019

Motion to approve minutes: Commissioner Teresa Callis made motion to approve minutes,

Commissioner Margaret Kowalkowski seconded. Motion carries.

Judy Hardenburgh- yes	Marcella Leusby- yes	Margaret Kowalkowski- yes
Teresa Callis- yes	Julia Chapman- yes	

Quorum: 5-0-0-0-0

5. Housing Department update: None

6. Unified Legal: Chapter 6 finished, goes to council.

7. General Business: We finished up with Chapter 6. Tara gave us the updated lease to go over, we will be going over that at our next meeting. Darlene Martin had a question to ask the commission and housing. She said she was told that the elders couldn't decorate the tree at the Elder's Complex. Michelle said she don't know who told them that but they were more than welcome to decorate it. Ron Wittenburgh stopped by to let us know the Construction Taskforce ok'd for the Elders Complex to get new washers and dryers.

Voted on new officers for 2020: Teresa Callis made motion for Judy Hardenburgh-Chairperson and Marcella Leusby as Secretary. All voted yes, motion passed.

Rescheduled closed session for January 2, 2020 at 11:00 am.

No public comment. Julia made motion to adjourn.

8. **Public Comment:** None

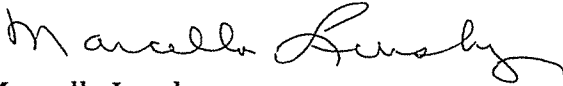
9. **Closed Session:** None

Meeting Adjourned: 12:00 noon

10. **Next Meeting:** December 19, 2019

11. **Adjournment:** 12:15 pm

Housing Commission Secretary

A handwritten signature in cursive script, reading "Marcella Leusby".

Marcella Leusby

RECEIVED
TRIBAL COUNCIL

2020 JAN -8 AM 9:18

Little River Band of Ottawa Indians



*Housing Commission Meeting
Aki maadiziwin Conference Room
2953 Shaw Be Quo-Ung
Manistee, Michigan 49660*

January 2, 2020
Agenda

1. Prayer
2. Call to order/Roll Call:
3. Approval of Agenda:
4. Approval of Minutes:
A December 19, 2019
5. Housing Department Update:
6. Unified Legal Update:
7. General Business:
 - A.
 - B.
8. Hearing/Close Session: 11:00 am
9. Public Comment:
10. Next Meeting Date: January 16, 2020
11. Adjournment:

Little River Band of Ottawa Indians



Housing Commission Meeting Aki Maadiziwin Conference Room MEETING MINUTES

December 19, 2019

1-2. Opening Prayer, Roll Call and Stipend

Commissioner Judy Hardenburgh called meeting to order at 10:05 AM.

Roll Call:

Judy Hardenburgh- Here	Marcella Leusby- Here	Margaret Kowalkowski- Here
Julia Chapman- Here	Teresa Callis- Here	

Quorum: 5-0-0-0-0

Others Present: Tara Bailey, Michelle Pepera

3. Approval of Agenda- Motion to approve the Agenda for December 19,

Commissioner Judy Hardenburgh made a motion to approve the agenda, Commissioner Julia Chapman seconded the motion. Motion carries.

Judy Hardenburgh- yes	Marcella Leusby-yes	Margaret Kowalkowski- yes
Teresa Callis- yes	Julia Chapman- yes	

Quorum: 5-0-0-0-0

4. Approval on Minutes- December 5, 2019

Motion to approve minutes: Commissioner Teresa Callis made motion to approve minutes, Commissioner Judy Hardenburgh seconded. Motion carries.

Judy Hardenburgh- yes	Marcella Leusby- yes	Margaret Kowalkowski- yes
Teresa Callis- yes	Julia Chapman- yes	

Quorum: 5-0-0-0-0

5. Housing Department update: Tara gave us the new Rental Unit Application to go over.

6. Unified Legal: None

7. General Business: Tara went over the Rental Application with us. We need to go over the Housing Commission By-Laws at the next meeting and update them. After the New Year I have to get with Bill Willis about the budget and Shanavia Canales about Domestic Abuse training. Commission talked with Tara about some changes at Aki.

I handed out the new 2020 Housing Commission Calendar. Went over it to make sure everything is alright After we had a little Christmas party and exchanged presents.

8. **Public Comment:** None

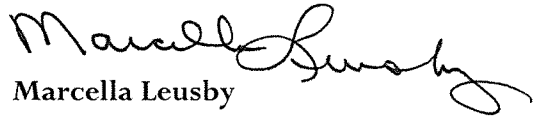
9. **Closed Session:** Cancelled/set for January 2, 2020

Meeting Adjourned: 11:45 am

10. **Next Meeting:** January 2, 2020

11. **Adjournment:** 11:45 pm

Housing Commission Secretary


Marcella Leusby



Little River Band of Ottawa Indians
Compensation Payment Request
Housing Commission Meeting

Meeting Held on: January 2, 2020

-
- | | | | |
|-------------------------|-----------------------------|----------|--|
| 1. Judy Hardenburgh | <u>Judy Hardenburgh</u> | Attended | Yes ☒ No ☐ |
| 2. Julia Chapman | <u>Julia Chapman</u> | Attended | Yes ☐ No ☐ |
| 3. Marcella Leusby | <u>Marcella Leusby</u> | Attended | Yes ☒ No ☐ <u>Get Stipend</u> |
| 4. Teresa Callis | <u>Teresa Callis</u> | Attended | Yes ☒ No ☐ <u>Stipend</u> |
| 5. Margaret Kowalkowski | <u>Margaret Kowalkowski</u> | Attended | Yes ☒ No ☐ |
-

Liaisons:

- | | | | |
|------------------|-------|----------|---|
| Sandy Lewis | _____ | Attended | Yes ☐ No ☒ |
| Ron Wittenberg | _____ | Attended | Yes ☐ No ☒ |
| Tom Guenthardt | _____ | Attended | Yes ☐ No ☒ |
| Shannon Crampton | _____ | Attended | Yes ☐ No ☒ |

Meeting start time: 10:00 am

Meeting end time: _____

The Compensation is for Housing Commission is \$125.00 for attendance.

Certification

By the officer's signatures below, this commission certifies that the meeting identified above took place and the members listed were present and that the stipend be paid to the members present.

Judy Hardenburgh
Chairperson Signature

1-2-20
Date

Marcella Leusby
Commissioner Signature

1-2-20
Date



Little River Band of Ottawa Indians Housing Commission

Regular Housing Commission Meetings have been established for
the first and third Thursday of the month at 10:00 a.m.

unless otherwise indicated

Meeting dates are listed below

All meetings shall be held at the Aki maadiziwin Conference Room

Housing Commission Meeting Dates for 2020

Regular Meetings

January 2, 2020
January 16, 2020
February 6, 2020
February 20, 2020
March 5, 2020
March 19, 2020
April 2, 2020
April 16, 2020
May 7, 2020
May 21, 2020
June 4, 2020
June 18, 2020

July 2, 2020
July 16, 2020
August 6, 2020
August 20, 2020
September 3, 2020
September 17, 2020
October 1, 2020
October 15, 2020
November 5, 2020
November 19, 2020
December 3, 2020
December 17, 2020

Housing Commission Annual Informational Meeting for all
Little River Band of Ottawa Indians Membership regarding

Housing, will be held on
April 2, 2020, at 2:00 p.m.

Housing Commission Numbers
2020

Judy Hardenburgh

12375 9 Mile Road

Kaleva, Michigan 49645

HOME: 231-362-2626 CELL: 231-970-0787

E-Mail: hardenburghj@yahoo.com

Julia Chapman

2596 West Ma-Tay-Wis Road

Manistee, Michigan 49660

Telephone: 231-655-3963

Marcella Leusby

7435 North Skookum Road

Luther, Michigan 49656

CELL: 231-388-5081

Margaret Kowalkowski

2724 Mag Gaw Ne Quong Rd.

Manistee, Michigan 49660

E-Mail: mkowalkowski1949@Gmail.com

Telephone: 231-887-4640

Teresa Callis

4881 N. Ford Lake Road

Fountain, Michigan 49410

Home: 231-757-4244 Cell: 231-233-5980

E-Mail: teresacallis@lrboi-nsn.gov

Housing Department:

Housing Director:

Tara Bailey

Telephone: 231-398-6879

E-Mail: Tarabailey@lrboi-nsn.gov

Secretary:

Michelle Pepera Telephone: 231-398-6875

E-Mail: michellepepera@lrboi-nsn.gov

Home Buyer/Ed:

Chad Gehrke Telephone: 231-398-6878

E-Mail: cgehrke@lrboi-nsn.gov

Liaisons:

Tom Guenthardt, Sandy Lewis
Ron Wittenberg, Shannon Crampton

Housing Commission Numbers
2020

Judy Hardenburgh

12375 9 Mile Road

Kaleva, Michigan 49645

HOME: 231-362-2626 CELL: 231-970-0787

E-Mail: hardenburghj@yahoo.com

Julia Chapman

2596 West Ma-Tay-Wis Road

Manistee, Michigan 49660

Telephone: 231-655-3963

Marcella Leusby

7435 North Skookum Road

Luther, Michigan 49656

CELL: 231-388-5081

Margaret Kowalkowski

2724 Mag Gaw Ne Quong Rd.

Manistee, Michigan 49660

E-Mail: mkowalkowski1949@Gmail.com

Telephone: 231-887-4640

Teresa Callis

4881 N. Ford Lake Road

Fountain, Michigan 49410

Home: 231-757-4244 Cell: 231-233-5980

E-Mail: teresacallis@lrboi-nsn.gov

Housing Department:

Housing Director:

Tara Bailey

Telephone: 231-398-6879

E-Mail: Tarabailey@lrboi-nsn.gov

Secretary:

Michelle Pepera Telephone: 231-398-6875

E-Mail: michellepepera@lrboi-nsn.gov

Home Buyer/Ed:

Chad Gehrke Telephone: 231-398-6878

E-Mail: cgehrke@lrboi-nsn.gov

Liaisons:

Tom Guenthardt, Sandy Lewis

Ron Wittenberg, Shannon Crampton



**Little River Band of Ottawa Indians
Housing Commission
2608 Government Center Dr.
Manistee, MI 49660
(231) 723-8288**

Resolution # 19-1219-09

**Resolution to adopt Residential Lease for Little River Band of Ottawa Indians Housing
Department Rental Units**

WHEREAS, the status of the *Gaá Čhíng Ziibi Daáwaa Aníshinaábek* (Little River Band of Ottawa Indians) as a sovereign and Treaty-making power is confirmed in numerous treaties, from agreements with the initial colonial powers on this land, to various treaties with the United States; and

WHEREAS, the Little River Band of Ottawa Indians (Tribe) is descended from, and is the political successor to, the Grand River Ottawa Bands, signatories of the 1836 Treaty of Washington (7 Stat. 491) with the United States, as reaffirmed by federal law in P.L. 103-324, enacted in 1994; and

WHEREAS, the Tribe adopted a new Constitution, pursuant to a vote of the membership on May 27, 1998, which Constitution became effective upon its approval by the Assistant Secretary-Indian Affairs on July 10, 1998; and

WHEREAS, the Tribe adopted amendments to the Constitution on April 26, 2004, which became effective upon approval by the Assistant Secretary-Indian Affairs on May 13, 2004; and

WHEREAS, the Tribe adopted amendments to the Constitution on July 11, 2016 which became effective upon approval by the Assistant Secretary-Indian Affairs on August 24, 2016; and

WHEREAS, the legislative powers of the Little River Band are vested in the Tribal Council at Article IV, Section 7 of the Constitution; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(a) of the Constitution to enact ordinances and adopt resolutions to provide for the public health, peace, morals, education and general welfare of the Little River Band and its members and to govern the conduct of members of the Little River Band and other persons within its jurisdiction; and

WHEREAS, the Tribal Council is authorized under Article IV, Section 7(f) to create by ordinance regulatory commissions or subordinate organizations and to delegate to such organizations the power to manage the affairs of the Little River Band; and

WHEREAS, the Tribal Council did by Ordinance #04-700-01 create the Housing Commission to oversee and regulate the Tribe's housing with the delegated power in Section 6.01(a) of that ordinance to develop and adopt regulations governing Tribal housing on Tribal trust or fee lands.

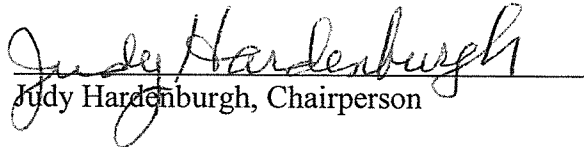
WHEREAS, the Housing Commission is responsible to review Housing regulations and lease documents to ensure compliance and to update as necessary to meet the needs of the Tribe and its members.

NOW THEREFORE IT IS RESOLVED that the Housing Commission approves the proposed lease; and

IT IS FINALLY RESOLVED that the Housing Commission shall forward this resolution to the Housing Department for implementation.

CERTIFICATE OF ADOPTION

I do hereby certify that the foregoing resolution was duly presented and adopted by the Housing Commission with 5 FOR, 0 AGAINST, 0 ABSTAINING ____ and 0 ABSENT at a Housing Commission meeting of the Little River Band of Ottawa Indians Housing Commission held on December 19, 2019, at the Aki Maadiziwin Community Center in Manistee, Michigan, with a quorum being present for such vote.


Judy Hardenburgh, Chairperson

Distribution: Tribal Council
Housing Department
Unified Legal Department

Little River Band of Ottawa Indians
Budget Narrative - YR2020

5202	Tribal Activities NRC Feast - \$1,000 Elk and Bear Permits - \$500 Housing Commission Meeting - \$500	2,000
5204	Client Services	0
5205	Professional Services	0
5206	Stipends Binjoleuk - 3 members x \$150 per meeting x 2 meetings per month = \$10,800 Enrollment Commission - 5 members x \$125 meeting x 1 meeting = \$7,500 Health Commission - 3 members x \$100 x 16 meetings per year = \$8,000 Ethics Board - 5 members x \$125 x 7 Meetings = \$7,500 Housing Commission - 5 members x \$125/mg x 2 meetings per	60,800
5209	Insurance (Member Assistance only)	0
5299	Vehicles	0
5300	Rental & Leasing	0
5301	Property Repair/Maintenance	0

Little River Band of Ottawa Indians
Budget Narrative - YR2020

5302	Dues & Subscriptions		0
5303	License Fees & Permits		0
5305	Advertising		0
5306	Printing Costs		0
5307	Postage & Freight		0
5600	Equipment Repair/Maintenance		0
5601	Small Equipment & Furniture		0
5602	Supplies		300
5604	Books & Reference Materials		0
5702	Service Fees (Accounting only)		0

Little River Band of Ottawa Indians
Budget Narrative - YR2020

5802	Training/Travel	18,750
	Bingoekuk - \$3,750 Enrollment - \$3,750 NRC - \$3,750 Health - \$3,750 Housing - \$3,750	
5803	Uniforms	0
5804	Meals & Entertainment	0
6000	Utilities	0
6003	Phones/Beepers	0
6100	Capital Outlay	0
	Total:	\$81,850

Conflict of Interest Disclosure

I Julia Chapman being a commissioner appointed to the Housing Commission (Commission) declare this to be a full and complete disclosure of any and all conflicts of interest with the Little River Band of Ottawa Indians (Tribe) and the Commission.

I affirm to the best of my knowledge and belief that:

- a. I am not presently involved in nor a party to any legal actions against the Tribe or the Commission.
- b. That based upon any prior contracts with the Tribe or Commission, if any, I do not contemplate initiating any legal actions against the Tribe or the Commission;
- c. That I am not presently involved in any activity or have any outside interests that conflict or suggests a potential conflict with the best interests of the Tribe or the Commission
- d. I am not involved in nor own any business investments which are related to or connected with the Tribe, its programs, departments, or enterprises which the Commission will be contracting with;
- e. I do not sit on any boards, commissions, or committees of the Tribe, except as herein disclosed and listed below;

(IF NONE, please check ☒)
(Attach additional pages if necessary)

- f. I do not have any conflict with any right of the Tribe or the Commission to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Tribe;
- g. I am not applying for, nor receiving, any special services, grants, loans, or other programs provided by the Tribe or Commission, and have no other contracts currently open with the Tribe or Commission, except as herein disclosed and listed below;

IF NONE, please check ☒
(Attach additional pages if necessary)

- g. I do not manage, buy, sell or otherwise have an interest in acquiring, managing, buying, or selling real property, except as herein disclosed and listed below;

IF NONE, please check ☒
(Attach additional pages if necessary)

Julia Chapman
signature

Conflict of Interest Disclosure

I Judy Hardenburgh being a commissioner appointed to the Housing Commission (Commission) declare this to be a full and complete disclosure of any and all conflicts of interest with the Little River Band of Ottawa Indians (Tribe) and the Commission.

I affirm to the best of my knowledge and belief that:

- a. I am not presently involved in nor a party to any legal actions against the Tribe or the Commission.
- b. That based upon any prior contracts with the Tribe or Commission, if any, I do not contemplate initiating any legal actions against the Tribe or the Commission;
- c. That I am not presently involved in any activity or have any outside interests that conflict or suggests a potential conflict with the best interests of the Tribe or the Commission
- d. I am not involved in nor own any business investments which are related to or connected with the Tribe, its programs, departments, or enterprises which the Commission will be contracting with;
- e. I do not sit on any boards, commissions, or committees of the Tribe, except as herein disclosed and listed below;

(IF NONE, please check ☒)
(Attach additional pages if necessary)

- f. I do not have any conflict with any right of the Tribe or the Commission to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Tribe;
- g. I am not applying for, nor receiving, any special services, grants, loans, or other programs provided by the Tribe or Commission, and have no other contracts currently open with the Tribe or Commission, except as herein disclosed and listed below;

IF NONE, please check ☒
(Attach additional pages if necessary)

- g. I do not manage, buy, sell or otherwise have an interest in acquiring, managing, buying, or selling real property, except as herein disclosed and listed below;

IF NONE, please check ☒
(Attach additional pages if necessary)

Judy Hardenburgh
signature

Conflict of Interest Disclosure

I Margaret Kowalkowski, being a commissioner appointed to the Housing Commission (Commission) declare this to be a full and complete disclosure of any and all conflicts of interest with the Little River Band of Ottawa Indians (Tribe) and the Commission.

I affirm to the best of my knowledge and belief that:

- a. I am not presently involved in nor a party to any legal actions against the Tribe or the Commission.
- b. That based upon any prior contracts with the Tribe or Commission, if any, I do not contemplate initiating any legal actions against the Tribe or the Commission;
- c. That I am not presently involved in any activity or have any outside interests that conflict or suggests a potential conflict with the best interests of the Tribe or the Commission
- d. I am not involved in nor own any business investments which are related to or connected with the Tribe, its programs, departments, or enterprises which the Commission will be contracting with;
- e. I do not sit on any boards, commissions, or committees of the Tribe, except as herein disclosed and listed below;

(IF NONE, please check ☒)
(Attach additional pages if necessary)

- f. I do not have any conflict with any right of the Tribe or the Commission to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Tribe;
- g. I am not applying for, nor receiving, any special services, grants, loans, or other programs provided by the Tribe or Commission, and have no other contracts currently open with the Tribe or Commission, except as herein disclosed and listed below;

IF NONE, please check ☒
(Attach additional pages if necessary)

- g. I do not manage, buy, sell or otherwise have an interest in acquiring, managing, buying, or selling real property, except as herein disclosed and listed below;

IF NONE, please check ☒
(Attach additional pages if necessary)

Margaret Kowalkowski
signature

Conflict of Interest Disclosure

I Teresa A. Gills, being a commissioner appointed to the Housing Commission Commission (Commission) declare this to be a full and complete disclosure of any and all conflicts of interest with the Little River Band of Ottawa Indians (Tribe) and the Commission.

I affirm to the best of my knowledge and belief that:

- a. I am not presently involved in nor a party to any legal actions against the Tribe or the Commission.
- b. That based upon any prior contracts with the Tribe or Commission, if any, I do not contemplate initiating any legal actions against the Tribe or the Commission;
- c. That I am not presently involved in any activity or have any outside interests that conflict or suggests a potential conflict with the best interests of the Tribe or the Commission
- d. I am not involved in nor own any business investments which are related to or connected with the Tribe, its programs, departments, or enterprises which the Commission will be contracting with;
- e. I do not sit on any boards, commissions, or committees of the Tribe, except as herein disclosed and listed below;

(IF NONE, please check ☒)
(Attach additional pages if necessary)

- f. I do not have any conflict with any right of the Tribe or the Commission to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Tribe;
- g. I am not applying for, nor receiving, any special services, grants, loans, or other programs provided by the Tribe or Commission, and have no other contracts currently open with the Tribe or Commission, except as herein disclosed and listed below;

IF NONE, please check ☒
(Attach additional pages if necessary)

- g. I do not manage, buy, sell or otherwise have an interest in acquiring, managing, buying, or selling real property, except as herein disclosed and listed below;

IF NONE, please check ☒
(Attach additional pages if necessary)

Teresa A. Gills
signature

Conflict of Interest Disclosure

I Marcella Lensby, being a commissioner appointed to the Housing Commission (Commission) declare this to be a full and complete disclosure of any and all conflicts of interest with the Little River Band of Ottawa Indians (Tribe) and the Commission.

I affirm to the best of my knowledge and belief that:

- a. I am not presently involved in nor a party to any legal actions against the Tribe or the Commission.
- b. That based upon any prior contracts with the Tribe or Commission, if any, I do not contemplate initiating any legal actions against the Tribe or the Commission;
- c. That I am not presently involved in any activity or have any outside interests that conflict or suggests a potential conflict with the best interests of the Tribe or the Commission
- d. I am not involved in nor own any business investments which are related to or connected with the Tribe, its programs, departments, or enterprises which the Commission will be contracting with;
- e. I do not sit on any boards, commissions, or committees of the Tribe, except as herein disclosed and listed below;

(IF NONE, please check ☒)

(Attach additional pages if necessary)

f. I do not have any conflict with any right of the Tribe or the Commission to property, information, or any other right to own and operate its enterprise, program, or trade free from undisclosed competitions or other violations of such rights of the Tribe;

g. I am not applying for, nor receiving, any special services, grants, loans, or other programs provided by the Tribe or Commission, and have no other contracts currently open with the Tribe or Commission, except as herein disclosed and listed below;

IF NONE, please check ☒)

(Attach additional pages if necessary)

g. I do not manage, buy, sell or otherwise have an interest in acquiring, managing, buying, or selling real property, except as herein disclosed and listed below;

IF NONE, please check ☒)

(Attach additional pages if necessary)

Marcella Lensby
signature



Little River Band of Ottawa Indians

2608 Government Center Drive
Manistee, MI 49660

RESIDENTIAL LEASE FOR LITTLE RIVER BAND OF OTTAWA INDIANS HOUSING DEPARTMENT RENTAL UNITS

This lease is made and entered into on _____, by and between _____, (Lessee) and the Little River Band of Ottawa Indians (the "Tribe"), represented by the Housing Department Director (the "Director") as per Regulation #R 700-01: HC-3, Chapter 3, Section 4 (the "Regulation"), as amended.

RECITALS

The parties agree to the following:

- Premises.** The Tribe hereby leases to Lessee the premises located at _____ in Manistee, MI 49660 and all of the appliances and furnishings in the residence and on the premises as listed on the inventory attached to this lease and incorporated hereto, for the term of this lease, and upon the conditions set forth herein.
- Lessees.** Lessee hereby identifies all persons, date of birth, and relationship to Lessee, who are part of the Lessees household and who shall occupy the premises upon signing of this lease. All information is required to be submitted. Persons not listed in this paragraph shall require approval of the Housing Department prior to becoming permanent occupant of the premises as set forth in paragraph 8 and Chapter 3, Section 4, 4-5 (k) of the Regulation. Such authorization shall not be unreasonably withheld, but may not violate applicable occupancy restrictions.

Name	Relationship	Date of Birth
	Head of Household	

May add additional pages if necessary.

3. **Term.** The term of this lease shall begin on _____ and continue through _____, unless sooner terminated under any applicable provisions of this lease or the Regulation.

- a. *Renewal.* No earlier than thirty (30) calendar days prior to expiration of this lease, the parties may renegotiate the lease for an additional term. The department will consider new criminal activity of household members, lessee's payment history, and the unit inspection report.
- b. *No automatic renewal.* If the lease is not expressly renewed as stated above, it terminates at the end of the term. There is no provision for month-to-month rental of the premises.

4. **Rent.** Lessee agrees to pay the sum of \$_____.00 per month, due and owing no later than the 1st of each calendar month without billing/prior notice. All rental payments may be made by check or money order payable to the Little River Band of Ottawa Indians.

a. *Delinquent Charge.* If Lessee fails to pay any installment of rent on or before the 15th day of each month the lessee shall pay the Tribe a delinquent rental payment fee. During the term of the lease, the first time a Lessee is delinquent, the delinquent fee is \$25.00. During the term of the lease, the second time a Lessee is delinquent, the delinquent fee is \$50.00. During the term of the lease, the third time a Lessee is delinquent, the delinquent fee is \$75.00. Every occasion after the third time, if during the same lease, a Lessee is delinquent, the delinquent fee will be \$75.00. Paying a delinquent fee does not relieve a Lessee's obligation to pay rent for that month.

b. *Notice of Delinquency.* If a monthly rental installment is not tendered when due, and no extension has been requested by the tenant nor granted by the Housing Department, the Housing Department shall issue a Notice of Delinquency as per the Regulation.

c. *NSF; Return Check Fees.* The Lessee shall be responsible for reimbursing the Tribe for NSF, return check fees, or other costs of recovery of dishonored checks, and such fees shall be converted to rent payments due from Lessee as a part of the next rental payment.

5. **Security Deposit.** Upon the execution of this lease, Lessee shall pay to the Tribe a security deposit of \$_____.00 (equivalent of one-month's rent) to be held as security for repair of any damage to the premises, residence, appliances or the furnishings and tribal property contained within the leased housing unit.

- a. Security deposit shall be held and applied as provided by Chapter 4, Section 7 of the Housing Regulations.

b. Security deposit, or the balance, shall be returned, less any setoff, in writing, for damages to the premises, residence, furnishings, appliances, equipment, abandoned personal property, unpaid utilities and other items of responsibility of the lessee set forth in this lease, the payment of all rents due, and performance of all other obligations under this lease as provided by Chapter 4, Section 7-2 of the Housing Regulations.

c. Lessee shall notify the Housing Department, within four (4) calendar days of surrender of premises, of Lessee's forwarding address so that the Housing Department may forward mail, inspection reports, or security deposit.

6. **Taxes and Assessments.** The Tribe is responsible for the payment of all taxes and assessments levied upon the premises during the term of the lease.

7. **Insurance.** The Tribe shall insure the premises against loss by fire and other hazards. Lessee shall be responsible for obtaining appropriate insurance levels for personal belongings and items not included in paragraph 1 of this lease. Lessee shall acknowledge by initials that this clause was explained to them. _____

8. **Utilities and Services.** In all Tribally Owned Rental Homes, the Lessee shall arrange for, and pay, as they come due, all utilities and services furnished to the premises during the term of this lease. Water/Sewage and Trash collection costs for the Elder designated homes located at the Aki maadiziwin subdivision are responsibility of the Tribe.

a. The Housing Department does not warrant the quality of the utilities or services provided by others.

b. The Housing Department shall not shut off, or cause to be discontinued, any utility except for such temporary interruption as may be necessary during the term of repairs or alterations, or unless the premises are abandoned or the continuation of utilities or services would pose a threat to the health, safety or welfare of the Tribe or others in the vicinity of the premises.

c. Lessee shall give the Housing Department immediate notice of any interruption in utility service. Failure to give such immediate notice shall result in the Lessee being held liable for the cost of all damage related to such utility interruption.

d. Lessee shall include the "Little River Band of Ottawa Indians" on all utility service agreements.

9. **Use.** Lessee shall use the premises and residence thereon solely for their immediate family as identified in paragraph 2 of this Lease.

a. *Extended visitation.* Lessee shall notify Housing Department if a visitor's stay is to be in excess of three (3) consecutive days. If a person's stay extends longer than three (3) weeks, the person shall be included as an occupant of the rental unit if allowable. If for whatever reason, a visitor cannot be added to the lease, the visitor must vacate the premises immediately.

b. *Public Authority limitations on use of premises.* Lessee agrees to comply with all present and future laws, ordinances, and regulations of any competent Tribal or state public authority relating to the use of the premises.

c. *Hazardous acts.* Lessee shall not permit any hazardous act or use of the premises that might increase the cost of fire insurance or cause the cancellation of such insurance.

d. *Use of Premises for Business Purposes.* Nothing in this Lease shall be identified as permission to utilize any part or portion of the premises for business related purposes. The use of the home for operation of a business may be approved by the Housing Department as per the rules stated in Chapter 3, Section 4-5 (c) of the Housing Regulations.

10. **Condition of Premises.** Lessee stipulates that Lessee has examined and inspected the premises, furnishings, and personal property therein, and that they are, at the time of this lease, in good order, repair, and in a safe, clean, and habitable condition.

a. Lessee and the Housing Department shall complete an inspection walk through before the Lessee takes possession of the Home. The Lessee shall then complete a residence inspection form, provided by the Housing Department, within seven (7) calendar days of moving in.

b. A designated representative of the Housing Department shall sign and date the resident's inspection form and provide a copy to the Lessee.

c. Notwithstanding maintenance rules stated in Chapter 7 of the Housing Regulation, Lessee shall keep the premises and furnishes and personal property in clean and sanitary condition, and in as good order and repair as they were at the commencement of this lease, ordinary wear and tear excepted.

1. Lessee shall use all fixtures, appliances, and facilities in a reasonable manner and for its intended purpose.

2. Lessee shall pay for all damages to the premises and repairs required due to the misuse or negligence of Lessee or Lessee's guests.

3. Lessee agrees to give notice in writing to Housing Department of any required repairs or unsafe conditions and Housing Department shall be

afforded a reasonable period of time to repair the same.

4. Each tenant is responsible for maintenance of the landscaped grounds of the unit, lawn mowing, snow removal of sidewalks, entry ways, drive ways, and, in general, maintaining a peaceful neighborhood, unless such services are otherwise provided by the Housing Department. Parking in the roadway or road right of way is not permitted during periods of snow removal. Vehicles will be towed away at the owner's expense. Lawns shall not exceed six (6) inches in height. Excess lawn heights will be cited as a violation of the Housing Lease. Violators will be provided a Notice to Correct within three (3) calendar days. If necessary, the Housing Department will cut the lawn and the labor and equipment costs will be charged to the tenant at \$75.00 for cutting and cleaning up the lawn.
 5. The Housing Department shall be responsible for maintenance of the landscaped grounds, lawn maintenance, and driveway snow removal for Elder designated and qualified ADA designated housing units.
- d. Lessee shall not paint or deface the premises, or make any alterations, additions, or improvements, without the advance written consent of Housing Department.
1. Unless otherwise agreed in writing, all alterations, additions, and improvements shall become the property of Housing Department, and shall remain on the premises at the expiration or termination of this Lease.
 2. The Housing Department, at its option, may require Lessee to remove any such alterations, additions, or improvements, and restore the premises to its former condition.
 3. The lessee shall NOT change any locks on the premises without prior written approval of the Housing Department and shall be required to present a copy of the new lock keys to the Housing Department immediately upon making such change.
- e. In the event any damage or destruction of the premises shall be caused by the acts or neglect of the Lessee, Lessee promptly shall repair such damage at Lessee's own expense as stated in Chapter 7, Section 3-2, of the Housing Regulation.
1. Should Lessee fail or refuse to make such repairs within a reasonable time after the occurrence of such damage, Housing Department may, at its option, terminate this lease upon thirty (30) calendar days written notice to Lessee.

2. Lessor thereafter may make such repairs and charge the cost of the repairs to Lessee, and Lessee shall promptly reimburse Housing Department for the total cost of the damages so caused.
3. Where such damage expenses have not been promptly reimbursed, the Housing Department shall apply the amount due against Lessee's security/damage deposit. Any outstanding repair reimbursement due shall be added to the Lessee's outstanding obligations to the Housing Department.

11. **Quiet Enjoyment.** Lessee shall not make any noisy or offensive use of the premises, or allow any nuisance or use that might interfere with the enjoyment of neighbors. Quiet time shall be from 10 p.m. till 8 a.m.

12. **Pets.** Unless otherwise approved in writing by the Housing Department, as per Chapter 6 of the Housing Commission Regulation, Lessee shall keep no animals or pets of any kind in or about the premises.

13. **Smoking.** Lessee shall not permit any smoking within the residence on the premises. The Housing Department recognizes that smudging is a traditional activity that may occur on the premises. Lessee agrees that they may be charged for cleaning the premises upon expiration or termination of these lease should smudging activity occur and result in damage to the premises.

14. **Assignment and Subletting.** Lessee shall not assign this lease or sublet all or any portion of the premises.

15. **Surrender of Possession.** At the termination of this lease, or sooner as may be the case, Lessee shall remove their possessions and peaceably deliver possession of the premises to the Tribe in as good repair and condition as they were at the commencement of this lease, ordinary wear and tear excepted.

a. *Personal property disposition.* Any personal property left in or on the premises after Lessee vacates or abandons the premises shall be deemed abandoned and Housing Department may remove, store, and/or dispose of the same as Housing Department sees fit. The cost of disposal of personal property shall be responsibility of the lessee and may be assessed against the security deposit.

b. *Move-out inspection.* No more than thirty (30) calendar days before expiration of the lease, or upon termination of the lease, Housing Department shall conduct a photographic move-out inspection. Lessee or lessee's representative may be present at the inspection.

1. Housing Department shall prepare an inspection report that shall include an account of any deficiencies noted and a written estimate of the cost of work required.
2. Housing Department shall provide a copy of the inspection report.
3. Lessee shall have fourteen (14) calendar days from the date of receipt of the inspection report to correct the deficiencies.
4. If the deficiencies are not corrected by the deadline, Housing Department shall correct the deficient items and shall charge lessees security deposit for the work.
5. If the amount of the work exceeds the resident's available security deposit, Housing Department shall bill the lessee for the amount outstanding.

16. **Access.** As per the Regulation, the Housing Department may enter the premises to conduct its yearly inspection, or at any reasonable time upon twenty-four (24) hour notice or without notice in case of emergency, to Lessee, to conduct inspections, make necessary or desired repairs or improvements by the Housing Department Maintenance employees or by Housing Department vendors, or to show the premises to prospective Lessees, buyers, or lenders.

17. **Termination.**

a. *Lessee termination.* Lessee may terminate this lease upon thirty (30) calendar day written notice to Housing Department as identified in paragraph 21 regarding notice.

b. *Termination for breach.* A failure to comply with any of the requirements, obligations, or duties outlined in this lease and the Regulation shall be grounds for termination.

1. The Housing Department shall issue a Notice of Breach to the lessee promptly after the discovery of such a breach, notify the lessee of grievance procedures, and state the action required to amend the breach.

2. If the breach is not cured to the Housing Department's satisfaction within ten (10) business days of the Notice of Breach the Housing Department shall issue a Notice of Termination.

c. *Termination in event of sale.* The Tribe, at its option, may terminate this lease upon sixty (60) calendar days written notice to Lessee in the event of a sale of the premises.

d. *Termination in event of unlawful behavior.* The Tribe may terminate this lease by issuing a Notice of Immediate Termination to the Lessee for criminal behavior being conducted on the premises. Also, any conviction, including a "no contest" plea for:

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.
3. Violent behavior involving murder, assault with intent to do great bodily harm, or stalking.
4. Selling/furnishing alcohol to a minor.

Criminal behavior being conducted on the premises shall be grounds for immediate termination as per the Housing Commission Regulations. Such termination shall be without a notice period and shall be effective immediately.

18. **Loss or Damage.** Unless cause by negligence of the Tribe, the Tribe shall not be liable for any loss, damage, or theft of any property of Lessee or others kept or stored in or about the premises. Lessee acknowledges its responsibility to insure its own possessions.

19. **Indemnification.** The Tribe shall not be liable for any loss or damage of any property, or death or injury to any persons, resulting from the use of the premises by Lessee. Further, Lessee will hold the Tribe harmless from all fines, penalties, and costs for violation or noncompliance with any laws, requirements, or regulations; and from all liability arising out of any such violation or noncompliance by Lessee, incurred during the term of this lease.

20. **No Waiver.** The Housing Department's acceptance of rent, security deposit, reimbursement for damage repairs, or execution of a payment plan shall not be deemed a waiver of any breach by Lessee. Lessee shall not deem the Housing Department's acceptance of rent a waiver of any breach.

21. **Notices.** All notices and communications under or regarding this lease shall be in writing and shall be deemed to be properly given when delivered personally or sent by proof of delivery to Lessee at the address of the premises, or to the Housing Department at:

Housing Department Director
Rentals
2608 Government Center Drive

22. **Severability.** If any provision of this lease shall be determined by a Court of competent jurisdiction to be invalid and unenforceable, the remaining provisions shall remain in full force and effect.

23. **Governing Law.** This lease shall be construed under the Housing Commission Ordinance and Regulations, and may be supplemented by the laws of the Tribe or the State of Michigan. Lessee and the Tribe agree that this lease shall be enforced only in Tribal Court and all obligations of the parties created under this lease are enforceable in Tribal Court. No language contained in this lease, in part or in whole, shall be construed to be a waiver of the sovereign immunity of the Little River Band of Ottawa Indians, the Housing Commission, or any part or portion thereof, and no parties to this lease shall have authority to cause such waiver of sovereign immunity. All parties agree that this lease is entered into and enforceable under the jurisdiction of the Little River Band of Ottawa Indians.

24. **Entire Agreement and Amendment.** The lease contains the entire agreement and understanding between Housing Department and Lessee regarding the premises, residence, appliances and furnishings which are the subject of this lease, and neither party shall be bound by any representations or agreements of any kind, except as herein contained. No amendment, modification, or alteration of this lease is binding unless in writing, dated subsequent to the date of this lease, and executed by both parties.

25. **Tribal Law.** The Tribe's Housing regulations, as applicable and amended, are incorporated herein by reference.

26. **Income Based Rent Determinations.** If Lessee is renting a low income rental home, the Lessee's rent may be adjusted based on Lessee's change income during the term of the lease. Any changes must be made in accordance with Housing Department policy and Tribal law.

27. **Tribal Council's Authority to Increase Rent.** At any time, Tribal Council, at its discretion, may approve an increase in rent for any tribal rental units. Any such increase in rent will apply to this lease, regardless of the originally agreed upon rent amount.

Executed this _____, _____.

Housing Director

Lessee

The Lessee has received and understands all policies related to Tribal leasing programs, including those related to federal funding. This may include, but is not limited to, termination of the lease document as a result of background checks, prohibitions on criminal activities (whether on or off the premises), and violations of policies of the Tribe.

Lessee