

**FOND DU LAC HOUSING DIVISION
ELIGIBILITY, ADMISSION AND OCCUPANCY POLICY**

I. INTRODUCTION

A. General Purpose

This policy is designed to serve as:

1. A guide for the Fond du Lac Housing Division (the “FDLHD” or “Housing Division”) to use in determining eligibility, admission of applicants, selection criteria, and occupancy standards.
2. A document which provides for consistent, equitable, and uniform treatment of clients.
3. A basis for decision-making by FDLHD staff, the Housing Committee, and the Reservation Business Committee.
4. A training manual for newly-hired or appointed staff.

B. Application of Policy

This policy is applicable to all FDLHD participants including, but not limited to, Applicants, Tenants (including residents in rental and homeowner units), their Families, and guests.

II. ELIGIBILITY FOR HOUSING

Applicants must meet eligibility requirements at the time of initial occupancy or signing a Homeownership Agreement in order to participate in FDLHD programs. 24 CFR § 1000.147.

A. Family Composition (See 24 C.F.R. § 1000.104 (2017) and 25 U.S.C. § 4131(b) (2017).)

1. An applicant must qualify as a family, defined by the FDLHD as two or more persons who are related by blood, marriage, registered domestic partnership, operation of law, or in a stable family relationship; or a single person who lives alone and intends to live alone and does not qualify as an elderly family, displaced person, or remaining member of a tenant family; or a single person who is elderly or near elderly, handicapped, disabled, displaced, or the remaining member of a tenant family.
2. An applicant must qualify as an Indian family, defined by the FDLHD as a family whose head of household or spouse is an enrolled member of a federally recognized tribe.
3. Essential Families (See 24 C.F.R. §§ 1000.106,108,118 (2017) and 25 U.S.C. § 4131(b) (3) (2017).) If an applicant qualifies as a family but does not qualify as an Indian family, the FDLHD may determine the family to be eligible, if the family demonstrates to the FDLHD's satisfaction that their presence in the community is essential to the wellbeing of other Indian families and their need for housing cannot reasonably be met without participation in the FDLHD program.

B. Income Limitations (See 5 U.S.C. § 4131(b) (2017) and Appendix A (Income Limits) as updated periodically.)

1. Maximum Income

The applicant must qualify as a Low-Income Family, defined as a family whose Annual Household Income does not exceed 80 percent of the median income for the area or the United States, whichever is greater. Income limits are adjusted for family size and updated on an annual basis. (See Appendix A.)

2. Homeownership Program Minimum Income

Participants in FDLHD Homeownership Program must have income sufficient to comply with program requirements. Those participants are required to satisfy obligations such as administration fees, user fees, utilities, maintenance, etc. The applicant must demonstrate the ability to meet these requirements.

- a. The minimum income for eligibility is an Annual Household Income of not less than \$20,000; which must be documented as sustainable income.

3. Estimating Income (See 25 U.S.C. § 4103(1) (2017).)

The Annual Household Income for eligibility will be based on the anticipated adjusted income. The anticipated adjusted income is determined by estimating the anticipated total income from all sources to be received by the tenant and other members of the family over the next twelve (12) months, based on verified documents, after excluding standard deductions and other exclusions.

The Annual Household Income for re-examination shall be based on current income with an additional re-examination in the event of a change in income or family composition.

4. Exception to Maximum Income Limits (See 24 C.F.R. §§ 1000.106, 1000.108, 1000.110(b) (2017).)

The FDLHD may waive the maximum income limit when consistent with NAHASDA regulations.

- a. If all conditions outlined in the regulations are met, the FDLHD may provide the following types of assistance to non-low-income Indian Families:

(1). Homeownership activities under Section 202(2) of NAHASDA (25 U.S.C. § 4132(2) (2017)), which may include assistance in conjunction with loan guarantees under the Section 184 program (24 C.F.R. Part 1005 (2017)).

(2). Model activities under section 202(6) of NAHASDA (25 U.S.C. § 4132(6) (2017)).

(3). Loan Guarantee activities under Title VI of NAHASDA (2017).

C. Income Verifications (See 24 C.F.R. § 1000.128 (2017).)

In order to determine that data upon which determination of eligibility, selection, preference, and rents/payments to be charged are accurate, such data must be verified.

Complete and accurate verification records are to be maintained, including, but not limited to, the following:

1. A copy of the form 1040 for each adult family member.
2. Records in the possession of the Fond du Lac Band. By applying for housing, the applicant consents to the release and use of any information or records in the Band's possession.
3. Letters or other statements from employers and other pertinent sources giving authoritative information concerning all amounts of income, such as federal W-2 forms.
4. Copies of documents in the applicant's possession that substantiate his or her statements or a brief summary of the pertinent contents of such documents signed and dated by the staff who viewed them.
5. Certified statements or summary data from bank accounts from self-employed persons and from persons whose earnings are irregular, such as salesmen, restaurant employees, taxi drivers, etc., setting forth gross receipts, itemized expenses, and net income.
6. Memoranda of verification data obtained by personal interviews, telephone, or other means, with source, date reviewed and the person receiving the information clearly indicated.

D. Social Security Number Requirements

The applicant must furnish the FDLHD with social security numbers for each family member listed on the application.

E. Restrictions on Assistance to Non-Citizens

The FDLHD restricts housing assistance to U.S. Citizens and non-citizens who have eligible immigration status. The applicant must verify citizen or non-citizen eligibility in order to receive assistance.

F. Additional Criteria for Admission

The FDLHD eligibility requirements include: proof of tribal affiliation, proof of date of birth, and satisfactory clearance of a criminal background check according to the Crime and Drug Policy, Ordinance #02-09.

G. Dependents

All dependents listed on the application must be the lawful dependents of the applicant. Applicants must show proof of custody. In the case of joint custody, in order for a dependent child to be counted as a member of the applicant's family for eligibility purposes, the applicant must show proof that the applicant has primary physical placement of the child. Proof must be shown by one of the following:

1. An agreement between the parents bearing the notarized signatures of both parents, assigning primary placement of the child to the applicant; or
2. A certified copy of a court order, currently in effect, assigning primary physical placement of the child to the applicant.

H. Tenant(s)/Homebuyer(s)

1. All occupants of the rental unit or homeownership house must be eligible for housing and must be listed on the family composition record.
2. In general, only one person shall be designated as the tenant or homebuyer. If there is only one adult Band member in the family, that person shall be designated as the tenant or homebuyer. Only the tenant(s) or homebuyer(s) shall sign the Lease Agreement or Homeownership Agreement (the "Agreement"). If two adult Band members are married or in a registered domestic partnership, then both Band members may be designated as the tenant(s)/homebuyer(s) and may both sign the rental or homeownership Agreement.
3. The term tenant shall be used interchangeably to refer to the head of household executing either a Lease Agreement or a Homeownership Agreement, unless otherwise identified in this policy.

III. **RECEIPT OF APPLICATIONS AND DETERMINATION OF APPARENT ELIGIBILITY**

A. Application

This section outlines the basic steps to be followed in the application process and in obtaining and verifying information for the purpose of determining eligibility.

1. Application Process

The application is the basic record of each family applying for admission and/or services. Each applicant will be required to provide all information requested on the application and to sign all necessary forms, documents, and certifications. All information received and any statements made by the applicant are subject to verification. Applications shall be received at the FDLHD office located at: 932 Trettle Lane, Cloquet, MN 55720.

All applications are to be fully completed and signed using indelible ink. Completed applications may be mailed or delivered in person. Immediately upon receipt of a completed application, the FDLHD shall note the date and time, and initial the application. The FDLHD will provide a copy of the application to the applicant with the date/time and a written notice to retain the application copy and update the application annually. (Applications received by mail will receive a copy with written notice by certified mail, return receipt requested.)

Verification of all information that affects eligibility, family composition, selection, priority or preferences, annual income, unit size, determination of affordable payments or rent, and housing need is required.

Each applicant and family member must sign a consent form for the release of information.

2. Applicant Responsibilities

The applicant is responsible for providing all the necessary information and accurately completing the application. The applicant must certify that all information contained in the application is true and accurate to the best of his or her knowledge. The applicant

is responsible for making corrections or updating the application on an annual basis. Failure to update an application for a period of thirteen months will result in the application being placed in the inactive file and the removal of the family from the waiting list.

3. Application File

The FDLHD shall maintain a file for each applicant 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 shall be held confidential and shall be placed in one of three categories.

a. Apparent Eligibility

This file contains those applications, which have met initial eligibility requirements and will be placed on a waiting list. Complete applications will be placed on the waiting list.

b. Ineligible

This file contains those applications, which have not met initial eligibility requirements and have been determined to be ineligible for FDLHD programs. Applications that are not updated annually (within 13 months) will be determined to be ineligible and placed in this file. The applicant will receive written notice of the ineligibility determination, the reason(s) for the ineligibility, and advised of his/her right to an appeal. The applicant must then submit a new application that meets the eligibility requirements to be placed on the waiting list for FDLHD programs.

c. Incomplete/Pending

This file contains applications which have not been sufficiently completed or verified for a determination of eligibility to be made. Applicants submitting an incomplete application will receive written notification and given thirty calendar days to submit the missing information. If the information is not submitted within thirty days of the date of the written notice then the applicant will receive a final written notice that their application is incomplete and that the Housing Division will not be taking any further action on the application.

d. Inactive

This file contains those applications that have not been updated within 13 months. Those applicants shall be removed from the waiting list and must reapply to be placed back on a waiting list. Incomplete applications which are not corrected in a timely manner will also be placed in this file.

- B. Apparent Eligibility Determination (See 24 C.F.R. § 1000.146 (2017).) Upon receipt of a completed application, the FDLHD will make a determination of apparent eligibility. An applicant determined to be apparently eligible shall be promptly notified and placed on a FDLHD waiting list. An applicant determined to be ineligible shall be promptly notified in writing as explained in Section III(A)(3)(b).

C. Waiting List Administration The FDLHD shall maintain a waiting list for all FDLHD housing programs. The list shall be comprised of applicants who have been determined to be eligible. The eligible applicants will be placed on the waiting list based on selection preference points. The applicants will be placed in chronological order based on need as demonstrated through the selection preference points, with the oldest application with the highest need being first and the most recent application with the lowest need being last.

1. Updating the Waiting List

- a. The waiting list shall be updated on an annual basis. It is the responsibility of the applicants to update their application at least annually. In order to remain on the waiting list, an applicant must continue to update his/her application and remain eligible for the FDLHD programs. Applications that are not updated annually (within 13 months) will be determined ineligible and placed in the ineligible file.
- b. In the event an applicant on the waiting list is subsequently determined to be ineligible the applicant will be removed from the waiting list and notified in writing of the reason(s) for ineligibility.
- c. It is the responsibility of the applicant to keep FDLHD updated in writing how and where the applicant can be contacted and of any other changes on their application. Any applicant on the waiting list who wishes to be removed from the list must submit a written request to the FDLHD. Otherwise, no eligible applicant may be removed from the waiting list except for failure to update in a timely manner or where fraudulent or materially incorrect information was provided by the applicant.

2. Suspending the taking of new applications

The FDLHD reserves the right to close the waiting list and suspend the taking of new applications at any given time. The FDLHD may also set submission deadlines for inclusion in a particular project, program, or funding year.

IV. SELECTION PROCEDURE AND REQUIREMENTS

A. General Provision (See 24 C.F.R. § 1000.120)

Applications will be reviewed by the FDLHD and given a point value based on need of the applicant. One point will be assigned for each category of need that the applicant meets. The FDLHD shall select and recommend to the Housing Committee eligible applicants from the waiting list in accordance with their point value and their application date. For the Rental Program, the Housing Committee will review the FDLHD selection and either confirm or remand the selection for reconsideration by the FDLHD. For the Homeownership Program, the Housing Committee will review the FDLHD selection and either confirm and forward the selection to the Reservation Business Committee for approval or remand the selection for reconsideration by the FDLHD.

1. Demographic Preference Points

a. FDL Band Enrollment:

Enrolled members of the Fond du Lac Band shall be given one point. All FDL eligible applicants will be served first regardless of any other criteria stipulated in this policy.

b. Veterans:

Applicants who show proof of status as a veteran shall receive one point.

c. Elders:

Applicants who have reached the age of 62 or older shall receive one point.

2. Need Based Points

Applicants shall be allocated points based on their degree of housing need. Applicants who meet one or more of the need criteria in a category will receive the points identified for the highest category they meet.

a. High Need – 3 points:

- (1). Without housing or about to be without housing;
- (2). Severely overcrowded (more than three persons per bedroom);
- (3). Without kitchen, plumbing or adequate heating systems; or
- (4). Presently occupying housing which is non-rehabilitable.

b. Medium Need – 2 points:

- (1). Moderately overcrowded (more than two persons per bedroom);
- (2). Currently paying more than 25 percent of income for housing; or
- (3). Presently occupying substandard housing.

c. Low Need – no points:

All other applicants.

B. Order of Selection

Eligible applicants will be weighted according to their amount of preference and need points. Applicants with the highest number of points will be at the top of the list, and then organized by date order within the point levels.

For example, applicant ABC has a total of 5 preference and need based points; applicant XYZ also has a total of 5 preference and need based points. Because applicant ABC has an older application date, and has been on the waiting list longer, applicant ABC will be selected for an offer of housing before applicant XYZ.

App. No.	FDL Enrolled	Federally Recognized	Veteran	Elder	Need Points	Total Points	Application Date
ABC	1		1	1	2	5	January 1, 2015
XYZ	1		1		3	5	May 1, 2016

C. Screening of Applicants

Prior to placement in a unit or receipt of services, the FDLHD shall conduct a thorough screening of each applicant and their household to determine suitability for admission. The screening process shall include an interview and a review of pertinent factors, which include the following:

1. The applicant's past performance in meeting financial obligations, including but not limited to rent and utilities. The FDLHD shall request information from former landlords detailing payment history (within the past 5 years).
2. Whether the applicant was previously evicted for non-payment or non-compliance with any FDLHD, tribal, or public housing authority (PHA) policy.
3. Whether the applicant previously participated in a HUD-assisted program and abandoned the dwelling unit or left the program out of compliance for any reason.
4. 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 tenants or housing units.
5. The applicant's criminal record (including all family members), particularly drug-related activities, physically violent crimes, or other criminal acts which may endanger other tenants.

D. Transfer Policy

1. Tenant Request for Transfer

Any tenant requesting a transfer to another project, program, or unit must do so in writing. All transfers are subject to availability of units. The FDLHD may approve transfers for the following: size of unit not compatible, change in income level, employment, and/or education, and documented medical reasons. Two families may transfer (trade) units if both parties agree that it is in their best interests and the FDLHD approves.

2. Housing Division Transfer

Tenants in overcrowded or underutilized units will be required to transfer to an appropriately sized unit based on the availability of such units. Transfers to correct the appropriate unit size for the family shall take precedence over the selection for occupancy from the waiting list.

- a. When a tenant is identified as being in an inappropriately sized unit, that tenant shall be offered an appropriately sized unit when it becomes available.
- b. The tenant will be notified in writing of the need to transfer and be provided with 30 days from the date of notice to move.
- c. If the tenant refuses to transfer to the unit offered, the Agreement may be terminated.

3. Transfer Requirements

- a. A tenant must be up-to-date on their rent/house payments.
- b. An inspection of the unit is required prior to any transfer. The unit must be maintained and in good condition and repair in accordance with the maintenance requirements of the FDLHD program prior to transfer. All necessary repairs and rehabilitation of the unit that are the responsibility of the tenant shall be charged to the tenant prior to move-out. If the total amount of charges is unclear, a "good faith" estimate shall be provided by the FDLHD.

V. OCCUPANCY STANDARDS

In order to prevent overcrowded conditions and wasted space, homes shall be assigned in accordance with the following schedule. The FDLHD 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
1 BR (Elderly)	1 & Married Couples
1 BR	1-2
2 BR	2-4
3 BR	3-6
4 BR	4-8
5 BR	5 & up

VI. RULES OF OCCUPANCY

A. Execution of the Agreement (See Section 207 of NAHASDA (25 U.S.C. § 4137))

Prior to occupancy of a unit, the tenant shall execute a Lease Agreement or Homebuyer Agreement (the "Agreement") with the FDLHD. This Agreement is a legal document that describes rights, duties, obligations, and responsibilities, and shall be executed promptly after final selection of the applicant. The Agreement shall be executed in duplicate original with both parties receiving an original document. The tenant will sign the Agreement and the Housing Director will sign on behalf of the FDLHD.

1. Changes, Modifications and Amendments

If the tenant or unit (due to transfer) changes, a new Agreement shall be executed. The Reservation Business Committee may revise or adopt policies which affect the obligations and requirements of the tenant under the Agreement. Such changes do not require execution of a new Agreement.

2. Requirement to List Occupants

The tenant must list all occupants of the unit on the family's application for continued occupancy. Any visitor who remains for 30 days or more is subject to inclusion on the household composition record and must complete a criminal background check in accordance with the Crime and Drug Policy, Ordinance #02/09.

3. Tenant Responsibility for Children and Guests

The tenant is responsible for all actions of the tenants, guests, and children of the home and may be held accountable for their actions.

4. Payments/Rents

The amount charged to the tenant will be determined in accordance with the Payment

The tenant is responsible for all actions of the tenants, guests, and children of the home and may be held accountable for their actions.

4. Payments/Rents

The amount charged to the tenant will be determined in accordance with the Payment and Rent Policy. All payments are due on or before the first day of the month without prior notice, in accordance with the FDLHD Collection Policy. With the Agreement of the FDLHD, tenants may make arrangements for payment of rent through assignment of their per capita payment in accordance with the Policy for Deduction from Per Capita Account.

The tenant is required to immediately report to the FDLHD any changes in income, household composition, and any other circumstances which may occur that would affect the monthly required rent or Homebuyer payment. The FDLHD shall then recalculate the adjusted annual income and rent or Homebuyer payments and determine whether the tenant remains eligible for the program. If the calculation results in a change in rent or Homebuyer payment then any required increase in rent or Homebuyer payment will be made in writing and become effective the first of the month after thirty (30) days written notice. Any decrease in rent or Homebuyer payments will be made in writing effective the first of the month following the tenant's notification to the FDLHD. Failure to make required monthly rental payments constitutes a Breach of the Agreement and the tenant or Homebuyer shall be provided with notice of the breach in accordance with Section VI.(E).

5. Security Deposit (rental only)

The tenant is required to pay a security deposit in the amount of \$750.00 prior to occupancy. Any tenant who chooses to have an approved pet shall pay a pet deposit of \$250.00 per pet. The deposits shall be refundable within thirty days of move-out, provided that all the obligations of the tenant have been satisfied.

6. Responsibility to Provide Utilities

It is the responsibility of the tenant to provide all utilities for the unit, including deposits.

7. Re-examination Requirements

The tenant is required to update relevant information regarding income, household composition, payment, rent calculations, etc. every year.

8. Tenant Education

The tenant is required to attend all mandatory-housing education sessions scheduled by the FDLHD. The tenant may be required to attend individual education sessions with a Housing Coordinator or other FDLHD representative as a condition of continued occupancy.

9. Insurance (See 24 C.F.R. § 1000.136)

The FDLHD shall provide liability insurance covering casualty loss from fire, weather, and liability claims. The tenants are encouraged to purchase their own insurance for their personal property.

10. Prohibition of Subleasing

The tenant shall not take in boarders or sublet the unit without prior approval by the FDLHD. (For Homeownership subleasing terms, see Subleasing Policy Section IX.E.)

11. Other Responsibilities/Obligations

The tenant is responsible for complying with all other obligations stated in their Agreement.

B. Rules for Occupants (See Section 207 of NAHASDA (25 U.S.C. § 4137))

1. Principal Residency Requirement

- a. As a condition of occupancy, tenant is required to use the home as a principal residence, except for temporary absences.
- b. The tenant may submit a written request for a temporary absence to the FDLHD. The tenant remains responsible for the terms of the Agreement during any absence from the unit.
- c. It is the policy of the FDLHD that no family in a FDLHD managed unit may possess more than one home at a time provided through FDLHD programs.

2. Determination of Abandoned Unit

A home which has been unoccupied by the tenant for a period of 30 days or more without prior FDLHD written approval may be deemed abandoned and in violation of the Agreement. If a unit is determined to be abandoned, the FDLHD may terminate the Agreement in accordance with section VI.(F).

3. Business Use of Home

A request to operate a business out of the home shall be made in writing to the FDLHD. A decision on the request shall be made within 30 days of the date of the request. A denial is subject to the FDLHD grievance procedure. The use of the home for operation of a business may be approved by the FDLHD under the following conditions:

- a. The business is legal;
- b. The operation of a business may be essential for the well-being of the family, or for the family to meet its obligations under the Agreement; and
- c. The operation of the business does not negatively impact the neighbors or surrounding community.

4. Structural Modifications

No tenant shall make any structural modifications or additions to the unit unless approved in writing by the FDLHD.

5. Damage to Property

Tenants, family and guests will comply with all Band, county, state and federal laws affecting the use or occupancy of the unit and premises. Tenants shall refrain from damaging, defacing, vandalizing, destroying, or removing any part of the FDLHD premises.

6. Prohibition of Illegal Activities and Public Disturbance

Tenants shall not engage in unlawful activities or cause a disturbance to neighbors and the surrounding community. Any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants, or any drug-related criminal activity on such premises, shall be cause for termination of tenancy in accordance with the Agreement and the Crime and Drug Policy, Ordinance #02-09. The FDLHD shall maintain a record of all complaints about tenants. The Housing Director or designee may obtain law enforcement reports as needed to verify complaints.

C. Maintenance and Appearance of the Home and Property (See 25 U.S.C. § 4133.)

The purpose of the maintenance policy is to provide and maintain a safe and healthy environment for the families living in tribally-owned housing, both rental and homebuyer. The maintenance of housing units shall be performed in compliance with applicable housing codes and quality standards. The FDLHD is responsible for the emergency, preventative, and on-going maintenance of the units as outlined in the FDLHD Maintenance Policy. The tenant shall provide basic maintenance of the home, keeping it in a clean, safe and sanitary condition, both inside and outside of the unit.

1. Gasoline, solvents, or other inflammables must not be kept in the dwelling unit.
2. Smoke detectors are installed in each unit. Tenants will not tamper with, disconnect or remove smoke detectors. If smoke detectors are found to be out of order at the time of annual inspection, then FDLHD will repair or replace. It is the responsibility of the tenant to notify the FDLHD of a non-working smoke detector. If a smoke detector is in need of new batteries the FDLHD will replace the batteries, if requested by the tenant. But, the tenant may replace the batteries as needed.
3. Tenants are responsible for snow and ice removal and yard maintenance. Families shall be responsible for cleaning the surrounding grounds of their unit. Weeds and other rubbish will not be allowed to accumulate. Any landscaping shrubs, trees, lawns and other plants shall be the responsibility of the tenants to maintain, by performing tasks such as watering, pruning, mowing, and other works. Elders and persons with disabilities may be excluded from the requirements in this Section 6(C)(3) as evidenced by a written addendum to their Agreement.
4. Tenants must abide by Band, state, or local laws regarding waste or nuisance. Tenants must properly dispose of their garbage by obtaining a commercial garbage service if required in the Agreement, or by hauling to a licensed refuse facility. Garbage shall not be allowed to accumulate on the grounds. Garbage shall not be stored outside in plastic garbage bags. When garbage is observed accumulating around a residence, the FDLHD will advise the tenant to properly dispose of the garbage. Tenants will have 10 business days to comply or risk termination of their Agreement.
5. If a pest/insect problem exists, the tenant must notify the FDLHD immediately so that corrective action can be taken. Any need to temporarily remove furniture, plants, food or pets shall be the responsibility of the tenant. Failure to comply is a breach of the Agreement.
6. The tenant shall notify the FDLHD immediately when any type of maintenance is

required. The FDLHD shall initiate all required maintenance by an approved work order. If there is repair work to be done for which the tenant is not responsible per the Agreement, a tenant may request a work order in person or by phone and provide the following information: project number, unit number, name of head of household, and description of the work to be performed. The FDLHD will determine whether or not the tenant is responsible to pay for the work to be done. The FDLHD will determine whether the work to be done is emergency or routine, approve the request and assign appropriate staff to conduct repairs or initiate appropriate contracts. The FDLHD will charge for all work orders that are determined to be the fault of the tenant. Such charges will include both labor and material. With the agreement of the FDLHD, tenants may pay for such work through a voluntary assignment of their per capita payment in accordance with the Policy for Deduction from Per Capital Accounts. If a unit is extensively damaged at no fault of the tenant, the FDLHD will relocate the family and schedule the unit for repairs. Such damages may occur as a result of fire, floods, wind, explosions, storms, or other uncontrollable situation.

7. Tenants will be billed and held accountable for the destructive actions of tenants, their family, friends, and guests. This can include damages that go beyond normal wear and tear or damage that results from tenant's inaction with respect to their responsibilities under the lease or this policy. Tenants shall pay for all parts, materials, fixtures, or replacements and the labor services of person(s) engaged to repair or replace the damage.
8. Tenants are responsible to pay or make payment arrangements for any amount billed for work orders or damages. Failure to pay or come to a mutually-agreed payment arrangement within 30 days of the billing date, will result in a breach of the Agreement. Falling 30 days behind on any payment arrangement will also result in a breach of the Agreement.
9. Tenants must allow FDLHD staff access to all units when official business needs to be conducted. The FDLHD must provide the tenant with 48 hours-notice, unless an emergency requires that FDLHD staff be given immediate access. If the tenant fails to allow access to the unit by FDLHD staff that have been directed to enter by the Director, then the tenant will be in breach of the Agreement.
10. FDLHD staff will be assigned to serve on standby status to respond to emergency calls by families. Such calls may be for broken windows, broken water lines, power outages, and furnace problems during winter, sewer backups, or other emergencies threatening the health and safety of the families or the structure of the unit.
11. If an emergency exists or the Housing Department reasonably believes there is risk of substantial damage or waste to the dwelling but the tenant is not available to allow staff into the residence, the staff may enter the unit but must leave a notice in a conspicuous location notifying the tenant of the date, time and purpose for their entry. Entry is justified in order to protect life or Band property.
12. The FDLHD shall be responsible for filing all insurance claims that are covered by the policy acquired by the FDLHD. The tenants shall be responsible for filing any claim for damage to their personal property covered by their own personal property insurance policy.

13. Pet/Animal Control

- a. Tenants who wish to have a pet shall pay an additional pet deposit in the amount of \$250.00 per pet. This pet deposit shall be applied to any damage caused by the pet or cleaning of the dwelling required as a result of the pet. Any amount of the deposit remaining after repair and cleaning of the dwelling shall be refunded to the tenant. All pets shall be registered with the FDLHD.
- b. The tenant shall remain in compliance with the Animal Control Ordinance, Ordinance #04/00, as amended. No exotic animals or farm animals are allowed on FDLHD premises. No more than two pets are allowed in FDLHD units. An aquarium is not considered a pet. Dogs must be leashed or fenced in at all times. These limitations are in addition to any limitations contained in the Agreement or any policies for specific buildings. Service animals owned by families with persons with disabilities or elderly family members will be given special considerations.
- c. If at any time the FDLHD determines an allowed pet (including service animals) is creating an unsafe or unsanitary condition for the unit or the grounds, the tenant shall be required to remove the pet from the premises. Certain breeds determined to be unacceptable by the FDLHD shall not be allowed in units or on the premises. All dogs and cats must be neutered or spayed. Animals causing injury to other animals or people are not allowed and must be removed immediately.
- d. Under no condition shall tenants be allowed to keep cats or dogs for breeding purposes. Animals determined to be suffering due to illness or neglect will be removed and euthanized by the Band or local authorities.
- e. The tenant shall be notified and given sufficient time to comply with the Agreement and/or this policy with respect to pet ownership. Failure to comply within the time frame specified in the notice may result in appropriate action by local agencies and breach of the Agreement.

14. Vehicles

- a. Tenants must park in driveways or in other designated parking areas. Parking on lawns is not permitted. Only those vehicles with valid license plates in an operable condition are allowed on the premises. FDLHD parking lots shall not be used to store excess vehicles. Generally, tenants shall be permitted to park one operable vehicle per adult residing in the unit.
- b. Some residential communities have limited parking space. Tenants in the Elders units shall be allowed to park one operable vehicle per adult tenant in the FDLHD parking lot.
- c. Cars in an inoperable condition for over forty-five days must be removed from the premises. If the tenant fails to remove the car, the Housing Division shall dispose of it at the tenant's expense.

D. Family Break-Up Plan

If a family breaks-up into two otherwise eligible families while living in a FDLHD unit, the following rules apply to determine who stays in the existing FDLHD unit:

1. Band member preference. The FDLHD will allow a Band member to retain the housing unit if the family break-up is between a Band member and a non-Band member.
2. Agreement. The FDLHD will follow an agreement of the family if the family break-up is between two Band members.
3. Court Order. If the family break-up is between two Band members and a court of competent jurisdiction determines the disposition of property in a divorce decree or other order regarding division of property then the FDLHD will follow the court's determination.
4. Other Factors. If the family break-up is between two Band members and there is no agreement or court order, the FDLHD shall determine who retains the housing unit based on the following factors:
 - a. The interests of any minor children, including custody arrangements;
 - b. The interests of any ill, elderly, or disabled family members;
 - c. Whether family members were forced to leave the unit as a result of actual or threatened physical violence by a spouse or other member(s) of the family;
 - d. Any possible risks to family members as a result of domestic violence or criminal activity;
 - e. The recommendations of social service professionals with a history of working with the family; and
 - f. Other factors as deemed appropriate by the FDLHD.
5. Reversion. If the factors above do not apply and the parties do not reach an agreement, then the house reverts back to the FDLHD.

E. Breach of Agreement

1. When a breach of a Lease Agreement or Homebuyer Agreement, or Housing Division policy or procedure is identified the Housing Director shall, except as provided in VI(F)(2)(b) below or in the FDLHD Collection Procedures, provide the tenant with written notice including the following:
 - a. Identify the nature of the breach;
 - b. Identify the action necessary to cure the breach, where applicable;
 - c. Notify the tenant that they have 30 days to cure the breach;
 - d. Notify the tenant that failure to cure the breach will result in termination of the Agreement; and
 - e. Notify the tenant of their right to file a grievance in accordance with the Grievance Procedure; however, such grievance shall not operate to delay any future termination of the Agreement.

F. Termination of Agreement

1. Termination of Agreement by the Tenant

The tenant may terminate the Agreement provided that a 15-day written notice is given

to the FDLHD and the procedures for termination contained in the Agreement are followed.

2. Termination of Agreement by the FDLHD

- a. The FDLHD may terminate the Agreement by written notice after the expiration of the time period to cure and the tenant has not cured the breach, where applicable, to the satisfaction of the Housing Division, and the Housing Division has complied with the requirements of the applicable Agreement or Housing Division policy and procedure.
- b. Some violations are of such a severe nature that the Housing Division is not required to provide notice of breach and opportunity to cure. If a tenant violates the Crime and Drug Policy, Ordinance #02-09, then the Housing Division may immediately terminate the Agreement and is not required to complete the notice of breach identified in Section VI(E) of this Policy.
- c. The written notice terminating the Agreement shall contain the following:
 - (1). The reason for termination;
 - (2). Unless the violation is subject to immediate termination, notice that the tenant has 30 days to vacate the property and remove all personal property from the premises and the date and time such 30 days expires;
 - (3). Notice that failure to remove personal property from the premises shall be deemed an abandonment of such personal property and will result in disposal of the personal property by the Housing Division in a lawful manner in the discretion of the Housing Division; proceeds from the disposal, if any, will be applied to reasonable costs of disposal and then to any payments owed by the tenant, and any remaining proceeds will be refunded to the tenant;
 - (4). Notice to the tenant of their right to file a grievance in accordance with the Grievance Procedure; however, such grievance shall not operate to delay the termination of the Agreement; and
 - (5). Notice to the tenant that failure to vacate the property may result in the Housing Division filing an action in Tribal Court pursuant to the Eviction Procedures, Ordinance #01/17.
- d. Failure of the Housing Department to enforce or act upon any breach or termination shall not constitute a waiver of the Band's rights and shall not restrict the Band's ability to take action at any time in the future or on any other breach or termination.

VII. HOME INSPECTIONS (Section 403 of NAHASDA, 25 U.S.C. § 4163.)

A. Initial Inspection

1. Participants

At the time of initial occupancy, a move-in inspection shall be conducted with the FDLHD inspector (or representative) and the tenant. The tenant shall be permitted to have a representative of their choice present at the initial inspection to assist them. The

FDLHD may use photography or videography to document the inspection.

2. Documentation of Conditions

At the conclusion of the initial inspection, the tenant and FDLHD shall sign an inspection report detailing the condition of the property and any deficiencies in the unit/home. The tenant shall be provided a copy of the report. The FDLHD shall correct any deficiencies within a reasonable amount of time.

3. Orientation

The FDLHD shall provide the tenant with an orientation session, which will cover the obligations and proper homecare procedures.

4. Warranties

At the time of move-in, the Homebuyer shall be provided with a list or packet of the applicable warranties for that particular home.

B. Annual Inspections

1. Notification

- a. Each unit or home shall be inspected by the FDLHD annually. The FDLHD shall provide the tenant with written notification of the scheduled inspection at least 10 business days prior to the date of the annual inspection. The notice shall state that the annual inspection is a requirement of the Agreement and give the date and time of the inspection. The tenant may waive the right to be present for the inspection by providing written notification to the FDLHD.
- b. If the tenant is not present at the time of inspection and has not waived the right to be present for the inspection, then the FDLHD shall send a notice to the tenant rescheduling the inspection to occur in the next 5 to 10 business days. The notice shall state that failure to appear or waive the right to appear at the rescheduled inspection may result in a violation of the Agreement.
- c. If the tenant fails to appear for the rescheduled inspection and does not waive the right to be present then the FDLHD may enter the unit to conduct the inspection. The FDLHD may issue a violation of the Agreement if the tenant failed to appear and did not waive the right to appear. The FDLHD shall leave a copy of the inspection report for the tenant in the home in a visible place.
- d. Inspections may be scheduled more often for new move-ins or if there are maintenance problems discovered.

2. Inspection Procedure

The FDLHD shall conduct a thorough inspection of the interior, exterior, and adjacent grounds of the unit or home. The tenant shall sign the inspection report, if present, which contains the results of the inspection. The inspector is responsible to report the nature of any deficiencies observed. Following the inspection, the FDLHD will meet with the tenant to review the finding and establish a plan for repairs and any necessary training in home maintenance.

3. Deficiencies

If the inspection reveals any deficiencies in the condition of the unit or home, the tenant shall be given 30 days to correct the deficiencies, at which time a follow-up inspection shall be scheduled. If the damage and deficiencies go beyond normal wear and tear and are due to tenant action or neglect and major repairs are necessary, then the FDLHD and tenant will work out a payment plan prior to commencement of the work.

4. Follow-up Inspection

The FDLHD shall conduct a follow-up inspection to determine if the deficiencies have been corrected. The tenant shall be notified and given the opportunity to be present at the inspection. If the tenant has not corrected the deficiencies, the FDLHD may terminate the Agreement in accordance with the terms of the Agreement or perform the necessary work and charge the account of the tenant.

C. Special Inspections

In addition to the annual inspection, special inspections may be required by the FDLHD if the tenant has received unfavorable inspection reports in the past. Special inspections may be required as a condition of initial occupancy if the tenant has a poor record of homecare at past residences.

D. Move-out Inspections

Upon termination of the Agreement, the FDLHD shall conduct a Move-out inspection. The tenant or a representative shall be present at the inspection. The FDLHD may use photography or videography to document the inspection. The FDLHD shall prepare an inspection report, which shall be signed by the tenant. The report shall include an account of any deficiencies noted. The FDLHD shall correct the deficient items and charge the deposit or equity account of the tenant for the work and provide the tenant with a written statement detailing the charges. If the amount of the work exceeds the available balance, the FDLHD shall bill the tenant for the amount outstanding.

VIII. THE EXAMINATION/RE-EXAMINATION PROCESS (See 24 C.F.R. § 1000.128)

A. Periodic Re-Examination

1. Scheduling

Tenants are required to undergo re-examination every year. Re-examination includes verifying information needed to determine rent or Homebuyer payments and other vital information concerning the household composition and records. The FDLHD shall notify the tenant of the need to re-certify and set a date and time for the re-examination.

2. Adjustments to Homebuyer Payments/Rent Payments

After the annual re-examination process is complete, any required increase in rent or Homebuyer payments will be made in writing effective the first of the month after thirty (30) days written notice following re-examination. Any decrease in rent or Homebuyer payments as a result of the annual re-examination will be made in writing effective the first of the month following re-examination.

3. Interim Re-examination

The tenant is required to report all changes in income, household composition, and any

other circumstances that have occurred which would affect the monthly required rent or Homebuyer payment.

4. Other Required Information

The tenant may be required to submit additional information at re-certification, if the FDLHD deems it necessary to complete the family's records or to assist in determining income and rent or homebuyer payments. Information which may be required includes but is not limited to social security numbers for new family members, divorce decrees, and medical receipts, if applicable.

5. Review of Designation of Successor (Homebuyers only)

Each Homebuyer designates a successor at the time the Agreement is executed. The designation may be changed at any time during the duration of the Agreement, provided that such change is made in writing. The designation of successor should be reviewed during the re-examination to ensure that it is current.

B. Special Re-Examination

If it is impractical to determine a household's actual income due to unstable conditions, such as fluctuating or sporadic employment and income, the FDLHD may set a date for a special re-examination when the household's income is likely to be easier to determine.

C. Utility Allowances

1. The Monthly Rent Calculation

The monthly rent calculation will factor the estimated cost of utilities as an expense when determining the Homebuyer's monthly payment.

2. Notice of Adjustment

If the FDLHD determines that an adjustment in the utility allowances is to be made, the affected Homebuyer shall be given written notice of the adjustment, not less than 30 days prior to the effective date of adjustment.

3. Effective Date of Change

The date of the adjustment will be the first day of the month following the 30-day notice. If the effective date of adjustment is the first day of the month, then the effective date of change for Homebuyer payment calculations will be the same day.

D. Adjustment Due to Errors

If the FDLHD made an error in calculating the monthly payment a retroactive adjustment shall be made in writing to the effective date of change (improper adjustment). Errors caused by the tenant or other occupants may also be made retroactive if the FDLHD concludes the errors were committed willfully, in an effort to receive a reduced monthly payment.

E. Procedure for Re-Examination

1. Submission of Application for Continued Occupancy

At the time of the required re-certification, the tenant shall be required to submit an application for continued occupancy, containing the current household income and

composition, on a FDLHD prescribed form. The completed application and any attachments shall be signed by the tenant.

2. Notice of Changes

Within 30 days of the completed re-examination process, the tenant shall be informed in writing of any changes in the required monthly payment and the effective date of the changes.

F. Failure to Comply or Properly Report Required Information

If the tenant fails to provide information or provides false information for a required re-examination, it is considered a violation of the Agreement and is grounds for termination of the Agreement. Providing false information to, or withholding information from, the FDLHD may be considered fraud, which is a crime punishable under the law. If the tenant fails to respond to the letter requesting re-examination information, a final written notice will be sent out requesting information to be delivered to the FDLHD within 10 calendar days. If the tenant fails to meet that deadline, the FDLHD shall notify the tenant of the violation of the Agreement and proceed with lease termination procedures outlined in the Agreement, the FDLHD collection policy and Section VI.(D) of this policy.

G. Suspension of Payments

The FDLHD may suspend the required monthly payment for a specified period of time due to unusual circumstances, such as substantial rehabilitation or repair work being performed on the home. The tenant may request in writing for the suspension of monthly payments. The FDLHD shall approve or disapprove of the request and notify the tenant in writing within 15 days of the request.

IX. HOMEOWNERSHIP

A. Homeownership Terms

1. The administrative charge for homeownership units shall be \$100 per month and may be periodically adjusted by the Reservation Business Committee.
 - a. The term of Homebuyer Agreements shall be 25 years.
 - b. The interest rate on Homebuyer Agreements shall be 0 percent.
 - c. The maximum payment shall be the amortized amount plus the administrative charge.

B. Successorship (for Homeownership only)

1. Manner of Designation

Each homebuyer shall name/designate a successor at the time the Homebuyer Agreement is executed. The designation may be changed at any time during the duration of the Agreement, provided that such changes are made in writing.

The successor will be identified as follows:

- a. If the homebuyer has designated a successor, that person will be the successor, if eligible.
- b. If no successor has been identified (or if the successor is ineligible) and there are

children who are enrolled or eligible for enrollment with the Band living in the house at the time of the homebuyer's death then the successor will be a parent or guardian of those children.

- c. If the successor is not identified pursuant to paragraphs a or b, the successor will be identified according to the Band's Probate Code, Ordinance #01/11.

2. Trust, restricted, or special consideration of the land status

In case of trust, restricted, or special land considerations, the FDLHD shall review applicable regulations and requirements prior to approving a successor. The Homebuyer Agreement may be modified to accommodate any special considerations. In the event a non-FDL enrolled tribal member survives the death of the head of household and is the remaining member of a tenant family, the individual shall be allowed to remain in the unit for nine months and only allowed to dispose of the unit to a FDL enrolled member.

3. Events Authorizing Successorship

In the event of death, physical incapacity, or mental incapacity, the person designated as successor shall succeed to the rights, accounts and responsibilities of the Homebuyer, provided that the successor is at least 19 years old and all eligibility and program requirements are met.

4. Situations Where Successorship Will Not Be Recognized

The designated successor shall not succeed if the Homebuyer Agreement is terminated for any reason other than death, physical incapacity, or mental incapacity.

5. Minor Children Occupying Home; Guardianship Agreement

If a parent or guardian who is not a Band member is appointed as successor for the benefit of the Band member children, then the guardian shall be responsible for performing the duties and obligations of the Agreement on behalf of the children. This arrangement will remain intact until the oldest child reaches the age of 19 years, at which time that child may apply in writing to the FDLHD to become the Homebuyer, if qualified. If at any time prior to the oldest child reaching the age of 19 years, the guardian is no longer willing and able to perform the obligations and duties of the Agreement, and no other guardian is appointed, possession of the home shall revert back to the FDLHD.

6. Eligibility of Successor

The designated successor must be at least 19 years old and meet all eligibility and selection requirements at the time the new Agreement is executed. A successor must make the assigned unit their principal residence.

Only Fond du Lac Band members who have reached the age of 19 are eligible to succeed to the homebuyer's full interest. If the successor is not a Band member but is the parent or guardian of children who are enrolled or eligible for enrollment with the Band and are living in the house at the time of the homebuyer's death, the successor will succeed to an interest that will last until the youngest child turns 19, provided there is a child under the age of 19 who remains residing in the home with the successor. If

the successor is not a Band member or is ineligible under the Homeownership Program, but is living in the house at the time of the Homebuyer's death, the successor will have nine months to remain in the house.

7. Equity, MEPA, and Purchase Price Schedule

There will be no interruption or change in the amortization schedule due to succession of the home. All rights and obligations, including equity accounts, shall be transferred to the successor homebuyer. If the successor wants to have work done on the home and no equity is available, then the successor takes the unit as is and assumes the cost of renovation.

8. FDLHD Designation of Successor

If the designated successor is not eligible or does not meet admission standards, or refuses the home, the home shall be returned to FDLHD. The FDLHD shall determine the next occupant in accordance with this policy.

9. Ineligible Successors May Exercise Purchase Option

In the event that the successor is not eligible or otherwise qualified to succeed the original Homebuyer, the FDLHD may allow the designated successor to purchase the unit for an amount established by the FDLHD provided the successor is a FDL Band Member.

C. Sublease Policy (Homeownership only)

1. Approval of Sublease Required

The FDLHD may approve the sublease of a home under certain circumstances. The request to sublease must be in writing and state the reason for the request and the length of the sublease. In order to sublease, the Homebuyer must be in full compliance with the Homebuyer Agreement.

2. Allowable Justification/Reasons for Sublease

The FDLHD may approve a sublease for the following reasons: employment, higher education, medical treatment or illness, or military duty.

3. Duration of the Sublease

The FDLHD may approve a sublease for a period of up to one year.

4. Approval of Sublease

The FDLHD may approve or disapprove any sublease based on requirements outlined in this policy. Occupants of the subleased home shall be subject to criminal background checks.

5. Form of Sublease

The sublease form shall be provided by the FDLHD and executed in triplicate with the FDLHD, Homebuyer, and sublessee each receiving an original document.

6. Sublease Payment

The Homebuyer payment will continue to be calculated based on the Homebuyer's

7. Homebuyer's Obligation

The FDLHD approval of a sublease temporarily waives the Homebuyer's obligation to reside in the home and use it as a principal residence for a specified period.

Subleasing does not waive or otherwise exempt the Homebuyer from any other requirements or obligations of this policy or the Homebuyer Agreement.

8. Termination of Sublease

While the FDLHD is not a party to the sublease, the FDLHD does have a right to terminate the Homebuyer Agreement if the Homebuyer or sublessee is not in compliance with the terms and conditions of the Agreement or FDLHD policy requirements. The termination shall be in accordance with the Homebuyer Agreement and FDLHD policy.

X. CONVEYANCE OF DWELLING UNITS

Conveyance of dwelling units shall only be done in accordance with the Housing Division Conversion of Low Income Rental Units to Home Ownership Policy and Procedures, as adopted by Resolution #1062/09 and subsequently amended.

Approved pursuant to Resolution #1121/06 by the Fond du Lac Reservation Business Committee on May 16, 2006.

Amended pursuant to Resolution #1224/07 on June 12, 2007.

Amended pursuant to Resolution #1128/13 on April 17, 2013.

Amended pursuant to Resolution #1003/14 on January 8, 2014.

Amended pursuant to Resolution #1098/15 on April 8, 2015.

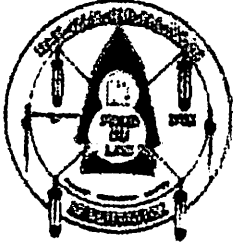
Amended pursuant to Resolution #1162/17 on May 2, 2017.

Amended pursuant to Resolution #[1134/21] on [March 24, 2021].

Amended pursuant to Resolution #1370/21 on September 15, 2021

Fond du Lac Band of Lake Superior Chippewa Reservation Business Committee

1720 Big Lake Rd.
Cloquet, MN 55720
Phone (218) 879-4593
Fax (218) 879-4146



Chairman
Kevin R. Dupuis, Sr.

Secretary/Treasurer
Ferdinand Martineau, Jr.

Dist. I Representative
Wally J. Dupuis

Dist. II Representative
Bruce M. Savage

Dist. III Representative
Roger M. Smith, Sr.

Executive Director,
Tribal Programs
Miyah M. Danielson

Executive Director,
Tribal Enterprises
Terry Savage

RESOLUTION #1370/21

AMENDING THE FOND DU LAC HOUSING DIVISION ELIGIBILITY, ADMISSION AND OCCUPANCY POLICY

The Fond du Lac Reservation Business Committee, on behalf of the Fond du Lac Band of Lake Superior Chippewa, hereby enact the following Resolution:

WHEREAS, the Fond du Lac Band of Lake Superior Chippewa are a sovereign people, who occupy the Fond du Lac Reservation and retain their aboriginal rights of self-government and self-determination pursuant to the Treaty of LaPointe of September 30, 1854, 10 Stat. 1109; the Indian Reorganization Act of 1934, 25 U.S.C. § 461 et seq.; the common law of the United States; and as recognized by the United Nations Declaration on the Rights of Indigenous Peoples of September 13, 2007; and

WHEREAS, it is the sovereign obligation of the Fond du Lac Reservation Business Committee, as the duly-constituted governing body of the Fond du Lac Band, to exercise the responsibilities of self-government and management over the Band's affairs; and

WHEREAS, the Reservation Business Committee is the Tribally-Designated Housing Entity (TDHE) of the Fond du Lac Band under the Native American Housing and Self-Determination Act of 1996, 25 U.S.C. § 4401 et seq.; and

WHEREAS, the Reservation Business Committee has determined it to be necessary and in the best interests of the Fond du Lac Band to amend Article IV, Section D(3) of the "Fond du Lac Housing Division Eligibility, Admission and Occupancy Policy" by removing subsection (c), as follows:

ARTICLE IV. SELECTION PROCEDURE AND REQUIREMENTS

Transfer Requirements

- a. A tenant must be up-to-date on their rent/house payments.
- b. An inspection of the unit is required prior to any transfer. The unit must be maintained and in good condition and repair in accordance with the maintenance requirements of the FDLHD program prior to transfer. All necessary repairs and rehabilitation of the unit that are the responsibility of the tenant shall be charged to the tenant prior to move-out. If the total amount of charges is unclear, a "good faith" estimate shall be provided by the FDLHD.
- c. ~~For the Homebuyer Program all rights, obligations, and equity shall be transferred to the new home. The purchase price of the new home shall be based on the actual value of the home, and the Homebuyer shall be given credit for payments made on the previous home.~~

NOW THEREFORE BE IT RESOLVED, that the Fond du Lac Reservation Business Committee hereby adopts the above-referenced amendment to the "Fond du Lac Housing Division Eligibility, Admission and Occupancy Policy" to become effective immediately, and hereby directs said amendment be incorporated into the Policy.

CERTIFICATION

We do hereby certify that the foregoing Resolution was duly presented and acted upon by vote of 3 for, 0 against, 0 silent, with a quorum of 4 being present at a Special Meeting of the Fond du Lac Reservation Business Committee held on September 15, 2021 on the Fond du Lac Reservation.



Kevin R. Dupuis, Sr.
Chairman



Ferdinand Martineau, Jr.
Secretary-Treasurer

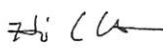
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APPENDIX A

PROGRAM GUIDANCE

PROGRAM: Indian Housing Block Grant (IHBG)

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

FROM: Hilary Atkin, Director for 
Office of Grants Management, PNPB

TOPIC: Income Limits under the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA)

Purpose: This guidance replaces Program Guidance 2020-01 with the latest Housing and Urban Development (HUD) Income Limits applicable to the Native American Housing Assistance and Self Determination Act (NAHASDA) programs.

Background: HUD Notice PDR-2021-02, published April 1, 2021, contains the latest published Median Family Income (MFI) limits that are applicable to establishing MFI limits for the purposes of providing NAHASDA assistance. The income limits published in the HUD Notice are in effect for Fiscal Year (FY) 2021. They are calculated for each metropolitan and nonmetropolitan area using the Fair Market Rent (FMR) area definitions. The HUD Notice, along with county and state medium income limits, are available on HUD's website at: https://www.huduser.gov/portal/datasets/il.html#2021_data. MFIs can be accessed here: https://www.huduser.gov/portal/datasets/il/il2021/select_Geography.odn.

Guidance: Pursuant to 24 CFR §1000.10, median income for an Indian area for the Indian Housing Block Grant (IHBG) program is defined as the greater of:

- 1) The median income of the counties, or their equivalent in which the Indian area is located; or
- 2) The median income for the United States.

Tribes with large reservations or those that encompass more than one county may have more than one income limit. To reduce administrative burden, the Tribe or TDHE may set income limits for multi-county reservations at the income limit level of the county with the highest income limits.

If the income limit for a county located within your Indian area is lower than the United States median, you must use the United States median income limits. The United States MFI for FY 2021 is \$79,900. Therefore, the adjusted income limits for family size and 80/100 percent of median income are shown below:

PROGRAM GUIDANCE 2021-01

		2021 U.S. Median Family Income				79,900			
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%		\$ 44,744	\$ 51,136	\$57,528	\$ 63,920	\$ 69,034	\$ 74,147	\$ 79,261	\$ 84,374
100%		\$ 55,930	\$ 63,920	\$ 71,910	\$ 79,900	\$ 86,292	\$ 92,684	\$ 99,076	\$ 105,468

2021 U.S. Median Family Income Limits

To calculate the United States adjusted income limit for families with more than eight members, add eight percent of the four-person base to the eight-person income limit for each additional person. For example, the nine-person, 80 percent limit equals 89,488 (84,374 + [63,920 * .08]). Please note that in keeping with HUD policy, the MFI is rounded to the nearest \$100.

The FY 2021 MFI estimates are based on the Office of Management and Budget's (OMB) metropolitan area definitions as updated and include HUD modifications that were first used in the determination of FY 2006 FMR areas.

Due to prevailing levels of construction costs, Tribes or TDHEs located within Alaska but outside of the service area that are listed below should use the Alaska MFI to determine income eligibility of families applying for assistance under NAHASDA programs.

Program Guidance 2013-05 provides information on how to calculate annual income under the IHBG program for the purpose of program eligibility.

2021 Alaska MFI Limits

		2021 Median Family Income				93,900				Alaska
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons	
80%		\$ 52,584	\$ 60,096	\$ 67,608	\$ 75,120	\$ 81,130	\$ 87,139	\$ 93,149	\$ 99,158	
100%		\$ 65,730	\$ 75,120	\$ 84,510	\$ 93,900	\$ 101,412	\$ 108,924	\$ 116,436	\$ 123,948	

		2021 Median Family Income				97,100				Aleutians West
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons	
80%		\$ 54,376	\$ 62,144	\$ 69,912	\$ 77,680	\$ 83,894	\$ 90,109	\$ 96,323	\$ 102,538	
100%		\$ 67,970	\$ 77,680	\$ 87,390	\$ 97,100	\$ 104,868	\$ 112,636	\$ 120,404	\$ 128,172	

		2021 Median Family Income				104,300				Anchorage
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons	
80%		\$ 58,408	\$ 66,752	\$ 75,096	\$ 83,440	\$ 90,115	\$ 96,790	\$ 103,466	\$ 110,141	
100%		\$ 73,010	\$ 83,440	\$ 93,870	\$ 104,300	\$ 112,644	\$ 120,988	\$ 129,332	\$ 137,676	

		2021 Median Family Income				102,900				Bristol Bay
		1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons	
80%		\$ 57,624	\$ 65,856	\$ 74,088	\$ 82,320	\$ 88,906	\$ 95,491	\$ 102,077	\$ 108,662	
100%		\$ 72,030	\$ 82,320	\$ 92,610	\$ 102,900	\$ 111,132	\$ 119,364	\$ 127,596	\$ 135,828	

PROGRAM GUIDANCE 2021-01

2021 Median Family Income		110,000			Denali			
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%	\$ 61,600	\$ 70,400	\$ 79,200	\$ 88,000	\$ 95,040	\$ 102,080	\$ 109,120	\$ 116,160
100%	\$ 77,000	\$ 88,000	\$ 99,000	\$ 110,000	\$ 118,800	\$ 127,600	\$ 136,400	\$ 145,200

2021 Median Family Income		97,700			Kodiak Island Borough			
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%	\$ 54,712	\$ 62,528	\$ 70,344	\$ 78,160	\$ 84,413	\$ 90,666	\$ 96,918	\$ 103,171
100%	\$ 68,390	\$ 78,160	\$ 87,930	\$ 97,700	\$ 105,516	\$ 113,332	\$ 121,148	\$ 128,964

2021 Median Family Income		117,000			Juneau			
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%	\$ 65,520	\$ 74,880	\$ 84,240	\$ 93,600	\$ 101,088	\$ 108,576	\$ 116,064	\$ 123,552
100%	\$ 81,900	\$ 93,600	\$ 105,300	\$ 117,000	\$ 126,360	\$ 135,720	\$ 145,080	\$ 154,440

2021 Median Family Income		103,500			Valdez-Cordova			
	1 Person	2 Persons	3 Persons	4 Persons	5 Persons	6 Persons	7 Persons	8 Persons
80%	\$ 57,960	\$ 66,240	\$ 74,520	\$ 82,800	\$ 89,424	\$ 96,048	\$ 102,672	\$ 109,296
100%	\$ 72,450	\$ 82,800	\$ 93,150	\$ 103,500	\$ 111,780	\$ 120,060	\$ 128,340	\$ 136,620

For additional information on the income limits for your area, see the following web site: https://www.huduser.gov/portal/datasets/il/il2021/select_Geography.odn. Search under "Access Individual Median Family Income Areas" to access applicable MFIs in your area. For additional information, please contact your local Area Office of Native American Programs.