

**MEMBERSHIP ASSISTANCE PROGRAM REGULATIONS**  
Regulation # R700-04:MA

**Chapter 1. Home Repair Program Regulations**

**Section 1. Authority; Purpose**

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

1-2. *Purpose.* This regulation is intended to provide a framework for ensuring the Tribally funded Home Repair Program is appropriately implemented and administered for the benefit of all members of the Little River Band of Ottawa Indians. The program provides assistance to members in need of repairs to substandard housing conditions who have no other recourse for assistance.

**Section 2. Definitions**

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

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

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

2-4 *Household* means persons living in the same residence maintaining a single economic unit and also includes any person living alone/single who is a permanent member of and participates in the maintenance of the household.

2-5 *Household Income* means the sum of income received in the calendar year by all members of the household, including household members not related to the head of household, people living alone/single within household, and other non-family member within household.

2-6 *Proof of Income* means submission of documented proof of income for each individual in household receiving earned or unearned income.

2-7 *Substantial Loss of Income* means substantial change in income resulting from the loss of an income source reported on current income tax return and W 2’s.

2-8. *Standard Housing* means a dwelling that is decent, safe, and sanitary.

a. Standard housing must meet each of the following conditions:

1. General construction of repair items listed must conform to applicable tribal, county, State, or national codes and to appropriate building standards for the region;

2. The heating system must have the capacity to maintain a minimum temperature of 70 degrees in the dwelling during the coldest weather in the area;

3. The heating system must be safe to operate and maintain, and deliver a uniform heat distribution;
  4. The plumbing system must include a properly installed system of piping and fixtures, water heater is sufficient for family size and is in proper working condition, kitchen and bathroom fixtures/facilities do not show signs of leaks or damage;
  5. The electrical system must include wiring and equipment properly installed to safely supply electrical energy for lighting and appliance operation;
  6. The roof shows no signs of deterioration, buckling, damaged or missing shingles. No evidence of leaks in home.
  7. The structure of home is sufficiently weatherized. Windows and doors are in proper working condition and do not show signs of deterioration and damage.
- b. Exception to the scope of this section are items not identified in section 2-4 Standard Housing that if not repaired shall result in a health and safety concern for the homeowner or where county or township ordinance has imposed fines on homeowner for home deficiencies.

2-9. *Substandard housing* means condition(s) exist that do not meet the definition of standard housing as identified in section 2-8 Standard Housing.

2-10. *Building inspector* means an individual licensed by a state or tribal regulatory agency, or certified by a professional association related by the building inspection trade or construction trades, to perform inspections of housing and determine whether the building meets or exceeds standard housing requirements, including the application of appropriate building codes.

2-11. *Member* means an enrolled member of the Little River Band of Ottawa Indians.

2-12. *Age 18 or over* includes a member who has not yet reached the age of 18 but who has been recognized by a court of competent jurisdiction to have been emancipated and accorded all legal rights and privileges of being recognized as an adult.

2-13. *Members Assistance Department* means the office created to implement the Home Repair Program.

2-14 *Permanent resident of the household* includes all persons, of any age or relationship, living in the house for one or more months. A person residing in the house should be considered a permanent resident if they are a student at a higher education program living at the house during school breaks and holidays.

2-15. *Supporting Documentation* means included with application proof of income including current income tax returns and W2's, proof of ownership in the form of a deed, mortgage statement or land contract, current property tax and homeowners insurance. Any other documentation deemed necessary by the applicant for determining eligibility.

2-16. *Income Eligibility*. For purposes of determining whether an applicant's household income meets the criteria of a Membership Department Program, an applicant's gross income does not include the following:

- a. Payments made toward medical/dental expenses, provided that the applicant can provide proof of payment by receipt or cancelled check. The payments must be for services rendered to a member of the applicant's household or his immediate family. The

applicant must show proof of payment during the three months prior to submission of the application in order to be a valid deduction from household income.

b. Child support payments, provided the applicant can provide proof of payment by automatic deductions from his salary or where it can be proven that such payments are made in compliance with an order of a court of competent jurisdiction or with some other legal obligation. The applicant must show proof of payment during the three months prior to submission of the application in order to be a valid deduction from household income.

**Section 3. Eligibility**

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

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

<b>Table 1. Annual Income Guidelines</b>			
<b>Size of Family Unit</b>	<b>LRBOI Criteria: Percentage of FPIG</b>	<b>100% FPIG</b>	<b>LRBOI CRITERIA</b>
1	200%	\$ 9,800	\$19,600 (200%)
2	200%	\$ 13,200	\$ 26,400 (200%)
3	210%	\$ 16,600	\$ 34,860 (210%)
4	220%	\$ 20,000	\$ 44,000 (220%)
5	220%	\$ 23,400	\$ 51,480 (220%)
6	220%	\$ 26,800	\$ 58,960 (220%)
7	220%	\$ 30,200	\$ 66,440 (220%)
Family Units with 8 or more members add the difference between the value of FPIG for a family unit of 1 and a family unit of 2 for each person.			

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

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

3-2 *Home Ownership.* The registered deed interest must include the tribal member’s name. The homeowner shall reside in the home for not less than three years. In the case of a land contract, the period of the contract must be not less than 5 years. Mortgage or land contract payments shall be current and in good standing. Property taxes and home owner hazard insurance shall be current and in good standing. Applicant shall provide a copy of

current property tax statement and home owner hazard insurance policy with application.

3-3 *Providing for Elders* For the purpose of providing for Tribal Elders; where home ownership is in the name of the elder's child, assistance may be provided if the elder holds a lifetime lease; provided, however, that the homeowner must meet the requirements set forth in section 3-2, Home Ownership; and the household shall be required to meet the requirements set forth in section 3-1 Eligibility (a)(b)(c)(e).

3-4. *Proof of Income.* All applicants must identify, and verify, all forms of income for every person living in the household. This includes signed copies of current tax returns, including W-2's and all other attachments; unearned income such as social security, all assistance, retirement, and unemployment benefits. If the applicant or permanent members of the household did not file a tax return, a notarized statement explaining the reasons it was not filed must be submitted; and three (3) months proof of income earned and/or unearned prior to submission of application are required. Income can be submitted by the following;

a. Forms of income, including but not limited to;

- Employment, including gross income from self employed persons;
- Unemployment benefits;
- Workers compensation benefits;
- Disability income or benefits;
- Retirement, pension, or annuity payments;
- Social Security payments;
- Child support and alimony payments; and
- Dividends, and other investment income

b. Income eligibility determination is based on current Income Tax Return and W 2's and shall be verified as required by the Members Assistance Department. Income is verified by submission of three (3) months proof of income prior to submission of application of the following:

- Paycheck stubs; and
- Benefit payment receipts, including notices that identify the amount and duration of benefit; and
- Other sources of documents that have been independently generated or verified.

c. Every person includes members and non-members residing in the household.

d. Except for children under the age of 18, each person shall sign a notarized statement attesting that the person has no income from any resource and/or to document all income resources not identified in section 3-4 b.

e. Current income status where there is substantial loss of income maybe taken into consideration when determining income eligibility. Proof of loss in income can be submission of no less than three (3) months of current forms of income listed in 3-4 a. Substantial loss must be documented and proof of change provided. This provision does not include temporary seasonal work or decrease workload layoffs.

Applications received without the proper proof of income documentation will not be processed and shall follow section 4.5.

**3-5. Enrollment Verification.** The Members Assistance Department shall obtain verification of enrollment from the Enrollment Department for each person identified as a member on an application.

**3-6. Availability of Other Resources.** Each application shall contain an explanation, in detail, regarding the availability of other resources and why those resources were not utilized.

#### **Section 4. General Policies**

4-1. *Application Deadline.* The Members Assistance Department shall have available application packages containing application forms, regulations, and a cover sheet identifying income requirements, required supporting documents and instructions for accurately filling out applications. Application must be complete and the supporting documentation attached for an eligibility and determination review. Applications are accepted at anytime during the program year.

4-2. *List of Eligible Applicants.* The Members Assistance Department will maintain a list of applicants considered eligible. This list will include the name of the applicant, location and date. The list shall include the ineligible applicants with an explanation of the reason why the applicant are deemed ineligible.

4-3. *Notification of Completed Application.* Applicants who have satisfactorily completed the application and provided the required supporting documentation will be reviewed for eligibility and determination within 5 business days of receipt of application. The Members Assistance Department will notify applicant of eligibility determination and instructions to proceed with project by mail.

4-4. *Ineligibility Notification.* Applicants that are determined ineligible for assistance will be notified by the Members Assistance Department within 5 business days of eligibility and determination review. The ineligibility notification shall include clearly stated reasons why the applicant is ineligible, and applicant's right to appeal an ineligible determination.

4-5. *Incomplete Application.* Incomplete applications will receive written notification identifying documentation required to complete eligibility determination. Applicant will receive a notice to submit required documents to be eligible for eligibility and determination review. If documentation is not received within the ninety (90) days from notice, application will be considered incomplete and entire original contents of application and supporting documentation provided will be mailed back to applicant resulting in reapplying for assistance.

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

- a.** Priority #1 is repair to substandard homes as determined by a building inspector for an elder or physically impaired tribal member.
- b.** Priority #2 is repair to substandard homes as determined by a building inspector for households with minor children.
- c.** Priority #3 is repair to substandard home as determined by a building inspector for all other households.
- d.** Priority #4 is standard housing where there is a circumstance outside of the scope of the definition of substandard housing that if left un-repaired may pose a threat to the

health and/or safety of a permanent member of a household. i.e. handicap ramp accessibility.

4-7. *Use of Funds.* Funds will be allocated quarterly to the program from the annual budget.

4-8. *Carryover of Eligible Application to Following Month.* At the option of the Members Assistance Department carryover of an eligible application when extenuating circumstances exist can be for up to one year, into subsequent program cycles providing income, ownership, property tax and homeowners insurance has not change status. Applicant shall re-submit required supporting documentation if extenuating circumstance is longer than six (6) months.

4-9. *Sale of home.* In the event the applicant voluntarily sells or conveys the home or where an elder's lifetime lease is terminated, applicant shall notify the Members Assistance immediately. If the applicant voluntarily sells or conveys the home, or deed holder terminates lifetime lease within five years following the completion of the repairs, the assistance is voided and full amount of assistance shall be repaid to the Members Assistance Department at time of transfer of home. The Members Assistance Department shall complete an address verification review annually until five year requirement is met.

4-10. *Requests May Not Duplicate Work Performed by Other Departments.* Any services provided by another Tribal Department or entity may not be requested to be performed by an outside provider under the Home Repair Program.

## **Section 5. Limitations**

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

5-2. *Exceptions to Maximum Funding for Plumbing, Roofing, Heating or Electrical Repairs.* An applicant may exceed the maximum funding amount of \$7500 to restore a substandard home to standard condition where the total cost of repairs to plumbing, roofing, heating, or electrical systems do not exceed 25% of the cost of replacing the home and total cost of repairs does not exceed \$8500 Exception is allowable only one time.

5-3. *Accessibility.* A member may receive assistance under this program only two times within a 5 year period. This limitation attaches to both the home itself and to each adult member of the household and time period between accessing shall not be less than one year

## **Section 6. Home Inspection**

6-1. *Building Inspection.* When approved to receive assistance the applicant is responsible for contacting a local building inspector for an inspection to determine the extent of repairs required to correct substandard condition/s. The Members Assistance Department shall have available an inspection check list for inspector to use or inspector may use an equivalent document. The building inspector must submit the inspection report to the Members Assistance Department.

6-2. *Payment for Home Inspection.* The applicant will submit to the Members Assistance Department documentation of the building inspector's qualifications with the proposed charge for the inspection. Upon approval by the Home Repair Department, the applicant will arrange for

a building inspection. The building inspector must directly invoice the Tribe for an amount not to exceed the pre-approved charge for services.

6-3. *Repair Standards.* The contractor and applicant will adhere to the local and state building codes and ordinances. Contractor will be responsible for securing building permits when required. Contractor shall provide material and work warranty to applicant. Applicant is responsible for retaining copy for their records.

## **Section 7. Bid Process**

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

7-2. *Responsibility for Obtaining Bids.* The applicant is responsible for obtaining three (3) bids from licensed contractors. Bids are to include payment arrangements, cost break down of materials, permits and labor. It is the responsibility of the homeowner to retain a copy of the bids for their records.

7-3. *Qualification of Bidders.* All contractors working on a project under this program shall be licensed or certified to perform that type of work. All contractors, subcontractors working on a project shall provide documentation identifying license or certification, submit a W-9 form for accounting purposes and proof of insurance to cover any project liability. Contractor is to provide copies of *any* subcontractor proposal/ bids attached to the project to the Membership Assistance Department. Contractors shall carry no less than \$300,000 liability insurance.

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

- a. The applicant or permanent member of the household has the license or certification necessary for the type of work to be conducted; and
- b. There will be a substantial savings in the cost of the project by allowing the applicant or permanent member of the household to complete the project work.

7-5. *Bid Acceptance.* Upon receipt of three bids from qualified bidders, the Home Repair Department will compare the bids and accept the proposal that most accurately represents completion of the scope of work in a timely and professional manner consistent with the *Purchasing and Procurement Regulation, # R100-01:AC-01*. In the event the cost of the project exceeds the maximum amount of assistance available in this program, the applicant shall submit a written statement to the Members Assistance Department detailing the resources to cover the excess amount. The amount paid by applicant will be noted in the Independent Contractors Agreement.

7-6. *Notification of Repair.* Upon acceptance of bid, an Independent Contractors Agreement shall be signed by applicant and contractor. The Members Assistance Department shall retain original Independent Contractors Agreement. A copy of the Independents Contractors Agreement shall be available to each party at signing. At no time shall the applicant or contractor revise an approved bid. Any unapproved deviation from an accepted bid shall be at the applicants’ expense. An addendum to the original bid must be documented and submitted to the

Members Assistance Department before execution of addendum. The Members Assistance Department may approve or deny the addendum. Addendums shall not exceed 10% of the original bid, contain valid reasons for addendum and total amount for project. Amount shall not exceed the program maximum amount of assistance available.

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

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

## **Section 8. Payment to Contractor**

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

- a. Partial payments will not exceed 50 percent of the value of the completed work.
- b. The contractor will not receive final payment until the applicant signs a satisfaction sheet and a final determination is made regarding the compliance of the work with all contract requirements by a building inspector.
- c. No moneys will be granted directly or sub-loaned to the applicant.
- d. The applicant must complete a survey regarding the performance of the contractor(s) and agree that the repair was successfully completed.

8-2. *Responsibility; Liability.* The applicant assumes all responsibility for timely and satisfactory completion of the home repair project. Liability arising from an incomplete or unsatisfactory home repair project lies with the applicant and the contractor. Applicant may communicate unsatisfactory work situation to the Members Assistance Department. Building Inspector may validate unsatisfactory work situation. Final payment will not be paid to contractor until **Section 8-1 b** is satisfactory completed.

## **Section 9. Adoption; Amendment; Repeal**

9-1. *Adoption.* This Chapter is approved by the Tribal Ogema on \_\_\_\_\_ and approved by the Tribal Council on \_\_\_\_\_ by adoption of resolution # 06-1108-759.

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

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

9-4. *Compliance.* In regards to compliance with this regulation, substantial compliance with the



‘spirit’ of this regulation rather than complete compliance is acceptable.

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

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