

Housing Authority of the Sac and Fox Nation



Low Rent Admissions and Occupancy Policy

Approved by the Board of Commissioners of the Housing Authority of the Sac and Fox Nation on: Nov. 21, 2016, Resolution #2017-02; Revised Version approved by BOC: August 5, 2019 Resolution #2019-47.

POLICY STATEMENT

The governing body of the Housing Authority of the Sac and Fox Nation (HASFN) recognize the need to develop a program that provides assistance to low income tribal members whose needs cannot be met through the existing housing programs. This program is created to supplement existing HASFN housing stock by providing rental assistance to eligible families. HASFN will implement the Low Rent Housing Program in a manner consistent with the overall mission of the HASFN.

This Low Rent Admissions and Occupancy Policy is designed to serve as:

- 1) A guide regarding participant eligibility, admission, selection and occupancy standards;
- 2) A system to provide consistent, equitable and uniform treatment of clients and applicants; and
- 3) A basis for decision-making by officers and staff of the Housing Authority of the Sac and Fox Nation.

I. GENERAL REQUIREMENTS

1) Introduction

The Board of Commissioners of the Housing Authority of the Sac and Fox Nation (BOC) hereby enacts this Low Rent Admissions and Occupancy Policy (Policy) in order to provide decent, safe, sanitary and affordable housing to low-income Native Americans living or intending to live within its housing service area.

2) Compliance with Applicable Law

This Low Rent Admission and Occupancy Policy shall be implemented and may be conformed to comply with applicable provisions of the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, as amended, the rules and regulations of the United States Department of Housing and Urban Development (HUD), and other applicable tribal, state, and federal laws. This Policy shall not be construed or applied to prevent the HASFN or Nation from complying with the terms and conditions of any federal grant or contract, including any rules or regulations applicable to HUD-assisted programs.

3) Tribal Preference

Enrolled members of the Sac and Fox Nation (Nation) will receive preferential consideration in the allocation of housing services and other resources under this Program in compliance with the Nation's Indian Housing Plan and this Policy.

4) Sovereign Immunity

The HASFN retains all governmental immunities associated with its sovereign status. The HASFN subsidiaries, employees, officers, and agents shall share in its sovereign immunity from suit. The HASFN does not waive its sovereign immunity in any respect, and this Policy shall not be construed as such waiver.

5) Interpretation and Applicability

This Policy supersedes and replaces any and all ordinances, policies, laws, or resolutions regarding the operation of the Low Rent Housing Program. This Policy applies to all low rental projects of the HASFN including the Wikipapi Apartment Complex, provided that no change in the rent for continuing participants shall take effect until ninety (90) days after the Effective Date of this Policy or completion of the Participant's recertification process, whichever period is later.

6) Notice

All continuing and incoming program participants shall receive a copy of this Policy and shall acknowledge receipt in writing. The HASFN shall post a copy of this Policy in the lobby of the HASFN office and at the Sac and Fox Nation Tribal Headquarters.

7) Definitions – Appendix A

II. Limitations

1) Status of Program Participant

Program participants are considered Lessees and do not acquire any legal or equitable interests in the unit or other attributes of homeownership. This Policy and any Lease Agreement executed pursuant thereto shall not be construed as a land contract, contract for deed or constructive mortgage.

2) Disposition of Unit Upon Death, Divorce or Change in Household Composition

In the event of death, divorce, or abandonment of the unit by the head of household, there is not right of succession to the Lease Agreement. In such cases, the HASFN shall have the absolute right and discretion to transfer or reassign units in the best interests of the Program and Nation. The HASFN retains the absolute right and discretion to reassign the unit to another party authorized to occupy the premises and such decision shall be final and binding. In order to maintain continued occupancy, at least one member of the household must be enrolled in a Federally-Recognized Tribe or State-Recognized Tribe.

3) Remedies of the HASFN

In the event that any participant fails to comply with any provisions of this Policy, the HASFN may terminate participation in the Low Rent Housing Program pursuant to the provisions in the Collections and Evictions Policy and applicable laws governing landlord/tenant relationships.

III. ELIGIBILITY REQUIREMENTS

1) Participant Eligibility Criteria.

- a) The applicant must qualify as a family (includes family with or without children, an elderly family, a near-elderly family, a disabled family or a single person).
- b) The applicant must be a duly-enrolled member of a federally-recognized Indian Tribe and possess a tribal enrollment card. To maintain continued eligibility for Program participation, the head of household must be an enrolled member of a Federally-Recognized Tribe.
- c) The applicant must be at least eighteen (18) years of age.
- d) The applicant must qualify as a low-income family, whose income does not exceed eighty percent (80%) of the national median income, as set by HUD at the time of application. Income limits are established by HUD, adjusted for family size and updated on annual basis. Income verification shall not be more than six (6) months old at the time of move-in.
- e) The applicant must meet minimum income guidelines at the time of application (minimum, income guidelines are attached as Appendix B to this Policy and are incorporated herein by reference), provided that continuing participants shall not be subject to this requirement.
- f) The applicant must have enough income to meet the financial obligations of Program participation at the time of preliminary counseling of a unit offer.
- g) The applicant must be ready, willing and able to meet all obligations of participation in the Program, including but not limited to financial and maintenance obligations.
- h) The applicant must intend to use the unit as his/her principal residence throughout the term of the lease.
- i) The applicant must publicly disclose any conflicts of interest arising from an immediate, biological family relationship to any HASFN employee, Board member, and Business Committee member at the time a unit is offered.
- j) The applicant and/or spouse of the applicant must demonstrate a satisfactory record of prior rental history.

2) Computation of Income

The applicant's annual income shall be determined by estimating anticipated total income from all sources received by any and all household members, either in their own names or on behalf of another household member. Income attributable to any and all household member(s), excluding children under the age of eighteen (18), shall be included in the total household income.

3) Non-Low-Income Applicants

A family with an income of 80%-100% of the median income range may receive housing assistance only in accordance with 24 CFR 1000.110 and with the prior of approval of the Board. HUD approval is required if the HASFN plans to use more than 10% of its annual grants amount for such assistance or to provide housing for families with income over 100% of median income

4) Ineligible Applicants; Participant Exclusion Criteria

- a) Ownership or acquisition of an additional residence that is decent, safe, and sanitary before or during occupancy of a Unit shall disqualify an applicant or participant from the Program.
- b) If the applicant and/or household member(s) owes a debt to the HASFN or to any public or Indian Housing Authority, the applicant shall not be eligible for participation in the program until all monies are paid in full as documented.
- c) The HASFN, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the applicant and/or any adult household member(s):
 - i. Have been evicted from any public and Indian Housing Authority or private rental property;
 - ii. Have previously abandoned, relinquished and/or damaged a unit owned by this or another tribal housing authority;
 - iii. Owes a debt to the HASFN or Tribe for past-due rent or damages to a program unit;
 - iv. Owe debts incurred from prior occupancy of a unit at any other Housing Authority or private rental property;
 - v. Have a history of conduct which would be detrimental to the Program or other residents; and/or
 - vi. Have been implicated in or convicted of, any crime related to drug use or distribution, child abuse, or domestic violence;
 - vii. At no times will any exceptions be made for a person who has been convicted of sexual related crimes.

Such applicant(s) shall be referred to the Board pursuant to Section III.4.e below.

- d) In order to evaluate the detrimental effect an applicant's conduct may have on the program or other residents, the HASFN may conduct personal or telephonic interviews of reliable sources (including the applicant during a home visit, current and previous landlords and employer(s) and research court records. The HASFN staff shall document the name and title of any source contacted and summarized the information received. **The applicant and other adult household members must consent to a criminal background check before and during the period of occupancy.** The applicant, by applying for program participation, consents to the HASFN's investigation regarding his or her:
- i. Past performance in meeting financial obligations, especially rent;
 - ii. Compatibility with neighbors;
 - iii. Treatment of lease property;
 - iv. Living or housekeeping habits;
 - v. History of criminal activity; and/or
 - vi. Other past conduct which may adversely affect the health safety, or welfare of other residents.
- e) In the event that adverse background information is discovered during the verification process, the appropriate HASFN staff member in their sole discretion shall determine whether the applicant is suitable for program participation. The Executive Director may consider factors which indicate a probability of favorable future conduct of financial prospects, such as: evidence of willingness to attempt to increase income and availability of training or employment programs in the locality. Applicants who are determined to be ineligible for Program participation may appeal the denial of service according to the Grievance Policy of the HASFN.

- 5) Selection of applicants pursuant to this Policy is dependent upon the availability of an appropriately sized unit in accordance with Section IV, below.

IV. APPLICATION PROCEDURES

- 1) **Application Requirement.** The application is the basic record of each family applying for admission to the program. The form of application set forth at Appendix C of this Policy hereby is adopted and incorporated by reference. Each applicant is required to provide any and all information requested and to sign application form and supporting documents. All information and statements made by the applicant are subject to verification. The HASFN may request any information from the applicant that the HASFN deems necessary to establish suitability for program participation.

Providing false statements renders the Applicant ineligible. Incomplete applications will not be accepted.

2) Application Procedure.

- a) Applications are accepted by the Intake Clerk. Each application shall reflect the date and time received. Copies may be provided to the applicant upon request.
- b) All adult household members must sign an authorization for release of information, which is required for third party verification.
- c) In the event it is determined that an applicant has an immediate family tie to any HASFN employee, Board Member, or elected tribal official, the HASFN will publish a “Public Disclosure” in accordance with its Conflict of Interest Policy.
- d) If requested by the HASFN, the applicant must allow HASFN staff to conduct a home visit at the applicant’s residence for purpose of inspection of the applicant’s housekeeping and maintenance of that residence and for a brief interview related to basic eligibility requirements.
- e) The application and all information relating to the family’s eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
 - i. **“Eligible”** – Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
 - ii. **“Ineligible”** – Applicant has not met initial eligibility requirements and/or has been determine to be ineligible for the program; or
 - iii. **“Inactive”** – Applicant has not updated the application and has been removed from the waiting list according to Section IV.5, below.
- f) If during the application intake and screening verification process it is determined that the applicant is ineligible for program participation, sufficient information and findings pertaining to the denial of services will be documented for the file. The HASFN shall notify the applicant within thirty (30) days of the date of denial. The notice shall specify the grounds for denial of service and notify the applicant of their right to appeal the decision according to the Grievance Policy of the HASFN.

3) Verification and Documentation of Application Information

Information submitted by each applicant shall be verified in order to ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each application shall provide the following documents and information to substantiate his or her Indian status, identity, income and other conditions of eligibility. Each applicant shall provide:

- a) The Sac and Fox Nation of Oklahoma tribal membership card or tribal enrollment card of the applicant and all household members who possess such identification (if applicable);
- b) Social Security cards and state-certified birth certificates for all household members.
- c) Proof of Income in the form of:
 - i. Statements or award letters from agencies documenting unearned income (including but not limited to Social security, General Assistance, Retirement, Unemployment Benefits, Department of Human Services Assistance, Oil and Gas Royalty, and Veterans benefits;) and/or
 - ii. Certified statements from self-employed persons or persons who earnings are irregular, setting forth gross receipts, itemized expenses and net income.
 - iii. Employee income verification or other verification of earned income for all adult household members. Copies of check stubs must be current and within the past sixty (60) days.
 - iv. Signed, notarized declaration of unemployment for any and all adult household members who do not have earned or unearned income;

4) Waiting List

- a) Waiting lists shall be approved by the Board and maintained for the Low Rent Program. After Board approval, all eligible applicants will be placed on the waiting list according to the selection preference set forth in Section V of this Policy and to the designated unit size and location.
- b) The waiting list shall be updated on a monthly basis. Any applicant wishing to be removed from the list or added to a different list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section IV.E, below.

5) Application Updates

Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is the responsibility of the applicant and not the HASFN. Applicants who have not updated their applications within one year of the original application date will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date. Inactive applications and supporting documents will be discarded after three (3) years.

V. SELECTION OF PARTICIPANTS

1) Preference Categories and Point System.

The HASFN shall allocate program assistance to the qualifying applicant(s) receiving the highest number of points as outlined in Appendix D of this Policy.

- a) Indian Preference: The HASFN shall extend preference as follows, provided that an applicant-household may not receive priority consideration under more than one category of tribal preference:
 - i. First Preference shall be given where the applicant(s) is an enrolled
 - ii. Second Preference shall be given where the applicant is a member of a Federally-Recognized Tribe.
- b) Other Preferences with Preference Groups: Other preferences include, but shall not be limited to:
 - i. Elderly and/or Disabled. If the applicant or his/her spouse is elderly and/or disabled, the household shall receive priority consideration in accordance with Appendix D of this Policy. For purpose of this Policy, elderly means and refers to persons who are sixty-two (62) years of age or older. “Disabled” means and refers to any person who has a physical or developmental disability as defined in Appendix A.
 - ii. Near-Elderly. If the applicant or his/her spouse is near-elderly. The household shall receive priority consideration in accordance with Appendix D of this Policy, provided that the household does not qualify for priority consideration based on elderly and/or disabled status. For purposes of this Policy, near-elderly means and refers to persons who are at least fifty-five (55) years of age;
 - iii. Veterans. If the applicant or his/her spouse is a Veteran, the household shall receive priority consideration in accordance with Appendix D of this Policy.
- c) Subtraction of Preference Points. Where applicable, the HASFN shall deduct points from Applicants in accordance with Appendix D of this Policy.
- d) Preference Among Applicants with Same Ranking Score. In the case of two or more Applicant-households have equal preference, the date and time the complete application was received by the HASFN shall determine which applicant-household is selected.
- e) Incoming Applicants about Preferences. The HASFN shall inform all applicants of the preferences set forth in Appendix D and shall give applicants an opportunity to demonstrate that they qualify for such preferences.

2) Notification of Selected Applicants.

The HASFN shall notify applicants who are selected for program participation in writing. The notification shall include, at a minimum, the following information:

- i. A statement that the family has been documented as eligible for participation in the Low Rent Housing program, subject to a final update of the applicant's eligibility materials (if changes are reported, such changes will be verified to determine the effect, if any, on the applicant's eligibility, preference rating, payment and unit size qualification);
- ii. If applicable, the time and place for training activities and execution of the Lease Agreement;
- iii. The address of the unit; and
- iv. Notification that the family has five (5) business days from the date of receipt of the notice to respond to HASFN, either by accepting or rejecting the unit offered.

3) Rejection of Offer.

The HASFN offers units based on its selection preferences and the preferences of the applicant (i.e. location, size of unit, etc.). The applicant may reject the offer of the HASFN, but the HASFN will deduct preferences points in accordance with Appendix D of this Policy. After three (3) rejections, the applicant will be removed from the waiting list and determined ineligible for a period of one (1) year. Such applicants may re-apply for assistance under the program after expiration of the one year waiting period.

VI. OCCUPANCY; LEASE AGREEMENT

1) Method of Determining Household Size.

Every household member regardless of age shall be included by name on the application and counted as a person for purposes of applying the occupancy standards set forth in Section VI.2 of this Policy.

2) Exclusive Use

The unit is intended for the exclusive use and occupancy of the participant(s) and any household members who are listed on the Lease Agreement. Guest or visitors of the participant may be accommodated no longer than a period of two (2) weeks. "Guests" means a person in the unit with the consent of the participant. If any visit will extend beyond two (2) weeks, the participant must notify the HASFN of the reasons for the extended visit and the duration of the visit. Any participant who harbors guests in excess of two (2) weeks without permission of HASFN will be subject to termination of participation in the Program according to the HASFN Collections and Evictions Policy.

3) **Occupancy Standards**

To avoid overcrowding and prevent waste of space, units shall be assigned in accordance with the occupancy standards set forth, except that such standards may be waived by the Executive Director when necessary to achieve and maintain full occupancy or to comply with the preference provisions set forth in Section V above. Dwellings will be assigned so not to require use of the living room for sleeping purposes.

Number of Bedrooms	Number of Persons	
	Minimum	Maximum
1	1	2
2	2	4
3	3	6
4	4	8

4) **Lease Agreement**

A lease agreement shall be executed by the Executive Director (or his/her designee) and the participant(s). The adult tribal member(s) who qualified for program participation shall sign the Lease Agreement as the head(s) of household in the form included in Appendix E of this Policy. The participant shall receive a signed copy of the Lease Agreement, and the original shall be retained by the HASFN in the tenant's file.

5) **Commencement of Occupancy**

Selected applicants must take possession of the assigned unit within thirty (30) calendar days of the date of the response to the notice of availability or forfeit their eligibility to occupy that unit. Applicants who notify the HASFN within ten (10) business days of defaulting letter under this section shall be returned to the waiting list without further penalty. Failure to execute the lease agreement, to secure utility service or to take occupancy of an assigned program unit may constitute grounds for termination in the program. The participant shall be responsible for any damages or loss of property during the move in period.

6) **Security Deposit**

No security deposit is required for the Low Rent Housing Program. Any deposit paid prior to the effective date of this Policy shall be applied to the payment of the participant's rent.

7) **Reasonable Accommodation of Handicap or Disability**

a) **Policy Statement**

The HASFN will provide reasonable accommodations, including modifications, when requested and subject to limitations set forth in Section VI.7.e below. In addition, the HASFN will make reasonable accommodations in its rules, policies, practices, and/or services, including physical modifications, when such accommodation may be necessary to afford a person with a disability the equal opportunity to use and enjoy any unit. The HASFN also will ensure that individuals with visual, speaking, and/or hearing impairments can communicate effectively with the HASFN.

b) Procedure for Requesting a Reasonable Accommodation to the Unit

The participant shall inform the HASFN in writing if there is any need for a reasonable accommodation of housing policies, benefits or services related to a physical or mental impairment that substantially limits one or more life activities of the participant or a permanent household member. **It is the participant's responsibility to request a specific, reasonable accommodation to the unit whenever such accommodation is needed.**

c) Verification of Disability-Related Need for Accommodation

In response to a request for a reasonable accommodation, the HASFN may request any information necessary to establish the disability-related need for the accommodation if the requestor's disability or need for an accommodation is not readily apparent or known. In such cases, the Participant shall provide disability-related information that:

- i. is necessary to verify that the person's condition meets the definition of a disability (defined herein as a physical or mental impairment that substantially limits one or more major life activities);
- ii. describes the needed accommodation; and
- iii. shows the relationship between the person's disability and the need for the requested accommodation.

Verification of the disability-related need for the accommodation may be provided by a medical professional or medical service provider; peer support group; non-medical service agency; Social Security Administration; Veterans Affairs Administration; and or any other authority recognized under applicable governing law.

d) Service Animals

The HASFN shall permit Participants to have service animals as a reasonable accommodation to its practices and policies. Rules and

regulations for service animals are set forth in the HASFN's Pet Policy. **Wikiyapi Apartment Complex prohibits pets of any kind as stated in Section VIII.7.a and Section VIII.8.e.**

e) **Limitations**

The HASFN is not required to provide an accommodation if such accommodation will:

- i. impose an undue financial or administrative burden on the HASFN; and/or
- ii. result in a fundamental alteration of the nature of the Program.

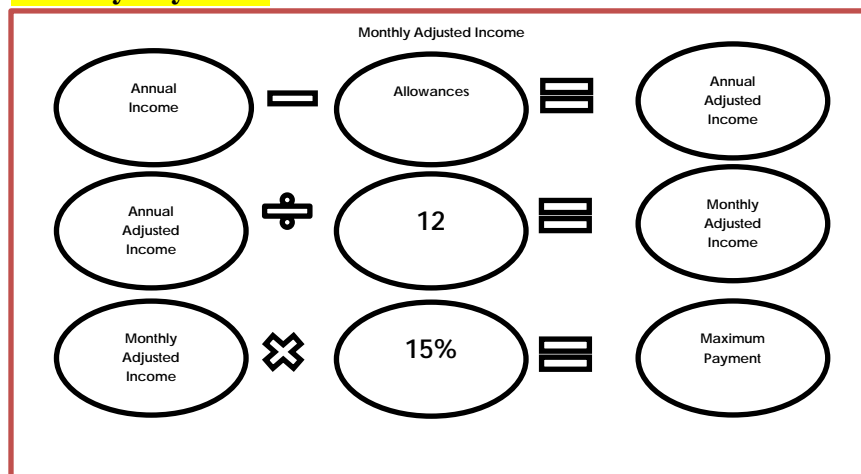
A request for reduced rent payments is not a reasonable accommodation.

8. Lease Termination by the Participant

The Participant may terminate the Agreement, provided that fifteen (15) business days' advance notice is given **in writing** to the HASFN. A move-out inspection shall be conducted within three (3) business days of termination of occupancy. Participants, who move out of their assigned unit without conveying proper notice to the HASFN, will be considered to have abandoned the premises and may be responsible for damages sustained by the unit while vacant and/or any legal fees or costs incurred by the HASFN to regain possession of the unit.

VII. COMPUTATION AND COLLECTION OF PAYMENTS

1) Monthly Payments.



The monthly base rent payment of the participant shall equal fifteen (15%) of the participant's household adjusted gross income, and will not exceed thirty (30%) of the adjusted monthly income according to NAHASDA Regulations, provided that a

low-income household's lease payment shall not exceed the Maximum Rent established in Section VII.2 below.

- a) **Ceiling Rent.** The Board has established ceiling rents which apply to all rental units with the exception of those occupied by enrolled Sac and Fox Nation tribal members and elderly/disabled families. Ceiling Rents have been established for enrolled Sac and Fox Nation Tribal members as well as ceilings rent for near elder, elderly or disabled tenants, in accordance with NAHASDA Regulations. Ceiling rent is as established in Appendix B.

2) Forms of Payment.

Participants shall make monthly payments in the form of check, credit/debit cards, cashier's check, money order, and check. **The HASFN will not accept payments in the form of cash.**

- a) Personal delivery to the HASFN office located at:
201 N. Harrison Street
Shawnee, OK 74801
- b) By deposit in the drop box located on the south side of the HASFN office. Payments left in the drop box are to be in the form of check, cashier's check, or money order.
- c) By phoning in the HASFN office between the hours of 8:00AM and 4:30PM, Monday through Friday to pay by credit/debit cards.

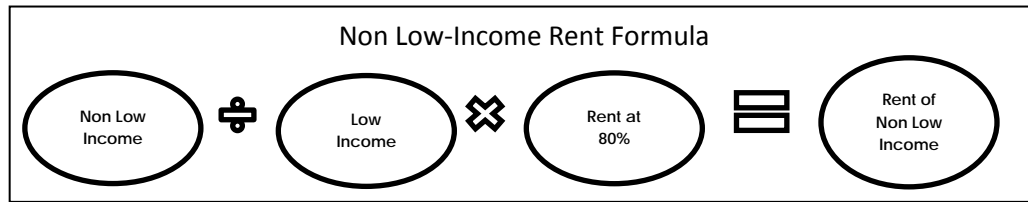
3) Partial Payments.

Participants shall make all payments in full. Payments or receipt of payments less the amount stated in the determination/recertification of rent shall be deemed to be nothing more than a partial payment on the month's account. The HASFN's acceptance of any such partial payment does not constitute a waiver of the HASFN's rights to collect the remaining balance in full.

4) Non-Low Income Family Monthly Payments

The rent to be paid by a non-low-income family cannot be less than [income of non-low-income family/income of family at 80 percent of median income] times [rental payment of family at 80% percent], but need not exceed the fair market rent or value of the unit.

Calculating rental payment for Non Low-Income families: divide their income by eighty (80%) percent of the median income. Multiply that number by amount of monthly rent for low-income family. This amount is *minimum monthly payment*.



5) **Repayment Agreements.**

Repayment agreements are discouraged. The HASFN may, but is not required to, authorize a Repayment Agreement in the event of nonpayment of rent. **Installment payments are subject to the Collection and Evictions Policy.**

6) **Zero Income Determination.**

Participant must have household income sufficient to meet any and all financial obligations of the program at all times. If the Participant experiences a verified loss of income that would cause the Participant's monthly rent payment to fall below \$25.00, the rent may decrease per month for a period of ninety (90) days. During this 90-day period, the Participant will be required to attend monthly meetings with HASFN staff in order to review the Participant's income status and his/her efforts to increase household income. If the Participant is unable to increase his/her income during this period, participation in the program shall be terminated thirty (30) days from the expiration of the 90-day period. If such income loss is reported by a participant more than once in a 12 month period, this constitutes grounds for termination of participation in the program.

7) **Compliance Reward Program**

On-time payments are encouraged and come with an incentive. If tenants consecutively make 11 timely (without late fee) monthly payments, must be in compliance with HASFN rules and regulations, and must not be on a payment agreement within the 12 months, the HASFN will waive the 12th payment.

VIII. RULES AND CONDITIONS OF CONTINUED OCCUPANCY

1) **Participant Code of Conduct.**

All Participants, household members, and guests must comply with all rules and regulations affecting the use or occupancy of the premises and abide by applicable governing law, including but not limited to:

a) **Principal Residency Requirement.**

Program participants are required to use the unit as their principal place of residence. Participants shall not sub-lease or transfer possession of the

unit, nor give accommodation to boarders or lodgers. A unit which has been unoccupied for a period of **fourteen (14) days or more** may be determined to be abandoned and in violation of this Policy.

b) Maintenance/Repairs

The participant shall provide the basic upkeep of the unit, keeping it in an acceptable condition at all times. Participants shall report any maintenance needs and/or problems immediately to HASFN. **The Participant agrees that HASFN will be permitted to enter the unit for the purpose of performing routine maintenance and for making improvements and repairs.** Work orders requested by Participants shall be accommodated by HASFN Maintenance Staff within 24 hours. Participants who refuse to permit HASFN to access the unit to complete a work order, or who do not show up for scheduled appointments with HASFN maintenance staff, shall be charged a return trip charge in the amount of \$25.00. Participants shall comply with the housekeeping standards set forth in Appendix F of this Policy. Participants shall notify the HASFN promptly of all known needs for repairs, insect/rodent extermination, and of any known unsafe conditions on the premises or grounds, which may either lead to damage or injury. **All repairs shall be performed by HASFN maintenance staff ONLY.** Under no circumstances will the Participants be permitted to perform the repairs. Participants are responsible for the cost and completion of any repairs to correct any damage caused by the Participants, their household members and/or guests, including but not limited to damage resulting from failure to report maintenance problems or from poor housekeeping practices. Any appliances provided with a unit shall remain the property of the HASFN. Instances of serious abuse or misuse of a unit by a Participant may constitute grounds for termination of participation in the Program.

c) Utilities

The Participant shall activate and pay any required deposits for utility services (including, but not limited to, water, gas, and electricity) in the Participant's name prior to occupancy. Documentation of such services shall be provided to the HASFN at the time the lease is executed. Disconnection of utility services to the unit for a period in excess of ten (10) days constitutes grounds for termination of participation in the program.

2) Conduct Prohibited.

Participants are responsible for the actions of occupants of their home, as well as guests. Participants shall comply with applicable governing law at all times, including HASFN policies, Sac and Fox Nation tribal laws, and /or applicable municipal laws. Participants may be held financially responsible for any damages caused by household members or guests. All participants, household members, and guests shall not:

- a) Use, cause to be used or allow any part of the unit to be used for any unlawful conduct or purposes.
- b) Disturb the peace of the community or disturb or harass other program participants.
- c) Cause unreasonably loud noises or disturbances, especially between the hours of 10:00pm and 9:00am.
- d) Leave their children unsupervised in the unit or common areas within the community.
- e) Engage in domestic violence.
- f) Appear drunk or intoxicated in public or common areas within the community.
- g) Possess, consume, or distribute illegal drugs, drug paraphernalia or any other controlled substances, or engage in any drug-related criminal activity. **This includes the possession, consumption, and distribution of medical marijuana. Medical marijuana is stated as a Schedule I Controlled Substances with the Controlled Substances Act.**
- h) Use firearms, pellet, or BB guns, paintball guns, bowie knives, daggers or other deadly instruments.
- i) Keep or use anything of a dangerous, inflammable or explosive character that might unreasonably increase the danger of fire on the premises or that might be considered hazardous by any responsible insurance carrier.
- j) Destroy, deface, disturb, remove, or interfere with the use of any structure, unit, building, or other property (real or personal) of the HASFN, the Nation, or other Program Participant.
- k) No smoking and the use of prohibited tobacco products in all housing units, interior common areas, and outdoor areas within 25 feet from public and administrative offices. Prohibited tobacco products are defined as items that involve the ignition and burning of tobacco leaves, such as cigarettes, cigars, pipes, and water pipes (also known as hookahs).(HUD PIH 2017-03: The rule does not prohibit smoking by residents, it requires that residents who smoke do so at least 25 feet away from buildings.)

3) Use Restrictions.

All Participants, household members, and guests must abide by the following restrictions on property use.

- a) **Business Use of Unit.** The Participant may not operate a small business.
- b) **Structural Modifications.** The unit is the property of the HASFN, and no structural modifications or major improvements (including interior or exterior painting) are allowed.
- c) **Public Nuisances.** Participants shall keep the premises in a clean and sanitary condition and shall not create or permit any unsightly conditions or offensive activity. Participants shall comply with all applicable codes and ordinances of the local governments wherein the unit is located. Participants shall not store boats, jet-skis, trailers, and/or recreational vehicles on the premises or common areas. Unlicensed, inoperable and wrecked vehicles or household appliances on the premises or common areas are specifically prohibited. No swimming pools (other than wading pools) or trampolines are allowed on the premises, except for wading pools not exceeding six inches in depth. The HASFN may monitor the condition of the unit through periodic inspections and drive-bys. A car must have a valid license plate or it will be considered a junk car and the participant will be required to remove it from the property. Inoperable vehicles may be impounded or towed after an issuance of a citation of 10 day notice. The expense of such removal shall be assessed against the Participant. The Participant will be charged for damaged caused by oil or fluid spills and any lawn damaged due to vehicle removal.
- d) **Temporary Structures.** No structure of a temporary character (including but not limited to trailers, tenants, shacks, garages, or barns) may be used at any time as a residence, either temporarily or permanently. Additionally, no portable or prefabricated building or dog pen shall be located on any lot of the HASFN. Residents shall not alter their rental unit, patio, or rental unit area in order to create an enclosure for any pet. The HASFN shall not be responsible for damage that may occur to storage buildings that the Participant places on tribal property.
- e) **Garbage and Refuse Disposal.** Participants shall not burn or permit the burning of garbage or other refuse, nor accumulate or permit the unsightly accumulation outdoors of such refuse or garbage.
- f) **Yard Maintenance; Improvements.** Participants shall remove toys, bicycles and other objects from lawn areas so that yards may be mowed.

Participants who do not permit yard maintenance workers to have access to lawns for maintenance services shall be charged a return trip fee in the amount of \$25. No fence, wall, garden, pond, or other modification may be erected in yards or common areas.

- g) **Common Areas; Roads.** Participants, household members, and guests shall not evade speed bumps, drive through yards, or otherwise operate their motor vehicles in an unsafe manner. All-terrain vehicles, “four-wheelers”, and dirt bikes may not be operated on yards, roads, or common areas. Tampering with manhole covers, street lamps, and security cameras/lights is specifically prohibited.

4) **Inspections.**

The HASFN may periodically inspect the unit and grounds. The Participant shall facilitate such inspections, as follows:

- a) **Initial Move-in Inspection.** At the time of initial occupancy, a move-in inspection shall be conducted by a HASFN representative and the Participant. The head of household or his/her spouse shall be present at the initial inspection. At the conclusion of the initial inspection, the Participant shall sign an inspection report detailing any deficiencies in the unit.
- b) **Recurring.** The HASFN will conduct inspections on a **semi-annual basis**, which will include the interior, exterior and adjacent grounds of the unit. The HASFN may require more frequent housekeeping inspections for residents with pets and/or known compliance issues. The Participant shall be provided with written notification of the scheduled inspections at least ten (10) business days prior to the date of the inspection. The Participant, or a representative over the age of 18, shall sign and receive a copy of the inspection report.
- c) **Opportunity to Cure Deficiencies.** If the inspection reveals any deficiencies in the condition of the unit, the Participant shall be given thirty (30) days to correct the specific identified deficiencies, at which a follow-up inspection shall be scheduled.
- d) **Follow-Up Inspection.** The HASFN shall conduct a follow-up inspection to determine if the specific deficiencies identified in a previous inspection have been corrected, and the Inspector shall review only those identified deficiencies. The Participant shall be notified in writing, and given the

opportunity to be present at the inspection. If the Participant has not corrected the specific deficiencies noted in the previous inspection, the lease agreement may be terminated in accordance with this Policy, or the HASFN may perform the necessary work and charge the Participant for the repair of any damages caused by the Participants or his/her guest(s).

e) **Move-out Inspections.** Upon termination of participation in the Program, a move-out inspection will be conducted.

f) **Other Inspections.** The HASFN may inspect the unit at any other time for any reasonable purpose. The HASFN shall provide the Participant(s) with prior notice of the inspection when possible under the circumstances and shall use its best efforts to minimize any disruption or inconvenience to the Participant(s).

5) **Counseling/Continuing Education.** Participants may be required to participate in ongoing education programs regarding maintenance obligations, financial responsibility and other aspects of Program participation or preparation for homeownership. Attendance is mandatory for all counseling sessions scheduled by the HASFN and participation in such programs is a condition of continued occupancy.

6) **Insurance.** The HASFN shall provide required insurance on the unit structure, including fire and extended coverage. The Participant shall report all damages to the unit in a timely manner for claims processing. The HASFN's insurance coverage does not include damages to the Participant's personal property and/or the contents of the unit. The Participant may obtain insurance for personal property/contents at his or her own expense.

7) **Animals.**

a) **Special Provisions ONLY Applicable to Wikipapi Apartment Complex.** Residents of the Wikipapi Apartment Complex shall not possess pets of any kind.

b) **Pet Policies for Other Low-Income Housing Projects.** Common household pets that do not exceed twenty-five (25) pounds in weight or 15 inches in height (up to the shoulder) at maturity may be allowed for residents of rental projects other than the Wikipapi Apartment Complex, provided that no more than two (2) pets over the age of two (2) months are allowed per household (other than fish). The HASFN may rely upon

information provided by the Dog Breeder Information Center website regarding size and weight standards. Any household pets over the age of six (6) months must be vaccinated for rabies and spayed/neutered at the Participant's expense and copies of such documents must be provided to the HASFN. Dogs must be registered with the local licensing authority; compliance with local municipal animal control ordinances in all respects is required. Permitted household pets are limited to domesticated dogs, cats, turtles, small caged animals (i.e., guinea pigs, hamsters, gerbils) and fish aquariums (aquariums may house fish, turtles, rats, mice or tarantulas). Each aquarium of fish will count as one pet for purposes of this Policy. No livestock, poultry, reptile or barnyard animal of any kind shall be kept on the premises or common areas. The possession of a pet is a privilege, which may be revoked in the event that the pet presents a threat to the health, safety, welfare or property of other residents or HASFN staff. **SEE HASFN Pet Policy for further information.**

- c) **Application Procedure.** Pet owners must complete the pet application and provide a current photograph of the animal(s). No pet shall be brought onto the premises until an application for a pet permit has been approved and the pet deposit has been paid in full. If it is found that a pet has been brought onto the premises without the submission of the application and a paid pet deposit, the privilege of having a pet may be revoked immediately and may constitute grounds for immediate termination of participation in the Program.
- d) **Pet Deposit.** Pet owners shall pay a deposit in the amount of \$200.00 per pet, which is non-refundable. **Cleaning and/or damage costs in excess of the \$200.00 deposit will be assessed to the Resident's tenant account.** No refund of the pet deposit shall be made upon eviction or abandonment. Deposit shall not be required for Service Animals and Support Animals, which are governed by **Section II.C of the HASFN Pet Policy.**
- e) **Limits and Restrictions.**
 - i. Cats shall be housed inside the Resident's housing unit. Residents must provide litter boxes for cat waste, kept inside the unit. Residents shall not permit waste from litter boxes to accumulate, to become unsightly or unsanitary.
 - ii. A resident shall not alter the Premises in order to create an enclosure for any pet.
 - iii. Residents shall not permit their pet to disturb, interfere, intimidate or diminish the peaceful enjoyment of other

- residents.
- iv. HASFN will act on all complaints received regarding a pet for noise, behavior or other violations of this Policy. A resident may receive two warnings, within a 12-month period, without penalty. A third incident, within any twelve 12-month period, shall be considered grounds for eviction of the pet and/or termination of the Residents' housing benefits.
 - v. Resident's with pets are 100% responsible for cleaning up after their pets, and for maintaining the cleanliness of all common outside areas including: sidewalks, breezeways, steps, parking areas, and lawn. Additionally, the HASFN may impose a pet waste removal fine of \$25.00, per occurrence, for violations of this Policy.
 - vi. Residents shall take adequate precautions and measures necessary to eliminate pet odors within or around the Premises, and shall maintain the Premises in a sanitary condition at all times. The HASFN may require more frequent housekeeping inspections for residents with pets than for residents without pets.

- f) **Enforcement.** Household pets found by the HASFN, in its sole discretion, to disturb the peaceful enjoyment of the community or to constitute a nuisance must be removed. Rabid, diseased, underfed, abandoned and/or vicious animals shall be reported immediately to the HASFN and may be removed and/or destroyed by law enforcement authorities. The HASFN shall not be liable for the animal(s) under such circumstances.

8) **Special Provisions Applicable to Wikipapi Apartment Complex.** In addition to the foregoing restrictions, all residents of the Wikipapi Apartment Complex, household members and guests shall **NOT**:

- a) Smoke inside the Unit.
- b) Store appliances, furniture, bicycles, play equipment or other articles of personal property outside the apartment entrance or in hallways or other common areas.
- c) Display clothing, curtains, rugs, signs or other items in, on or near any window, door, hallway, ledge or balcony, or use aluminum foil or other material as a window covering.
- d) Consume, alcohol in common areas or outside of the resident's apartment.
- e) **Possess pets of any kind.**
- f) Park in areas, other than the resident's two assigned parking spaces or park boats, RV's or trailer in parking areas (vehicles in violation of this section will be towed at the owner's expense).

- g) Use nails, adhesives, glue or tape to affix pictures or decorations (removable, double-sided, wall-mounting tape is acceptable);
- h) Use or store charcoal barbeques.
- i) Make any vehicle repairs on Complex property.
- j) Leave items that are too large to fit in the trash containers, or items related to a business (non-related trash), on Complex property. Resident shall be responsible, at Residents' expense, for hauling these large items to the dump.
- k) Leave large appliances or furniture in the dumpster areas or on the street. Residents are responsible for hauling large items and furniture to the dump.

IX. RECERTIFICATION PROCEDURES

1) Recertification Procedure. For the purpose of determining the Participant's rent payment and eligibility, the HASFN shall examine the Participant household's earnings and other income prior to initial occupancy and shall re-examine such income annually thereafter.

a) **Recertification Frequency, Schedule.** The HASFN shall re-examine the Participant's income at least once a year. The Participant's "recertification schedule" shall not be adjusted between dates of annual recertification except as provided in Section IX.2, below.

b) **Records Retention.** Data assembled at the time of the recertification is to be filed in the folder set up for the Participants at the time of admission.

2) Interim Recertification of Income and/or Household Status/Composition. In addition to submitting such information as may be required at the time of annual recertification, **Participant(s) have a responsibility to report immediately any changes in income or household composition to the HASFN.**

a) **Circumstances Requiring Immediate Recertification.** Participant(s) are required to report the occurrence of one or more of the following circumstances, before end of the month:

- i. any changes in income;
- ii. the loss of any household member through death, divorce or other circumstances;
- iii. the addition of a household member by marriage, birth or other circumstance.

- b) **Adjustments.** Any Participant who reports a change in family circumstances (such as a decrease in income or a change in family composition) shall be given an interim income determination and, upon verification, the monthly payment shall be adjusted.
 - c) **Effective Date of Adjustment.** Adjustments in monthly payments are to be made effective on the first day of the month following the income change, provided that no downward monthly payment adjustments are to be processed until the alleged changes in circumstance have been substantiated.
 - i. An increase in income affecting rent amount will take effect after sixty (60) days.
 - ii. A decrease in income affecting rent amount will take effect the following month.
- 3) **Verification and Documentation of Recertification Data.** The HASFN shall verify recertification information submitted by the Participant in connection with the recertification process. Verification procedures are the same as those described in Section IV.3.
- 4) **Action Requiring Following Recertification.** Within ten(10) business days of receiving all required certification data, the HASFN shall notify the family in writing of:
- a) any change to be made in the Participant's rent payment and the effective date thereof; and/or
 - b) any instances of non-compliance with the Policy and of any corrective or disciplinary action which is to be taken.
- 5) **Failure to Comply with Annual Recertification.** If the Participant fails to respond to the letter requesting recertification information, a written notice will be mailed with a deadline for submission of information. If the Participant fails to provide the information requested by the due date, it shall be deemed a violation of this Policy, **which may result in termination.** In addition, Participant(s) who fail to report upward changes in income before the end of the month of such change will be liable for additional amounts due to the HASFN. **Participant(s) who fail to report downward changes in income before the end of the month of such change shall not be entitled to any retroactive adjustment or rent.**

X. MISCELLANEOUS PROVISIONS

- 1) Replacement Keys.** Participant(s) shall be charged a fee of twenty-five dollars (\$25.00) each time a mail box key is lost and must be replaced. The cost for a replacement house key is ten dollars (\$10.00). In the event that the locking mechanism of a unit must be replaced due to no fault of the HASFN, the Participant(s) shall be assessed a fee of twenty-five dollars (\$25.00).
- 2) Confidentiality.** Pursuant to Part 256 of 25 CFR, all information obtained by the HASFN in order to establish suitability for program participation shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of the Nation or its funding agencies.
- 3) Limitation of Liability; Indemnification.** The HASFN and/or the Sac and Fox Nation shall not be liable to the participant or any of the participant's household members, visitors, or patrons for any damage to person or property caused by any action, omission or negligence of the participant or any other participant of the program. Further, the participant agrees to hold the HASFN and the Sac and Fox Nation harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from any condition or natural feature----known or unknown---affecting the premises.
- 4) Disposition of Personal Property.** In the event of abandonment or termination of program participant, the HASFN may remove and dispose of any personal property left remaining in the program unit for a period of fifteen (15) days following the date of abandonment and/or termination.
- 5) Appeals.** Participants may appeal a denial of service or any other qualifying decision or action relating to implementation of this Policy pursuant to the HASFN Grievance Policy.

XI. APPENDICES

A – Definitions

B – Income Limits

C – Application

D – Preference Points

E - Low-Rent Dwelling Lease

F – Statement of Particulars

G - Income Guidelines

APPENDIX A – DEFINITIONS

Adjusted Income – The annual income that remains after excluding the following amounts (See NAHASDA, § 4.):

- 1) Youths, Students, and Person with Disabilities - \$480 for each member of the family residing in the household (other than the head of the household or the spouse of the head of the household) who is under 18 years of age; or who is 18 years of age or older and a person with disabilities or a full time student.
- 2) Elderly and Disabled Families - \$480 for an elderly or disabled family.
- 3) Medical and Attendant Expenses – The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:
 - a) Medical Expenses, in the case of an elderly or disabled family; and
 - b) Reasonable attendant care and auxiliary apparatus expenses for each family member who is a person with disabilities, to the extent necessary to enable any member of the family (including a member who is a person with disabilities) to be employed.
 - c) Child Care Expenses – child care expenses, to the extent necessary to enable another member of the family to be employed or to further his or her education.
 - d) Earned Income of Minors – The amount of any earned income of any member of the family who is less than 18 years of age.
 - e) Travel Expenses – Excessive travel expenses, not to exceed \$25 per family per week, for employment – or education –related travel.
 - f) Other Amounts – such other amounts as may be provided in the Indian Housing Plan for an Indian tribe.

Annual Income – Annual income as reported under the Census long form for the most recent available decennial Census. This definition includes:

- 1) Wages, salaries, tips, commissions, and similar income;
- 2) Self-employment income;
- 3) Farm self-employment income;
- 4) Interest, dividends, net rental income, or income from estates, or trusts;
- 5) Social-security or railroad retirement;
- 6) Supplemental Security Income, Aid to Families with Dependent Children, or other public assistance or public welfare programs;
- 7) Retirement, survivor, or disability pensions; and
- 8) Any other sources of income received regularly, including periodic per capita payments by an Indian tribe of tribal gaming revenues, Veterans' (VA) payments; unemployment compensation, and alimony.

Applicant – A person who has applied for housing assistance.

Board of Commissioners – The Board of Commissioners of the Housing Authority of the Sac and Fox Nation.

Ceiling Rents – A ceiling rent (sometimes called a maximum rent) provides a cap on the amount of rent a family can be charged. The ceiling rent caps the total tenant payment (TTP), the amount the family must pay to cover both shelter and a reasonable amount of utilities. (PIH 98-41 (HA))

CFR – Code of Federal Regulations

Controlled Substances – drugs and other substances that are considered controlled substances under the Controlled Substances Act (CSA) are divided into five schedules. An updated and complete list of the schedules is published annually in **Title 21 Code of Federal Regulations (C.F.R.) §§ 1308.11 through 1308.15**. Substances are placed in their respective schedules based on whether they have a currently accepted medical use in treatment in the United States, their relative abuse potential, and likelihood of causing dependence when abused. Some examples of the drugs in Schedule I are listed below.

Schedule I Controlled Substances

Substances in this schedule have no currently accepted medical use in the United States, a lack of accepted safety for use under medical supervision, and a high potential for abuse.

Some examples of substances listed in Schedule I are: heroin, lysergic acid diethylamide (LSD), marijuana (cannabis), peyote, methaqualone, and 3,4-methylenedioxymethamphetamine ("Ecstasy").

Dependent – A member of the family household (excluding foster children) other than head of household or spouse, who is under 18 years of age or is over 18 and a disabled person, handicapped person, or is a full-time student. (24 CFR §913.102)

Disabled Person –A person under a disability, as defined in Section 223 of the Social Security Act (42 U.S.C. 423) or in Section 102 of the Developmental Disability Services Facilities Construction Amendments of 1970 (42 U.S.C. 27691(1)). Section 223 of the Social Security Act defines disability as:

- 1) Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months; or
- 2) In case of an individual who has attained the age of 55 and is blind (within the mean of “blindness” as define in Section 416(I) (1) of the Act), inability by reason of such blindness to engage in substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which she/he has previously engaged with some regularity and over a substantial period of time.

Section 102(s) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 defines disability as:

“...a disability attributable to mental retardation, cerebral palsy, epilepsy, or another neurological condition of an individual found by the Secretary of Health, Education, and Welfare to be closely related to mental retardation or to require

treatment similar to require for mentally retarded individuals, continued or can be expected to continue indefinitely, and which constitutes a substantial handicap to such individuals.”

Disabled Family – A family whose head of household or spouse, or whose sole member is a person with disabilities. Such term includes two (2) or more persons with disabilities living together, and one (1) or more such person living with one (1) or more persons determined under the Housing Authority’s Indian Housing Plan to be essential to the care or well-being of said person with disabilities.

Displaced Family – A person or a family displaced by governmental action, or whose dwelling has been extensively damaged or destroyed as a result of a disaster declared or otherwise formally recognized pursuant to federal disaster relief laws.

Drug-Related Criminal Activity – The illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell distribute, or use of a controlled substance,(as such term is defined in Section 102 of the Controlled Substances Act). (See NAHASDA § 4.)

Effective Date – 1) in case of an examination for admission, the effective date of initial occupancy, and 2) in the case of recertification of an existing family, the effective date of the re-determined Total Tenant Payment.

Elderly Family – A family whose head of household or spouse or whose sole member is at least 62 years of age, disabled or handicapped; or one or more such persons living with another person who is determined to be essential to his or her care and well-being.

Elderly Person – A person 62 years of age or older. (See NAHASDA §4)

Equity Payments Account – A homebuyer account in the Mutual Help/NAHASDA Lease Option/Homeownership program credited with the amount by which each required monthly payment exceeds the administration charge. Equity funds constitute a portion of the monthly homebuyer payment.

Executive Director – The Executive Director of the Housing Authority of the Sac and Fox Nation or any employee of the Housing Authority to who the Executive Director has designated authority over specific matters.

Family – Two or more persons sharing residency whose income and resources are available to meet the family’s needs and who are either related by blood, marriage, or operation of law, or have evidenced a stable family relationship; including a family with or without children; an

elderly family; a near-elderly family; a disabled family; or a single person, including a single person who is elderly, near-elderly, or disabled. (25 CFR §1000.10(b))

Full-Time Student – A person who is carrying a subject load that is considered full-time for day students under the standards and practices of the educational institution attended. An educational institution includes a vocational school with a diploma or certificate program, as well as an institution offering a college degree.

Grievance – Any dispute which a tenant may have with respect to any HASFN action or failure to act in accordance with the individual tenant’s lease or HASFN regulations which may adversely affect the tenant’s rights, duties, welfare, or status.

Grievance Hearing – An opportunity for a tenant family to present written or oral objections to HASFN’s determinations of denial or termination of assistance, amount of the Total Tenant Payment, unit size, or occupancy requirements.

HASFN – The Housing Authority of the Sac and Fox Nation and HASFN’s employees.

Head of Household – A person who assumes legal and moral responsibility for the household.

HUD – The United States Department of Housing and Urban Development.

Indian/Alaska Native – Any person who is a member of a federally or state recognized tribe.

Indian Area –The area within which a tribally designated housing entity is authorized by one or more Indian tribes to provide assistance under this Act for affordable housing.

Indian Housing Plan – A plan under NAHASDA § 102.

Indian Tribe – The term, “Indian Tribe” means a tribe that is federally recognized or state recognized. In the term of “**federally recognized tribe**” means any Indian tribe, band, nation, or other organized group or community of Indians, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, that is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians pursuant to the Indian Self-Determination and Education Assistance Act of 1975. In the term “**state recognized tribe**” means any tribe, band, nation, pueblo, village, or community;

- 1) That has been recognized as an Indian tribe by any State; and
- 2) For which an Indian Housing Authority has, before the effective date under Section 705, entered into a contract with the Secretary pursuant to the United States Housing

Act of 1937 for housing for Indian families and has received funding pursuant to such contract within the 5-year period upon such effective date.

Lease Agreement – An agreement between the HASFN and a Participant for a unit subject to the Low Rent Housing Program and any accompanying lease or lease agreement.

Live-in Aide – A person who resides with an elderly, handicapped, or disabled person or persons, and who is determined by HASFN to be essential to the care and well-being of the person(s); is obligated to support the family member for who are is being provided; and would not be living in the unit except to provide the necessary supportive services.

Low Income Family – The term “Low Income Family” means a family whose annual income does not exceed 80 percent of the median income for the area, as determine by HUD, with adjustments for smaller and larger families, subject to any variations in the percentage limitation for specific area required by HUD. The income limits as annually determined and published by HUD for the counties served by the HASFN shall be posted in the HASFN office and the HASFN will provide copies to applicants and participants upon requests. (NAHASDA § 4)

Median Income –The greater of the median income for the area within which the HASFN is authorized by the Sac and Fox Nation to operate affordable housing programs, as determined by HUD; or the median income for the United States (NAHASDA § 4 and 25 CFR § 1000.10(b))

Minor or Minor Children – A minor is a person less than 18 years of age. An unborn child will not be considered a minor.

Monthly Adjusted Income – One-twelfth of annual adjusted income.

Monthly Income – One-twelfth of annual income.

NAHASDA – Native American Housing Assistance and Self-Determination Act of 1996 (25 USC 4101)

Participant – Any person who participates in the Lease Option Homeownership Program administered by the HASFN.

Payment Agreement - A form signed by a participant or tenant family, declaring intent to reimburse HASFN for amounts HASFN paid for special charges on behalf of the participant or tenant family or a payment plan for overdue rent payments. Payment agreement shall not exceed a 6-month period and one per calendar year.

Single Person – A person living alone or intending to live alone who does not qualify as an Elderly family, displaced person, or the remaining member of a tenant family (24 CFR 912.2)

Social Security Number (SSN) – The number assigned to a person by the Social Security Administration of the U.S. Department of Health and Social Services (DHSS), and that identifies the record of the person's earnings that are reported to the Administration.

Spouse – The husband or wife of the head of the household.

Unit – The unit refers to any dwelling a family occupies or is interested in occupying, whether it is an apartment or single-family dwelling.

Utilities – Utilities mean water, electricity, gas, other heating, refrigeration and cooking fuels, trash collection, and sewer services. Telephone service is not included as a utility.

Very Low Income – The very-low-income criteria is defined as 50 percent or less of median income for the respective communities.

Veteran – Any person serving on active duty in any branch of the U.S. Armed Forces in excess of 181 days or an individual who has been honorably discharged from the Armed Forces of the United States. A veteran does not include a person enlisted and accepted for active training only for a period of six months or less.

Waiting List – A list of applicants interested in one or more programs offered by HASFN.

APPENDIX B – INCOME LIMITS

INCOME LIMITATIONS – HASFN is mandated to serve the housing needs of low income families. To be eligible the family’s annual income must meet the requirement set out as follows:

Maximum Income: The family’s annual income cannot exceed the applicable income limits for admissions established by the Federal regulations. The highest income limit for all areas served by the HASFN as annually published by HUD Southern Plains ONAP shall be incorporated into this Policy by reference, becoming immediately effective upon receipt by HASFN, and shall be used for all families applying for HASFN housing programs.

Minimum Income: Families must have sufficient income to make monthly house payments, utility payments and perform maintenance of the home. To be eligible the family’s income must equal or exceed 50 percent of the area median income as annually published by HUD Southern Plains ONAP. Updated limits shall be incorporated into this Policy by reference, becoming immediately effective upon receipt by the HASFN, and shall be used for all families applying for HASFN housing programs.

Low Rent Program Ceiling Rents

	Low Rental	Sac and Fox Tribal Members	Near Elder, Elderly, or Disabled
Bedroom Size	Ceiling Rent	Ceiling Rent	Ceiling Rent
1	\$220.00	\$165.00	\$175.00
2	\$280.00	\$185.00	\$195.00
3	\$330.00	\$205.00	\$215.00
4	\$380.00	\$225.00	\$235.00

APPENDIX C - APPLICATION

Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



The housing assistance programs currently offered by the Housing Authority of the Sac and Fox Nation are listed below. Please see any of our staff if you have any questions or need assistance in determining which program will fit your needs.

Emergency/Temporary Housing – NAHASDA funded program designed to assist Native Americans who are in emergency situation with decent, safe, and sanitary housing within Sac and Fox Nation jurisdictions on a temporary basis. Income guidelines are 80% of Median Income or below.

- A household member must be a member of a federally recognized tribe or state recognized tribe. Preference will be given to enrolled Sac and Fox tribal members.
- Must be homeless & living in a shelter, displaced due to domestic violence or natural disaster, or have a financial or medical hardship. **All hardships must be verified.**
- Must have adequate income to support a rental payment.
- Criminal background check is conducted.

Low Rental Housing – Federally funded program designed to assist Native Americans with rental units the HASFN maintains and manages. Waiting lists are maintained. Income guidelines are 80% of median income or below.

- A household member must be a member of a federally recognized tribe or state recognized tribe.
- Preference: Enrolled Sac and Fox tribal members are given first priority. Members of a Federally Recognized Tribe and State Recognized Tribe are given second priority.
-
- Must have adequate income to sustain rent and utilities.
- Criminal background checked is conducted.
- Unit size is based upon family size.
- Pets are allowed but must meet Policy requirements. **Wikipapi Apartments – NO PETS ALLOWED.**

Lease Option Housing Program – The Lease Option Program is “geared” to allow participant the flexibility of a twenty-five year lease with the option to purchase the home at any time during the period of the lease. Monthly payments are based on an annual income, and shall not exceed 30% of income.

- A household member must be a member of a federally recognized tribe and state recognized tribe.
- Preference: Enrolled Sac and Fox tribal members are given first priority. Members of a Federally Recognized Tribe and State Recognized Tribe are given second priority.
- Must have adequate income to sustain rent and utilities.
- Criminal background checked is conducted.
- Unit size is based upon family size.
- Must not previously own a home through the HASFN or other mortgages.

AN INCOMPLETE APPLICATION WILL NOT BE ACCEPTED AND WILL BE RETURNED. A FAXED OR EMAILED APPLICATION WILL NOT BE ACCEPTED.

ANSWER ALL QUESTIONS LEGIBLY. DO NOT LEAVE ANY BLANKS ON THE APPLICATION. USE N/A, NO, OR SIMPLY PRINT “I DON’T KNOW,” INSTEAD OF LEAVING THE QUESTIONS BLANK.

Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements of misrepresentation to any Department or Agency of the U.S. to any matter within its jurisdiction.

REQUIRED DOCUMENT CHECKLIST:

- ___ **1. BIRTH CERTIFICATES** – Copies needed for ALL family members.
- ___ **2. SOCIAL SECURITY CARDS** – Copies needed for ALL family members.
- ___ **3. CURRENT AND VALID DRIVER'S LICENSE/STATE-ISSUED ID** – Copies needed for ALL family members 18 years old and older.
- ___ **4. CERTIFICATE OF DEGREE OF INDIAN BLOOD** – Official statement of documentation from enrolled tribal entity verifying tribal affiliation and degree for ALL family members.
- ___ **5. BENEFITS RECEIVED** – Statement of verification from Social Security, Veterans Administration, Retirement, Department of Human Services, and/or Child Support, etc.
- ___ **6. MARRIAGE LICENSE/COMMON LAW STATEMENT/DIVORCE DECREE** – All household must have one or the other with the exception of single head of households.
- ___ **7. INCOME VERIFICATION** – The form enclosed is to be completed by your employer indicating the number of hours worked per week and the rate of pay. COPIES OF CURRENT CHECK STUBS (PAST 60 DAYS) ARE ACCEPTABLE.
- ___ **8. AUTHORIZATION FOR RELEASE OF INFORMATION** – Applicant and all household members above the age of 18 years old.
- ___ **9. VERIFICATION OF LANDLORD REFERENCE** – The form must be completed by your current/former landlord and/or the person in which you are living with.
- ___ **10. DECLARATION OF 214** - Copies and signatures for ALL family members.
- ___ **11. CONSENT TO PERFORM CRIMINAL HISTORY BACKGROUND AND REFERENCE CHECK-IN** –Applicant and all household members above the age of 18 years old.
- ___ **12. SIGNATURES** – Everyone over the age of 18 living in the household MUST sign where designated.
- ___ **13. VETERAN AND/OR CERTIFIED DISABILITY STATUS** – Veteran – DD214 Form; Certified Disability – Doctor's Statement

NOTICE

IT IS YOUR RESPONSIBILITY TO UPDATE YOUR APPLICATION EVERY YEAR FROM THE DATE YOU APPLIED OR LAST UPDATE. YOU WILL BE TAKEN OFF THE WAITING LIST IF NO UPDATE IS COMPLETED. WHEN THE TIME COMES TO UPDATE, YOU MAY PICK UP AN UPDATE FORM FROM THE FRONT DESK OR REQUEST TO HAVE ONE SENT TO YOU. AN UPDATE FORM WILL NOT BE SENT TO YOU IF YOU DID NOT REQUEST IT.

Housing Management Staff



Housing Authority of the Sac and Fox Nation

201 N. Harrison/P.O. Box 1252

Shawnee, OK 74801

Phone 405-275-8200 Toll Free 800-831-7515 Fax 405-275-8203

APPLICATION PACKET

COMPLETE IN BLACK OR BLUE INK ONLY (NO PENCIL/NO WHITE OUT)

Name _____

Date _____

Mailing Address _____

City _____ State _____ Zip Code _____

Work Phone _____ Home Phone/Cell _____

FOR OFFICE USE ONLY:

RECEIVED BY:

DATE/TIME:

FORWARD TO:

EMERGENCY CONTACT NAME: _____ PHONE: _____

ADDRESS : _____

HOUSEHOLD COMPOSITION:

FULL NAME(S) of all Household Members Last, First, Middle	Relation to Head	Sex M/F	Date of Birth	List Tribe	Social Security Number ***Required***
1	Head				
2	Spouse				
3					
4					
5					
6					
7					
8					

Are there family members temporarily absent? ____Yes ____No If so, whom: _____

Where are they residing? _____ When are they expected to return? _____

TOTAL HOUSEHOLD INCOME: List all money earned or received by everyone living in your household. This includes money from wages, self-employment, child support, social security, contributions, disability payment, workman's compensation, retirement benefits, AFDC, veteran's benefits, and all other sources.

Household Member(s)	Employer Name/Address	Weekly Wages	Other:AFDC, WC	Other:SSI/Disability

NEXT OF KIN: List two (2) next of kin.

NAME	ADDRESS	PHONE	RELATIONSHIP
1			
2			

HOUSING STATUS:

1. Are you or any family member handicapped or disabled? ☐ Yes ☐ No (If yes, please provide documentation with application.)
2. Certified Disability? ☐ Yes ☐ No (If yes, please provide documentation with application.)
3. Are you a Veteran? ☐ Yes ☐ No (If yes, please provide documentation with application.)
4. Are you currently displaced? ☐ Yes ☐ No (Displaced – This category includes only those households displaced by governmental action, or whose dwelling has been extensively damaged or destroyed by extreme weather, fire, or other involuntary act. Persons displaced by reasons of misconduct or failure to meet financial obligations are specifically excluded from priority consideration under this category.)
5. Are you or any family member a full time student? ☐ Yes ☐ No
6. Do you have any CHILD CARE EXPENSES? ☐ Yes ☐ No If yes, please provide a notarized statement from the child care provider stating how many hours child care is provided and how much per hour is paid for each child.
7. Have you or any family member named on the application ever been convicted for using, dealing, manufacturing illegal drugs, or violent criminal activity? ☐ Yes ☐ No
8. Have you or any family member named on the application ever been convicted of a crime? ☐ Yes ☐ No If yes, when and what crime committed? _____
9. Do you or any family member named on the application use any Schedule 1 drug classified by the Controlled Substances Act, including marijuana regardless of medical or recreational use under any state law? ☐ Yes ☐ No
10. Do you currently own your home? ☐ Yes ☐ No
11. Have you or any member of the household ever received housing services from another Tribe, Tribal Housing Authority, or Public Housing Authority? ☐ Yes ☐ No If yes, which one? _____
12. Have you been evicted from a home? ☐ Yes ☐ No If yes, please explain: _____
13. Please list all vehicles that will be parked at the residence. Any additional vehicles please provide list on another paper.
Vehicle 1: Year: _____ Make: _____ Model: _____
Vehicle 2: Year: _____ Make: _____ Model: _____

TYPES OF HOUSING ASSISTANCE SERVICES AVAILABLE (CHECK THE TYPE OF ASSISTANCE NEEDED)

☐ Lease Option

☐ Low Rental

☐ Emergency (Shawnee only)

<input type="checkbox"/> Shawnee	<input type="checkbox"/> Davenport
<input type="checkbox"/> Cushing	<input type="checkbox"/> Prague
<input type="checkbox"/> Chandler	<input type="checkbox"/> Agra
<input type="checkbox"/> Meeker	<input type="checkbox"/> Stroud

<input type="checkbox"/> Shawnee
<input type="checkbox"/> Stroud
<input type="checkbox"/> Cushing

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



INCOME VERIFICATION

In order to establish eligibility for occupancy of public housing, the Housing Authority of the Sac and Fox Nation is required to verify the income of all tenants and/or applicants of public housing. The following has informed us that he/she is or has within the past 12 months been employed by your firm. Your cooperation and prompt return of the information requested below will be greatly appreciated. Such information will be held in confidence and used only by the Housing Authority of the Sac and Fox Nation as legally necessary. This form will only be valid for 12 months.

EMPLOYEE'S NAME: _____ SOCIAL SECURITY # _____

EMPLOYEE'S ADDRESS: _____

EMPLOYED FROM: _____ TO _____

OCCUPATION/POSITION: _____

EMPLOYMENT IS: () FULL TIME () SEASONAL
 () PART TIME () TEMPORARY

CURRENT PAY RATE: \$ _____ PER _____

EFFECTIVE SINCE: AVERAGE HOURS WORKED PER WEEK:

ACTUAL EARNINGS DURING THE PAST 12 MONTHS OR FOR PERIOD OF EMPLOYMENT IF LESS THAN 12 MONTHS:

FROM: _____ TO: _____ \$ _____

EMPLOYER: _____ PHONE #: _____

EMPLOYER'S SIGNATURE: _____

EMPLOYER'S TITLE: _____ DATE: _____

AUTHORIZATION FOR RELEASE OF INFORMATION

CONSENT: I authorize and direct any Federal, State, or local agency, organization, business, or individual to release to HOUSING AUTHORITY OF THE SAC AND FOX NATION any information or materials needed to complete and verify my application for participation, and/or to maintain my continued assistance under the Section 8, Rental Rehabilitation, Low-Income Public and Indian Housing, and/or housing assistance programs. I understand and agree that this authorization or the information obtained with its use may be given to and used by the Department of Housing and Urban Development (HUD) in administering and enforcing program rules and policies.

INFORMATION COVERED: I understand that, depending on program policies and requirements previous or current information regarding me or my household may be needed. Verifications inquiries that may be requested but are not limited to:

IDENTITY AND MARITAL STATUS EMPLOYMENT, INCOME, ASSETS RESIDENCES AND RENTAL ACTIVITY

MEDICAL OR CHILD CARE ALLOWANCES CREDIT AND CRIMINAL ACTIVITY

I understand that this authorization cannot be used to obtain any information about me that is not pertinent to my eligibility for and continued participation in a housing assistance program.

GROUPS OR INDIVIDUALS THAT MAY BE ASKED: The groups or individuals that may be asked to release the above information (depending on program requirements) included, but are not limited to:

PREVIOUS LANDLORDS PAST AND PRESENT EMPLOYERS VETERANS ADMINISTRATION

COURTS AND POST OFFICES WELFARE AGENCIES RETIREMENT SYSTEMS

SCHOOLS AND COLLEGES STATE UNEMPLOYMENT AGENCIES BANKS/FINANCIAL INSTITUTIONS

LAW ENFORCEMENTS AGENCIES SOCIAL SECURITY ADMINISTRATION CREDIT PROVIDERS/CREDIT BUREAUS

SUPPORT AND ALIMONY PROVIDERS MEDICAL AND CHILD CARE PROVIDERS UTILITY COMPANIES

COMPUTER MATCHING NOTICE AND CONSENT: I understand and agree that HUD or the Public Housing Authority may conduct computer matching programs to verify the information supplied for my application or recertification. If a computer match is done, I understand that I have a right to notification of any adverse information found and a chance to disprove that information. HUD may in the course of its duties exchange such automated information with other Federal, State, or local agencies, including but not limited to: State Employment Security Agencies; Department of Defense; Office of Personnel Management; the U.S. Postal Service; the Social Security Agency; and State Welfare and Food Stamp agencies.

CONDITIONS: I understand that a photocopy of this authorization may be used for the purposes stated above. This authorization will stay in affect for a year and one month from the date signed.

SIGNATURES:	PRINTED NAME	SIGNATURE	DATE
HEAD OF HOUSEHOLD:	_____	_____	_____
SPOUSE:	_____	_____	_____
ADULT MEMBER:	_____	_____	_____
ADULT MEMBER:	_____	_____	_____

Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements of misrepresentation to any Department or Agency of the U.S. to any matter within its jurisdiction.

Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



RE: Verification of Landlord Reference (please return completed form to above address.)

Name: _____

The individual named above is an applicant/tenant for housing assistance which is subsidized through the U.S. Department of Housing And Urban Development. Federal regulations require that in order for the household to be eligible, we must verify the household's income, expenses, and other information using the third party written verifications. The information you provide will be used only for the purpose of determining the household's eligibility for the program and will be held in strict confidence.

We are required to complete our verification process in a short time period and would appreciate your prompt response to this request for information.

I, the undersigned, do hereby authorize the release of the information requested to the Housing Authority of the Sac and Fox Nation.

Applicant/Tenant Signature: _____ Date: _____

(or see signed **Authorization for the Release of Information**)

Previous address: _____

Please provide the following information:

1. Did or does the tenant pay rent on time? _____ If no, please explain: _____
2. Does the tenant owe any money for rent? _____ Amount owed \$ _____
3. Were there any problems with the tenant disturbing neighbors? _____ If yes, please explain: _____
4. Length of tenancy: FROM: _____ TO: _____
5. Reasons for Moving: _____
6. Would you rent to this tenant again? _____

Any Further Comments:

Date: _____ Title: _____ Phone Number: _____

Signature: _____

Warning: Section 1001 of Title 18 of the U.S. Code makes it a criminal offense to make willful false statements of misrepresentation to any Department or Agency of the U.S. to any matter within its jurisdiction.

DECLARATION OF SECTION 214 STATUS

Notice to Applicants and Tenants: In order to be eligible to receive the housing assistance sought, each applicant, or recipient of, housing assistance must be lawfully within the United States. Please read the Declaration statement carefully, sign and return it to the Housing Authority office. Please feel free to consult with an immigration lawyer or other immigration expert of your choice.

I, _____, certify, under penalty of perjury¹, that to the best of my knowledge, I am lawfully within the United States because **(Please check appropriate box):**

- ☐ I am a citizen by birth, a naturalized citizen, or a national of the United States; or
- ☐ I have eligible immigration status and I am 62 years of age or older. Attach proof of age.²
- ☐ I have eligible immigration status as checked below (see reverse side of this form for explanations). Attach INS document(s) evidencing eligible immigration status and signed verification consent form.
 - ☐ Immigration status under §§ 101(a)(15) or 101(a)(20) of the Immigration and Nationality Act (INA)³
 - ☐ Permanent residence under § 249 of the INA⁴
 - ☐ Refugee, asylum or conditional entry status under §§ 207, 208 or 203 of the INA⁵
 - ☐ Parole status under § 212 (d)(5) of the INA⁶
 - ☐ Threat to life or freedom under §243(h) of the INA⁷
 - ☐ Amnesty under § A of the INA⁸

(Signature)

(Date)

- ☐ Check box on left if signature is of adult residing in the unit who is responsible for the child named on the statement above.

HA: Enter INA/SAVE Primary Verification #: _____ **Date:** _____

1. Warning: 18 U.S.C. 1001 provides, among other things, that whoever knowingly and willfully makes or uses a document or writing containing any false, fictitious, or fraudulent statement or entry, in any manner within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both.

The following footnotes pertain to noncitizens who declare eligible immigration status in one of the following categories.

2. Eligible immigration status and 62 years of age or older. For noncitizens who are 62 years of age or older or who will be 62 years of age or older and receiving assistance under a section 214 covered program on June 19, 1995. If you are eligible and elect to select this category you must include a document providing evidence of proof of age. No further documentation of eligible immigration status is required.
3. Immigrant status under §101(a)(15) or 101(a)(20) of INA. A noncitizen lawfully admitted for permanent residence, as defined by §101(a)(20) of the Immigration and Nationality Act (INA), as an immigrant as defined by §101(a)(15) of the INA (8 U.S.C. 1101(a)(20) and 1101(a)(15) respectively [immigrant status]. This category includes a noncitizen admitted under §§210 or 210A of the INA (8 U.S.C. 1160 or 1161), [special agricultural worker status], who has been granted lawful temporary resident status.
4. Permanent residence under §249 of INA. A noncitizen who entered the U.S. before January 1, 1972, or such later date as enacted by law, and has continuously maintained residence in the U.S. since then, and who is not ineligible for citizenship, but who is deemed to be lawfully admitted for permanent residence as a result of an exercise of discretion by the Attorney General under §249 of the INA (8 U.S.C. 1259) [Amnesty granted under INA 249].
5. Refugee, asylum, or conditional entry status under §§207, 208 or 203 in INA. A noncitizen who is lawfully present in the U.S. pursuant to an admission under §207 of the INA (8 U.S.C. 1157) [refugee status]; pursuant to the granting of asylum (which has not been terminated) under 208 of the INA (8 U.S.C. 1158) [asylum status]; or as a result of being granted conditional entry under §203(a)(7) of the INA (U.S.C. 1153(a)(7) before April 1, 1980, because of persecution or fear of persecution on account of race, religion, or political opinion or because of being uprooted by catastrophic national calamity [conditional entry status].
6. Parole Status under §212(d)(5) of INA. A noncitizen who is lawfully present in the U.S. as a result of an exercise of discretion by the Attorney General for emergent reasons or reasons deemed strictly in the public interest under §212(d)(5) of the INA (8 U.S.C. 1182(d)(5) [parole status].
7. Threat to life or freedom under §243(h) of INA. A noncitizen who is lawfully present in the U.S. as a result of the Attorney General's withholding deportation under 243(h) of the INA (8 U.S.C. 1253(h) [threat to life or freedom].
8. Amnesty under §245A of INA. A noncitizen lawfully admitted for temporary or permanent residence under §245A of the INA (8 U.S.C. 1255a) [amnesty granted under INA 245A].

**CONSENT TO PERFORM CRIMINAL HISTORY BACKGROUND CHECK IN COMPLIANCE
WITH THE FCRA (Fair Credit Reporting Act) and DOT Regulations**

Date:	DL#:	DL State
Last Name:	First Name:	Middle Name:
Current Address:		
City*	County*	State* Zip Code*
Date of Birth**	Social Security Number**	
Email Address*		

This authorization and consent for release of personal information acknowledges that The Housing Authority of the Sac and Fox Nation, Hereafter referred to as "Company") and/or its agent, **Investigative Concepts, Inc.**, may now, or at any time I am assigned to or am employed by this Company, conduct investigations whether the records are of a public, private or confidential nature. These investigations might include, but are not limited to, searches of educational institutions attended; state driving records; records of previous employment, including work history, efficiency ratings, complaints and grievances filed by or against me; records and recollections of attorney-at-law or of other counsel, whether representing me or any other person (in either a civil or criminal case in which I have been involved); records from the U.S. Veterans' Administration; criminal history information of file in local, state or federal agencies. After receiving an offer of employment, I understand that a workers' compensation report may be obtained from either the Department of Labor, National Personnel Records, the Industrial Commission or similar agencies under the provisions of the Fair Credit Reporting Act 15, USC section 1681 et seq. I also authorize the National Personnel Records Center, or other custodian of my military service record, to release to Investigative Concepts, Inc. the following information and/or copies of documents from my military service record: DD214, service record, and any disciplinary records.

I understand that these searches will be used to determine work assignment or employment eligibility under the Company's employment. Therefore, I authorize and consent for full release of records (either orally or in writing) to the authorized representatives of the Company. In addition, I release and discharge the Company and its agent and associates to the full extent permitted by law from any claims, damages, losses, liabilities, costs expenses or any other charge or complaint filed with any agency arising from retrieving and reporting this information. I understand that according to the Federal Fair Credit Reporting Act, I am entitled to know whether employment was denied based upon the information obtained and to receive, upon written request, a copy the background report. I understand that I may request a copy of the report from Investigative Concepts, Inc., at P.O. Box 471832 Tulsa, OK or telephone number 918-286-7059. After reading this document, I fully understand its contents and authorize the background verification.

I understand If I am applying for employment in **Oklahoma, Minnesota or California** I may request a copy of Consumer Report. To request a copy mark "yes" to the following. **I request a copy of my consumer report** ☐ YES.

I understand that if I am applying for employment in **New York**, that I have the right to receive a copy of Article 23-A of the New York Correction Law. To request a copy mark "yes" to the following. **I request a copy of my consumer report** ☐ YES.

I understand that if the report is provided to an employer in the State of Washington, that I can contact the State of Washington Attorney General, Consumer Protection Division, 800 5th Ave, Ste. 2000, Seattle, Washington 98104-3188, (206) 464-7744, for more information regarding my rights under Washington State law.

* AS SHOWN ON THE ORIGINAL APPLICATION

** TO BE USED ONLY FOR CRIMINAL HISTORY SEARCHES, AND NOT A PART OF THE PERSONNEL FILE.

I HEREBY CERTIFY THAT ALL INFORMATION PROVIDED IN THIS AUTOMATION IS TRUE, CORRECT AND COMPLETE. I UNDERSTAND THAT IF ANY INFORMATION PROVES TO BE INCORRECT OR INCOMPLETE THAT THE GROUNDS FOR THE CANCELING OF ANY AND ALL OFFERS OF EMPLOYMENT WILL EXIST, AND MAY BE USED AT THE DISCRETION OF THE ABOVE LISTED COMPANY.

Signed this _____ day of _____, 20__.

Applicant (print name): _____

Applicant Signature: _____

PUBLIC DISCLOSURE STATEMENT

Section 1000.30 and 1000.32 of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), mandates that a public disclosure regarding conflicts of interest must be made on individuals who apply for assistance for any housing programs from the HASFN and have immediate family ties (mother, father, husband, wife, daughter, son, brother, sister, mother-in-law, father-in-law, daughter-in-law, and son-in-law) to any employees or Board Commissioners of the HASFN or Business Committee of the Sac and Fox Nation of Oklahoma.

To ensure that all applicants are treated fairly, a public disclosure will be done before you are offered a unit.

Do you have any immediate family ties to any of the above-mentioned individuals?

Yes____ No____

If yes, please list their name and their relationship to you:

APPLICANT CERTIFICATION

I/We certify that the answers/information given on this application in reference to household composition, income, net family assets, allowances, and deductions is accurate and complete to the best of my/our knowledge and belief. I/We understand that false statements or information are punishable under Federal Law. I/We also understand that false statements or information are grounds for termination of housing assistance and termination of tenancy. No record will be communicated to anyone or any agency unless requested in writing, either by the applicant or an officer or employee of the housing program or other Federal agency requiring it in the performance of their duties. **This application will not be valid unless completely filled out. INCOMPLETE APPLICATIONS WILL BE RETURNED.**

Signature of Head of Household

Date

Signature of Spouse

Date

Subscribe and sworn to, before me, this _____ day of _____, 20____.

Notary Public

SEAL

Commission Expiration

For HASFN Office Use ONLY:

Please check off all required documentation. If the applicant does not have all the required documents and signatures, return application to the applicant. ALL required documents and signatures must be completed. Incomplete applications WILL NOT be accepted.

1. ____ Birth Certificates for ALL family members
2. ____ Social Security Cards for ALL family members
3. ____ Current & Valid Driver's License/State-Issued ID
4. ____ CDIB/Tribal Enrollment Cards for all household members
5. ____ Benefits Received – SSI, VA, Retirement, DHS, Child Support, etc.
6. ____ Marriage License, Common Law Statement, or Divorce Decree
7. ____ Income Verification Forms for all family members receiving income
8. ____ Authorization for Release of Information for all household members (18 years and older)
9. ____ Landlord Reference
10. ____ Declaration of 214 Status by all household members
11. ____ Consent to Perform Criminal History Background for all household members (18 years and older)
12. ____ Public Disclosure Statement

APPENDIX D – PREFERENCE POINTS AND POINT DEDUCTIONS

Preference Points

1) Enrolled SF Tribal Member	20
2) Other Tribe	4
3) Non-Indian	0

Other Criteria Points

1) Veteran	5
2) Elder (62 years of age or older)	2
3) Near Elder (55 – 61)	2
4) Handicap	1

Negative Criteria Points

1) No Response	-2
2) Decline Unit	-2
3) Served Once	-2
4) Delinquency (utilities)	-2
5) Owes HASFN	-5
6) Owes Other Public/Indian Housing	-5
7) Previous MH Homeowners	-5
8) Negative Resident Screening	-5
9) No Income	-5

Listing Approved by the BOC 05/23/2016

HOUSING AUTHORITY OF THE SAC & FOX NATION

LOW-RENT DWELLING LEASE

Project # _____

Unit # _____

Bedrooms Size: _____

1. DESCRIPTION OF PARTIES & PREMISES: The Housing Authority of the Sac and Fox Nation, (HASFN) does hereby lease to **Tenant Name** (hereinafter called the Tenant) the premises located at **Address**. The initial term of the lease will be for (12) months effective **Date**. The lease will renew automatically for twelve (12) months term contingent upon lessee's compliance with all terms and conditions contained herein. Under the terms and conditions stated herein, the premises leased are for the exclusive use and occupancy of the Tenant and his/her household consisting of the following named individuals who will reside in the dwelling unit:

Family Member Name	Relation	Date of Birth

2. AMOUNT AND DUE DATE OF RENTAL PAYMENTS: This lease shall be automatically renewed (**except as specified in Section 12**) for successive terms of one month at a rental of **\$amount** payable in advance at the office of the HASFN on the first calendar day of each month beginning **Date**. This rent will remain in effect unless adjusted in accordance with **Low Rent Policy Section IX.2.b** hereof. A charge of **\$20.00** will be assessed for late payment of rent on the 20th day of the each month.

3. UTILITIES: The Tenant is responsible for furnishing utilities in his/her own name. **Proof of utilities must be presented to the Authority prior to occupancy.** Tenant shall be responsible for payment of all utility charges for the unit. **Special Provision:** The HASFN has an agreement with Guardian, a third-party billing agency for water service for the **WIKIYAPI Apartment Complex**. WIKIYAPI tenants will need to set up accounts with Guardian and will pay Guardian directly for water service.

4. EQUIPMENT: The HASFN agrees to furnish a range and a refrigerator in working order. In the event that appliances are damaged (outside of normal wear and tear) by the tenant, or their guests, it will become the responsibility of the tenant to replace the appliances. Comparable appliance(s) will be ordered and installed by the HASFN Maintenance Department.

5. RE-DETERMINATION OF RENT, DWELLING SIZE AND ELIGIBILITY: Once every year, Tenant agrees to furnish such information and certification regarding family composition and income as requested by the HASFN for the purpose of determining Tenant's rent, eligibility and appropriateness of dwelling size. Any rent charged as a result of the re-determination outlined above, will become effective within sixty (60) days.

6. **INSPECTION:** Before occupancy by the Tenant, the HASFN and the Tenant shall inspect the dwelling unit and the Tenant will receive a written statement of the condition of the unit and the equipment furnished therein. When the Tenant vacates, the HASFN will inspect the dwelling along with the tenant and a written statement of the damages if any, for which the tenant will be responsible for costs associated with the damages.

7. **TERMINATION OF LEASE:** This lease may be terminated by the HASFN at any time by giving a written notice. The notice of termination to the Tenant shall state reasons for termination

THE TENANT MAY TERMINATE THIS LEASE AT ANY TIME BY GIVING FIFTEEN (15) DAYS WRITTEN NOTICE IN THE MANNER SPECIFIED IN **THE LOW RENT POLICY SECTION VI.8** OR BY NOTIFYING THE AUTHORITY IN PERSON AT THE OFFICE OF THE AUTHORITY. IF THE TENANT DOES NOT GIVE THE AUTHORITY FIFTEEN (15) DAYS NOTICE, THE AUTHORITY MAY CHARGE THE TENANT FIFTEEN (15) DAYS RENT FROM DATE OF ACTUAL MOVE-OUT.

Notice of either party to this lease may be given on any day of the month.

8. **LEGAL NOTICES:** Any notice required hereunder will be sufficient if delivered in writing to Tenant personally or to an adult member of his family residing in the dwelling unit, or if sent by mail, properly addressed to Tenant. Notice to the HASFN must be in writing, and either delivered to the office of the HASFN, or sent to the HASFN by prepaid first class mail.

9. **CONFLICT OF INTEREST:** In the event it is determined that an applicant has an immediate family tie to any HASFN employee, Board Member, or elected tribal official, the HASFN will publish a "Public Disclosure" in accordance with its Conflict of Interest Policy.

10. **GRIEVANCE PROCEDURE:** All grievances or appeals arising under this lease shall be processed and resolved pursuant to the HASFN Grievance Policy which is posted in the HASFN's Office.

11. **CHANGES:** This lease, including any future adjustments of rent or dwelling unit, is the entire agreement between the Authority and Tenant. No change herein shall be made except by a written affidavit, signed and dated by both parties, other than with respect to the "**RECERTIFICATION PROCEDURES**" as provided in **Low Rent Policy Section IX.2.**".

12. **PETS:** Pet Policies for Low-Income Housing. Common household pets that do not exceed twenty-five (25) pounds in weight or 15 inches in height (up to the shoulder) at maturity, may be allowed for residents of rental projects. No more than two (2) pets over the age of two (2) months are allowed per household (other than fish). The HASFN may rely upon information provided by the Dog Breeder Association Information Center website regarding size and weight standards.

Special Provision: Residents of the **WIKIYAPI** apartment Complex shall not possess pets of any kind. (**See Low-Rent Policy, Section VIII.8.e**)

IN WITNESS HEREOF: the parties have executed this Lease Agreement on this day of month, at the office of the Housing Authority of the Sac and Fox Nation located in Shawnee, Oklahoma.

(Tenant)

(Tenant)

Housing Authority of the Sac and Fox Nation of Oklahoma

Housing Management Representative

Housing Manager

Housing Authority of the Sac and Fox Nation

201 N. Harrison • P.O. Box 1252 • Shawnee, OK 74801 • Ph (800)831-7515 • (405)275-8200 • Fax (405)275-8203



STATEMENT OF PARTICULARS

The purpose of this document is to continually ensure decent, safe, and sanitary housing conditions for our residents and promote a positive image of the Housing Authority to the public at large.

1. Countertops, cabinets, pantry, baseboards, etc. will be kept clear and clean of all loose food particles and crumbs.
2. At the sign of insect and/or rodent infestation, the home will be exterminated and/or treated to avoid health risks and damages.
3. All floor areas will be swept and mopped on routine basis.
4. Grease, food items, dirt, etc. will be disposed of in a proper manner and will not be flushed down stools, tubs, or sinks.
5. All leaks, drips, clogged lines, etc. will be corrected immediately to avoid excessive and further damage to home.
6. All stools, tubs, sinks, and showers will be cleaned on a routine basis to avoid build-up of mineral deposits, soap scum, stains, etc.
7. All vents, ceilings, corners, etc. will be dusted and free of cobwebs.
8. All dirty laundry will be stored in baskets, hampers, etc. and will not be laid directly on floor areas.
9. All household trash will be bagged and disposed of as often as local sanitation service runs. **(Trash will not be stored inside or outside the home than a week.)**
10. All outside property will be kept clean and clear of trash, debris, oil, pet waste, old appliances and furniture, inoperable or illegal vehicles, and other items. (Illegal vehicles are untagged or out of date tagged vehicles. Any inoperable vehicles that will remain at the home must be operational within two (2) weeks or be subject to removal.)
11. Any and all gang related activity is strictly prohibited.

Any violation or non-compliance of these requirements may lead to Mandatory Counseling and/or a Notice of Termination. If the Housing Authority has to correct any of these problems, the resident will be required to pay any and all costs associated with the correction.

I/We understand the above mentioned and agree to perform and comply with all requirements to keep the home in a decent, safe, and sanitary manner.

Tenant

Date

Housing Management Manager

Date

APPENDIX G

LOW RENT INCOME GUIDELINES FOR HASFN HOUSING PROGRAMS

Family Size	Minimum	Maximum
1	\$9,625	\$42,280
2	\$10,990	\$48,320
3	\$12,390	\$54,360
4	\$13,775	\$60,400
5	\$14,840	\$65,232
6	\$15,960	\$70,064
7	\$17,045	\$74,896
8	\$18,165	\$79,728

***The highlighted amount above is calculated from the “FY 2019 Extremely Low-Income Limit (ELIL)” 1 person amount of \$13,750 x 70%.**