



**LAC COURTE OREILLES BAND  
OF  
LAKE SUPERIOR CHIPPEWA INDIANS**

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**TRIBAL CODE OF LAW**

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**TITLE XI  
PROPERTY**

## **TITLE XI – CHAPTER 7**

### **HOUSING AUTHORITY CODE OF THE LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS**

#### **Preamble**

This ordinance is enacted pursuant to the inherent sovereign authority of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians to provide for the decent, safe and sanitary dwellings for the members of the Tribe which predates its Treaties of 1825, 1826, 1837, 1842, 1847 and 1854 with the United States Government. In the implementation of this inherent sovereign authority, Article V, §§ 1 (l) and (m) of the Amended Constitution and Bylaws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, empowers the Tribal Governing Board to: “organize, charter and regulate any association or group, including a housing authority, for the purpose of providing social or economic benefits to the members of the Band or residents of the reservation” Article V, § 1 (l); and “delegate to subordinate boards, officers, committees or cooperative associations which are open to all members of the Band any of the foregoing powers, reserving the right to review any action taken by virtue of such delegated powers” Article V, § 1 (m). Pursuant to this inherent sovereign authority, the Tribal Governing Board hereby establishes a public body known as the Lac Courte Oreilles Housing Authority (hereinafter referred to as the Housing Authority), and enacts this ordinance which shall establish the purposes, powers and duties of the Housing Authority. In any suit, action or proceeding involving the validity or enforcement of or relating to any of its contracts, the Housing Authority shall be conclusively deemed to have become established and authorized to transact business and exercise its powers upon proof of the adoption of this ordinance. A copy of this ordinance duly certified by the Secretary/Treasurer of the Tribal Governing Board shall be admissible in evidence in any suit, action or proceedings.

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**SUBCHAPTER 7.1 - GENERAL PROVISIONS**

**§ 7.101      Title.**

This ordinance shall be known as the Housing Authority Code of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians.

**§ 7.102      Authority.**

This ordinance is enacted pursuant to the inherent sovereign authority of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians. In the implementation of this inherent sovereign authority, Article V, §§ 1(l) and (m) of the Amended Constitution and Bylaws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, empowers the Tribal Governing Board to: “organize, charter and regulate any association or group, including a housing authority, for the purpose of providing social or economic benefits to the members of the Band or residents of the reservation” Article V, § 1 (l); and “delegate to subordinate boards, officers, committees or cooperative associations which are open to all members of the Band any of the foregoing powers, reserving the right to review any action taken by virtue of such delegated powers” Article V, § 1 (m).

**§ 7.103      Declaration of Need.**

It is hereby declared;

(1) That there exists on the Reservation unsanitary, unsafe, and overcrowded dwelling accommodations;

(2) That there is a shortage of decent, safe and sanitary dwelling accommodations which persons of low income can afford, and that such shortage forces such persons to occupy unsanitary, unsafe and overcrowded dwelling accommodations;

(3) That these conditions cause an increase in and spread of disease and crime and constitute a menace to health, safety, morals and welfare; and that these conditions necessitate excessive and disproportionate expenditures of public funds for crime prevention and punishment, public health and safety protection, fire and accident prevention, and other public services and facilities;

(4) That the shortage of decent, safe and sanitary dwellings for persons of low income cannot be relieved through the operation of private enterprise;

(5) That the providing of decent, safe and sanitary dwelling accommodations for persons of low income are public uses and purposes for which money may be spent and private property acquired and are governmental functions of Tribal concern;

(6) There is a lack of available financial assistance through conventional lending

institutions for those individuals and families with poor or no credit, and or a lack of financial resources, for those individuals and families that desire to become homeowners;

(7) That residential construction activity and a supply of acceptable affordable housing are important factors to general economic activity, and that the undertakings authorized by this ordinance to aid the production of better housing and more desirable neighborhood and community development at lower costs will make possible a more stable and larger volume of residential construction and a housing supply which will assist materially in achieving full employment; and

(8) That the necessity in the public interest for the provisions hereinafter enacted is hereby declared as a matter of legislative determination.

**§ 7.104      Purpose.**

The Tribe shall provide adequate and affordable housing and housing services to low- and moderate- income Indian families and individuals within the Reservation and any other area served by the Tribe. The Housing Authority shall remain sensitive to the cultural goals of the Tribe. Housing shall be provided in safe and healthy environments in compliance with the requirements, rules, and regulations of the Native American Housing Assistance and Self-determination Act of 1996. The Housing Authority shall provide these services in an impartial and efficient manner. The Housing Authority shall be operated for the purpose of:

(1) Remediating unsafe and unsanitary housing conditions that are injurious to the public health, safety and morals;

(2) Alleviating the acute shortage of decent, safe and sanitary dwellings for persons of low income;

(3) Providing employment opportunities through the construction, reconstruction, improvement, extension, alteration or repair and operation of low income dwellings.

**§ 7.105      Territorial Applicability.**

This ordinance shall govern the housing activities of the Housing Authority pursuant to the provisions of this ordinance within Lac Courte Oreilles Reservation lands as well as off-reservation lands under the jurisdiction and purview of the Lac Courte Oreilles Tribe.

**§ 7.106      Effective Date.**

Except as otherwise provided in specific sections, the provisions of this ordinance shall be effective on the date adopted by the Tribal Governing Board.

**§ 7.107      Interpretation.**

The provisions of this ordinance:

(1) Shall be interpreted and applied as minimum requirements applicable to the Housing Authority activities subject to this ordinance;

(2) Shall be liberally construed in favor of the Tribe;

(3) Shall not be deemed a limitation or repeal of any other tribal power or authority.

(4) Shall be interpreted to be in accordance with tribal customary law. Whenever there is uncertainty or a question as to the interpretation of certain provisions of this ordinance, tribal law and custom shall be controlling, and where appropriate, may be based on the written or oral testimony of a qualified tribal elder, tribal historian, or tribal representative. If the traditions and customs of the Tribe are inconclusive in any matter, the Court may use tribal law, federal law or the State law for guidance.

**§ 7.108      Severability and Non-Liability.**

If any section, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby. The Tribe further asserts immunity on its part and that of its agencies, employees, and/or agents from any action or damages that may occur as a result of reliance upon and conformance with this ordinance.

**§ 7.109      Relation to Other Laws.**

(1) Applicable Law. Unless affected or displaced by this ordinance, principles of law and equity in the common law of the Tribe and tribal customs and traditions are applicable, and the general principles of law of any other Tribe or any other state may be used as a guide to supplement and interpret this ordinance.

(2) Other Applicable Laws. Additional tribal and federal laws may apply with regard to tribal housing and governmental housing laws and regulations.

(3) Conflicts with Other Laws.

(a) Tribal Law. To the extent that this ordinance may conflict with tribal laws or ordinances which have been enacted to comply with statutes or regulations of any agency of the United States, such tribal laws or ordinances shall govern over the provisions of this Code if it has specific applicability and it is clearly in conflict with the provisions of this Code.

(b) Federal Law. Where a conflict may appear between this ordinance and any statute, regulation, or agreement of the United States, the federal law shall govern if it has specific applicability and if it is clearly in conflict with the provisions of this Code.



As Approved and Adopted by Resolution No. 15-95, Amended by Resolution No. 17-46 and Resolution No. 18-71

(c) State Law. To the extent that the laws of any state may be applicable to the subject matter of this ordinance, such laws shall be read to be advisory and not directly binding and shall not govern the relations of the parties.

**§ 7.110      Repeal of Inconsistent Tribal Ordinances.**

All ordinances and resolutions inconsistent with this ordinance are hereby repealed. To the extent that this ordinance imposes greater restrictions than those contained in any other tribal law, code, ordinance or regulation, the provisions of this ordinance shall govern.

**SUBCHAPTER 7.2 – DEFINITIONS**

**§ 7.201 General Definitions.**

Any term not defined in this Section shall be given its ordinary meaning. The following terms, wherever used in this ordinance, shall be construed to apply as follows, except where the context indicates otherwise:

(1) **“Abandonment”** means the absence from the premises for three consecutive weeks without notification in writing to the Housing Authority.

(2) **“Action, Suit or Lawsuit, Claim, Complaint or Defense”** shall include any dispute between persons or entities which relates to the sale, rental, use, lease or occupancy of any housing, dwelling, premises or accommodation for human occupancy, including claims for the payment of monies for such housing, dwellings, premises or accommodations, damages to such units, condition of such units or the relationships between owners and occupants of such units, including the right to occupy them.

(3) **“Adjusted Income”** means the annual income that remains after the following deductions. In no case shall the deductions exceed household income:

(a) Youth and Students. \$480 for each member of the family residing in the household (other than the head of household or the spouse of the head of the household):

(i) Who is under 18 years of age; or

(ii) Who is 18 years of age or older and a full-time high school (or GED) student.

(b) Elderly or Disabled Families. \$400 for an elderly or disabled head or co-head of household.

(c) Medical and Attendant Expenses. The amount by which 3 percent of the annual income of the family is exceeded by the aggregate of:

(i) Medical expenses, in the case of an elderly or disabled family; and

(ii) 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.

(d) Child Care Expenses. Verified out-of-pocket childcare expenses, to the extent necessary, to enable another member of the family to be employed or to further his or her education.

(e) Earned Income of Minors. The amount of any earned income of any member of the family who is less than 18 years of age.

(f) Excess Travel Expenses. Excessive travel expenses (travel more than 25 miles) for the Head or Co-Head of Household, shall receive a maximum deduction of \$25 per family per week, for employment and/or education related travel.

(g) Child Support. Financial obligations paid to another household for the support of minor children.

(4) **“Adult Person”** means any person 18 years of age or older.

(5) **“Affected Persons”** means the Tenant who is subject to the provisions of this ordinance, and the Tribe by the Housing Authority.

(6) **“Annual Income” or “Income”** as defined in in 24 CFR § 5.609 means the following:

(a) Annual income means all amounts, monetary or not, which:

(i) Go to, or on behalf of, the family head or spouse (even if temporarily absent) or to any other family member;

(ii) Are anticipated to be received from a source outside the family during the 12-month period following admission or annual reexamination effective date; and which are not specifically excluded in subs. (c) below; or

(iii) Annual income derived (during the 12-month period) from assets to which any member of the family has access.

(b) Annual income includes, but is not limited to:

(i) The full amount, before any payroll deductions, of wages and salaries, overtime pay, commissions, fees, tips and bonuses, and other compensation for personal services;

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

(iii) Interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as deductions in determining net income. An allowance for depreciation is permitted only as authorized in subs. (6) (b) (ii) above. Any withdrawal of cash or assets from an investment will be included in income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rate, as determined by HUD;

(iv) The full amount of periodic amounts received from Social Security, annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts, including a lump-sum amount or prospective monthly amounts for the delayed start of a periodic amount (except as provided in subs. (6) (c) (xiv), below);

(v) Payments in lieu of earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except as provided in subs. (6) (c) (iii), below);

(vi) Welfare assistance payments.

(1) Welfare assistance payments made under the Temporary Assistance for Needy Families (TANF) program are included in annual income only to the extent such payments:

(a) Qualify as assistance under the TANF program definition at 45 CFR § 260.31; and

(a) Are not otherwise excluded under subs. (6) (c), below.

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

(a) The amount of the allowance or grant exclusive of the amount specifically designated for shelter or utilities; plus

(b) The maximum amount that the welfare assistance agency could in fact allow the family for shelter and utilities. If the family's welfare assistance is ratably reduced from the standard of need by applying a percentage, the amount calculated under this paragraph

shall be the amount resulting from one application of the percentage.

(vii) Periodic and determinable allowances, such as alimony, child support payments, permanent kinship care payments, and regular contributions of gifts received from organizations or from persons not residing in the dwelling;

(viii) All regular pay, special pay and allowances of a member of the Armed Forces (except as provided in subs. (6) (c) (vii), below).

(c) Annual income does not include the following:

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

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

(iii) Lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses (except as provided in subs. (6) (b) (v), above);

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

(v) Income of a live-in aide, as defined in subs. (51), below;

(vi) The full amount of student financial assistance paid directly to the student or to the educational institution;

(vii) The special pay to a family member serving in the Armed Forces who is exposed to hostile fire;

(viii) (1) Amounts received under training programs funded by HUD;

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

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

(4) Amounts received under a resident service stipend. A resident service stipend is a modest amount (not to exceed \$200 per month) received by a resident for performing a service for the Housing Authority, on a part-time basis, that enhances the quality of life in the development. Such services may include, but are not limited to, fire patrol, hall monitoring, lawn maintenance, resident initiatives coordination, and serving as a member of the Board of Commissioners. No resident may receive more than one such stipend during the same period of time;

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

(ix) Temporary, nonrecurring or sporadic income (including gifts);

(x) Reparation payments paid by a foreign government pursuant to claims filed under the laws of that government by persons who were persecuted during the Nazi era;

(xi) Earnings in excess of \$480 for each full-time student 18 years old or older (excluding the head of household and spouse);

(xii) Adoption assistance payments in excess of \$480 per adopted child;

(xiii) Temporary kinship care payments;

(xiv) Deferred periodic amounts from supplemental security income and Social Security benefits that are received in a lump sum amount or in prospective monthly amounts, or any deferred Department of Veterans Affairs disability benefits that are received in a lump sum amount or in prospective monthly amounts;

(xv) Amounts received by the family in the form of refunds or rebates under State or local law for property taxes paid on the dwelling unit;

(xvi) Amounts paid by a State agency to a family with a member who has a developmental disability and is living at home to offset the cost of services and equipment needed to keep the developmentally disabled family member at home; or

(xvii) Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under any program to which the exclusions set forth in 24 CFR § 5.609 (c) apply. A notice will be published in the Federal Register and distributed to the Housing Authority identifying the benefits that qualify for this exclusion. Updates will be published and distributed when necessary.

(d) Annualization of income. If it is not feasible to anticipate a level of income over a 12-month period (e.g., seasonal or cyclic income), or the Housing Authority believes that past income is the best available indicator of expected future income, the Housing Authority may annualize the income anticipated for a shorter period, subject to a redetermination at the end of the shorter period.

(7) “**Area of Operation**” means all areas within the jurisdiction of the Lac Courte Oreilles Band of Lake Superior Chippewa.

(8) “**Board**” means the Lac Courte Oreilles Housing Authority Board of Commissioners.

(9) “**Building**” is a structure, and any appurtenances or additions thereto, designed for habitation, shelter, storage and the like.

(10) “**Common Property**” means the non-dwelling structures and equipment, common areas, community facilities, and in some cases, certain component parts of dwelling structures.

(11) “**Complaint**” means a grievance of any resident or applicant which is presented according to this ordinance.

(12) “**Demise**” means death, mental incapacity, physical incapacity, or incarceration.

(13) “**Dependent**” means a member of the family/household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled person or handicapped person, or is a full-time student.

(14) “**Disabled/Handicapped Person**” pursuant to 24 CFR § 5.403:

(a) Means a person who:

(i) has a disability as defined in 42 USC § 423;

(ii) is determined, pursuant to HUD regulations, to have a physical, mental, or emotional impairment that:

(1) Is expected to be of long-continued and indefinite duration;

(2) Substantially impedes his or her ability to live independently or in a close and unsupervised proximity to others; and

(3) Is of such a nature that the ability to live independently could be improved by more suitable housing conditions; or

(iii) Has a developmental disability as defined in 42 USC § 6001.

(b) Does not exclude persons who have the disease of acquired immunodeficiency syndrome or any conditions arising from the etiologic agent for acquired immunodeficiency syndrome.

(c) For the purposes of qualifying for low-income housing, does not include a person whose disability is based solely on any drug or alcohol dependence; and

(d) Means “individual with handicaps,” for purposes of reasonable accommodation and program accessibility for persons with disabilities.

(15) **“Disabled Family”** pursuant to 24 CFR § 5.403 means a family whose head (including co-head), spouse, or sole member is a person with a disability. It may include two or more persons with disabilities living together, or one or more persons with disabilities living with one or more live-in aides.

(16) **“Displaced Family”** pursuant to 24 CFR § 5.403 means a family in which each member, or whose sole member, is a person displaced by governmental action, or a person 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.

(17) **“Displaced Person”** means any lower income family or individual that moves from the real property or moves his or her personal property from the real property permanently and involuntarily, as a direct result of Acquisition, Rehabilitation, or Demolition.

(18) **“Drug Free Public Housing Zone”** means any public housing development administered by the Housing Authority plus the area within 300 feet of the property's boundary, or one city block whichever distance is greater which shall be free of selling, possessing, or possessing with intent to sell any illegal controlled substance. Maximum sentencing penalties will be imposed by the courts for unlawful controlled substance crimes committed within this defined zone. Housing Authority has a “zero tolerance” for drug activity; the lease of any Tenant who possesses any amount of a controlled substance in Housing Authority property will be terminated. All Tenants are responsible for the conduct of the members of their household and/or guests. The lease of a Tenant will also be terminated if a guest or household member is found to possess any amount of a controlled substance on Housing Authority property.

(19) **“Drug-Related Criminal Activity”** means the intent to manufacture, sell, distribute, consume, use, possess a controlled substance (as such term is defined in Section 102 of the



Controlled Substance Act) including the possession of drug paraphernalia, as evidenced by documentation from police reports, criminal background information, conviction, or indictment.

(20) **“Dwelling Unit”** means a house or building or portion thereof which is rented or leased as a home or residence by any person. With respect to tenancies involving the rental of space for a residential structure, but not the rental of the residential structure itself, “dwelling unit” does not include the residential structure.

(21) **“Earned Income”** means income derived from employment of household members.

(22) **“Elderly and Near Elderly Family”** means a family whose head (including co-head), spouse or sole member is an elderly or a near-elderly person, as defined in this section. It may include two or more elderly or near-elderly persons living together, or one or more elderly or near-elderly persons living with one or more live-in aides, or one or more such persons determined under the Indian housing plan for the agency to be essential to their care or well-being.

(23) **“Elderly Person”** pursuant to 24 CFR § 5.403 means a person who is at least 62 years of age.

(24) **“Essential to the Well-being of an Indian Family”** means any individual, with regard to eligibility for tribal housing, who is essential to the health and wellbeing of the Tribe.

(25) **“Excluded Income”** means income not included as annual income as defined in subs. (6) (c), above.

(26) **“Executive Director or Director”** means the individual employed by the Tribal Governing Board to manage the affairs of the Housing Authority as provided for in this ordinance and other relevant documents.

(27) **“Family”** pursuant to 24 CFR § 5.403 means, but is not limited to, the following, regardless of actual or perceived sexual orientation, gender identity, or marital status:

(a) A single person, who may be an elderly person, displaced person, disabled person, near-elderly person, or any other single person; or

(b) A group of persons residing together, and such group includes, but is not limited to:

(i) A family with or without children (a child who is temporarily away from the home because of placement in foster care is considered a member of the family);

(ii) An elderly family;

(iii) A near-elderly family;

(iv) A disabled family;

(v) A displaced family; and

(vi) The remaining member of a tenant family.

(28) **“Full-time Student”** means 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.

(29) **“Federal government”** shall be the United States of America; the Department of Housing and Urban Development or any other agency or instrumentality, corporate or otherwise of the United States of America.

(30) **“Gang”** means any ongoing organization, association, or group of three or more persons, whether formal or informal, which meets all of the following criteria:

(a) Has as one of its primary activities, the commission of criminal conduct as defined by applicable law; and

(b) Has a common name or common identifying sign(s) or symbol(s); and

(c) Includes members who individually or collectively engage in or have engaged in a pattern of criminal activity.

(31) **“Gang Recruitment”** means to recruit, solicit, entice or intimidate any person to join a gang.

(32) **“Gang Reprisal”** means to expressly or impliedly threaten to do bodily harm to any person or that person’s family or use any other criminally unlawful means to deter or punish any person from leaving a gang, or disassociating himself or herself from gang-related activity, or to deter or punish any reporting to the Housing Authority or any law enforcement agency of any gang-related activity.

(33) **“Gang-related Activity”** means the commission of any of the following activities for the benefit of, at the direction of, or motivated by involvement with a gang, with the intent to promote, further, or assist in criminal conduct by gang members:

(a) Distribution of controlled substances;

(b) Using any means, including but not limited to cyber-technology and social media, sometimes known as “cyber-bullying”, to threaten anyone with bodily harm, property destruction, libel, invasion of privacy or exposure of personal information or photographs,

(c) Any crime of violence that has an element involving the use or attempted use of physical force against the person on another; or

(d) Any felony offense that by its nature involves a substantial risk that physical force against the person of another may be used in the course of committing the offense, including:

- (i) Assault;
- (ii) Battery;
- (iii) Intimidation;
- (iv) Compelling organizational membership;
- (v) Homicide or manslaughter;
- (vi) Shooting at an occupied dwelling or motor vehicle;
- (vii) Kidnapping;
- (viii) Carjacking;
- (ix) Robbery;
- (x) Burglary;
- (xi) Drive-by shooting;
- (xii) Unlawful use or possession of weapons;
- (xiii) Bribery;
- (xiv) Tampering with or retaliating against a witness, victim, informant, or juror;
- (xv) Rape;
- (xvi) Torture;
- (xvii) Arson;
- (xviii) Money laundering;
- (xix) Felony vandalism;
- (xx) Unlawful sale of a firearm; or

(xxi) Obstruction of justice.

(34) **“Graffiti”** means the intentional marking, drawing, writing with paint, ink or any other substance on, or intentionally etching into Housing Authority property.

(35) **“Grievance”** means any dispute to which a resident or applicant may have with respect to Housing Authority action or failure to act which adversely affects their rights, duties, welfare or status.

(36) **“Guest”** means any person, other than the tenant, in or around a dwelling unit or on the premises with the permission and consent of the tenant.

(37) **“Head of Household”** means the adult member of the family who is the head of the household for purposes of determining income eligibility and rent. In order to be considered as the Head of Household, the person must have the mental capacity to understand the provisions of this ordinance, the lease, and other related documents / forms of the Housing Authority.

(38) **“Homebuyer”** means a person(s) who has executed a lease-purchase or purchase agreement with the Authority, and who has not yet achieved homeownership.

(39) **“Household”** means all the people who occupy a housing unit. A household includes the related family members and all the unrelated people, if any, such as lodgers, foster children, wards, or employees who share the housing unit. A person living alone in a housing unit, or a group of unrelated people sharing a housing unit such as partners or roomers, is also counted as a household.

(40) **“Housing Authority” or “Authority”** means the Lac Courte Oreilles Housing Authority which is the entity that has been delegated the responsibility for carrying out the intent of this ordinance, under the direction of the Executive Director.

(41) **“Housing Plan” or “Plan”** means the Indian Housing Plan, or IHP, including housing goals, objectives, and strategies, developed by the Housing Authority together with the Board.

(42) **“Housing Project” or “Project”** means any work or undertaking to provide or assist in providing (by any suitable method, including but not limited to: rental, sale of individual units in single or multifamily structures under conventional condominium, or cooperative sales contracts or lease-purchase agreements, loans or subsidizing of rentals or charges) decent, safe and sanitary dwellings, apartments, or other living accommodations for project eligible persons. Such work or undertaking may include buildings, land, leaseholds, equipment facilities, and other real or personal property for necessary, convenient, or desirable appurtenances, for streets, sewers, water service, utilities, parks, site preparation or landscaping, and for administrative, community, health, recreational, welfare or other purposes. The term “housing project” or “project” also may be applied to the planning of the buildings and improvements, the acquisition of property or any interest therein, the demolition of existing structures, the construction reconstruction, rehabilitation, alteration or repair of the improvements or other property and all other work in connection therewith, and the term shall include all other real and personal property and all tangible

or intangible assets held or used in conjunction with the housing project.

(43) **“HUD”** means the Department of Housing and Urban Development of the United States Federal Government.

(44) **“Indian”** means any person recognized as being an Indian or Alaskan Native by an Indian Tribe, the Federal Government or any State.

(45) **“Indian Family”** means a family or family member who is recognized as being an Indian or Alaskan Native by an Indian Tribe, the Federal Government or any State.

(46) **“Kinship Care Payments”** means family support payments for the temporary or long-term care of a relative child.

(47) **“Landlord”** includes the Housing Authority which is the owner or lessor of a dwelling unit, or premises, intended for the use of tenants.

(48) **“Lease” or “Rental Agreement”** means a written agreement, including any written rules and regulations adopted by the Housing Authority containing the terms and conditions of the use and occupancy of real property, dwelling units, buildings or premises, including a lease-to-purchase agreement.

(49) **“Lessee”** means a tenant of a dwelling unit or premises, user and/or occupier of real property.

(50) **“Lessor”** means the legal, beneficial or equitable owner of property under a lease.

(51) **“Live-in Aide”** pursuant to 24 CFR § 5.403 means a person who resides with one or more elderly persons, or near-elderly persons, or persons with disabilities, and who:

(a) Is determined to be essential to the care and well-being of the person(s);

(b) Is not obligated for support of the person(s); and

(c) Would not be living in the unit except to provide necessary supportive services and has no right to reside in the unit if not providing said services.

(52) **“Low Income Family”** means a family whose annual income does not exceed eighty percent (80%) of the median income for the area, as determined by the Secretary of HUD with adjustments for smaller and larger families.

(53) **“Median Income”** means, with respect to an area that is an Indian area, the greater of:

(a) The median income for the Indian area, which the Secretary of HUD shall determine; or

(b) The median income for the United States as published.

(54) **“Members of the Household”** means those persons listed in the lease or subsequent lease addendum.

(55) **“Monthly Adjusted Income”** means one-twelfth of adjusted income.

(56) **“Monthly Income”** means one-twelfth of annual income.

(57) **“Monthly Rent”** means the rent amount the family pays monthly as determined by the Housing Authority. Monthly Rent may include Flat Rent, Income Based Rent, Minimum Rent and Retroactive Rent. If the Housing Authority supplies all utilities (except telephone or cable TV) and other essential housing services are supplied by the Housing Authority, Monthly Rent equals the Total Tenant Payment. If Housing Authority does not supply utilities and other essential housing service, and these costs are not included in the Monthly Rent amount, Monthly Rent equals Total Tenant Payment less the applicable Utility Allowance.

(58) **“Near Elderly Family”** means a family whose head or spouse (or sole member) is at least 55 years of age but below the age of 62 years.

(59) **“Near Reservation”** means occupancy within the townships and cities adjacent to the reservation including but not limited to the townships of Hayward, Bass Lake, Couderay, Exeland, Hunter, Radisson, Round Lake, Sand Lake and Winter.

(60) **“Notice to Quit”** means a notice from the Authority to a tenant terminating a lease or rental agreement and demanding that the tenant and those with him/her leave the premises.

(61) **“Nuisance”** means the maintenance or allowance on real property of a condition which unreasonably threatens the health or safety of the public, or deprives neighboring property users of the reasonable use, enjoyment and occupancy of their property.

(62) **“Obligations”** means any notes, bonds, interim certificates, debentures, or other forms of obligation issued by the Authority pursuant to this ordinance.

(63) **“Obligee”** includes any holder of an obligation, agent or trustee for any holder of an obligation or lessor demising to the Authority property used in connection with a project, or any assignee or assignees of such lessor's interest or any part thereof, and the Federal government when it is a party to any contract with the Authority in respect to a housing project.

(64) **“Occupancy Standard”** means the standards established pursuant to § 7.519 of this ordinance to ensure that the rental units are maintained by the tenants in a safe and sanitary condition and that tenant actions will not impede the peaceful enjoyment of Housing Authority residents and communities.

(65) **“Pattern of Gang-related Activity”** means the commission, attempt to commit,

conspiring to commit, or solicitation of two or more predicate gang crimes, provided the criminal acts were committed on separate dates or by two or more persons who are members of, or belong to, the same gang within a one-year period.

(66) **“Person”** means the Housing Authority where the meaning of a portion of this ordinance requires, a public agency, corporation, partnership or other entity.

(67) **“Persons not Considered a ‘Dislocated Person’”** means a person who is not required to relocate permanently as a direct result of a rehabilitation project and who will return to the original project within a reasonable period of time (Temporary Relocation).

(68) **“Person not Eligible for Relocation Assistance”** means a person that is not eligible for relocation assistance if any of the following situations occur:

- (a) The tenant has been evicted for a serious or repeated violation of the terms and conditions of the lease or occupancy agreement;
- (b) Violation of Tribal, Federal, State, or local law or other good cause; or
- (c) The person has no legal right to occupy the property under tribal law.

(69) **“Person with Disabilities”** means Disabled/Handicapped as defined in subs. (14), above.

(70) **“Premises”** means a dwelling unit and the structure of which it is a part and all facilities and areas connected with it, including grounds, common areas and facilities intended for the use of tenants or the use of which is promised for tenants.

(71) **“Presumptive Gang Member”** means any person for whom there is any record by any law enforcement agency or court system identifying the individual as meeting any three of the following criteria:

- (a) The person has admitted to being a gang member;
- (b) The person is observed to associate with known gang members;
- (c) The person has gang tattoos to show allegiance;
- (d) The person wears gang symbols or colors which are associated with a gang;
- (e) The person is photographed with known gang members or shows other overt signs of gang involvement;
- (f) The person is recorded and written on gang documents and graffiti;
- (g) The person is identified by a reliable source (e.g. a teacher, social worker, law

enforcement officer) as being a gang member;

(h) The person is arrested with gang members;

(i) The person corresponds with gang members by telephone, mail, email, etc.; and/or

(j) The person writes gang symbols and other gang affiliation on notebooks, schoolwork, etc.

(72) “**Publication**” means the placement of an advertisement or notice in the newspaper of record for the Housing Authority area. (Newspaper in which legal advertisements are published).

(73) “**Rent**” means the monthly calculated payments to be made to the Authority or lessor from a tenant under a lease or rental agreement.

(74) “**Rental Unit**” means a leased unit for an initial term, followed by a month-to-month tenancy.

(75) “**Residency**” means the established proof of continuous occupancy of a residence on or near the reservation for a period of three months. Residency must be established prior to being awarded a unit. The burden is on the applicant to prove residency by employers, utility suppliers, school administrators or present landlord.

(76) “**Single Person**” means a person who lives alone and who does not qualify as an elderly family, a displaced person, or the remaining member of a Tenant family.

(77) “**Surcharge**” means the amount charged by the Housing Authority to a Tenant, in addition to rent, for consumption of utilities in excess of the allowance for Housing Authority furnished utilities or for estimated consumption attributable to Tenant owned major appliances or to optional functions of Housing Authority furnished equipment.

(78) “**Reservation**” or “**Reservation Lands**” means those lands located within the exterior boundaries of the Lac Courte Oreilles Reservation lands as well as off-reservation lands under the jurisdiction and purview of the Lac Courte Oreilles Tribe.

(79) “**Temporary Absence**” means an absence from the home for a period of longer than two (2) weeks with notification to the Housing Authority.

(80) “**Temporary Relocation Dwelling**” means a dwelling that is suitable, decent, safe and sanitary to be used by the resident during the rehabilitation period. The relocation dwelling may not necessarily be comparable to the original dwelling as long as the decent, safe and sanitary requirements are met.

(81) “**Tenant**” means the lessee(s), or person(s) entitled under a lease or rental agreement



to occupy a dwelling unit or premises to the exclusion of others.

(82) **“Tenant Rent”** means the amount payable monthly by the family as rent to the Housing Authority. Tenant rent does not include utilities

(83) **“Tribal Court”** means the court of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians.

(84) **“Tribal Governing Board”** means the Tribal Governing Board of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians.

(85) **“Utilities”** include electricity, gas, heating fuel (including wood), water, sewage service, septic tank pumping, drain field maintenance and sanitation services.

(86) **“Utility Costs”** means expenses for heat, cooking, lighting, water, and sewer incurred in the reasonable residential use and occupancy of a dwelling.

(87) **“Very Low Income Family”** means a lower income family whose annual income does not exceed fifty percent (50%) of the median income for the area, as determined by HUD, with adjustments for smaller and larger families.

**SUBCHAPTER 7.3 – GENERAL**

**§ 7.301      Housing Authority.**

The Tribal Governing Board hereby establishes and empowers the Lac Courte Oreilles Housing Authority to carry out the intent of this ordinance as further defined herein:

(1) The Tribal Governing Board shall employ an Executive Director who will be responsible for effectuating the Housing Authority Code and the duties as defined in the Director's job description. The Executive Director shall be supervised by the Tribal Governing Board.

(2) The Tribal Governing Board may pursuant to 2 LCOTCL § 5.302 grant a limited waiver of sovereign immunity of the Housing Authority thereby allowing the Housing Authority to be sued in its corporate name, upon any contract, claim or obligation arising out of its activities under this ordinance and thereby authorizes the Housing Authority the option to agree to such a duly issued Tribal Governing Board Resolution to a limited waiver of immunity from suit which it may not otherwise have; but the Tribe expressly does not waive its immunity from suit and shall not be liable for the debts or obligations of the Housing Authority.

(3) The Housing Authority shall have perpetual succession in its corporate name.

(4) The Housing Authority, acting through its Executive Director, shall have the following powers which it may exercise consistent with the purposes for which it has been established:

(a) To adopt and use a corporate seal.

(b) To enter into agreements, contracts and understandings with any governmental agency, Federal, state or local (including the Tribal Governing Board) or with any person, partnership, corporation or Indian tribe; and to agree to any conditions attached to Federal financial assistance.

(c) To agree, notwithstanding anything to the contrary contained in this ordinance or in any other provision of law, to any conditions attached to Federal financial assistance relating to the determination of prevailing salaries or wages or payment of not less than prevailing salaries or wages or compliance with labor standards, in the development or operation of projects; and the Authority may include in any contract let in connection with a project stipulations requiring that the contractor and any subcontractors comply with requirements as to minimum salaries or wages and maximum hours of labor and comply with any conditions which the Federal government may have attached to its financial aid to the project.

(d) To obligate itself, in any contract with the Federal government for annual contributions to the Housing Authority, to convey to the Federal government possession of or title to the project to which such contract relates, upon the occurrence of a substantial default (as defined in such contract) with respect to the covenants or conditions to which the Housing Authority is subject; and such contract may further provide that in the case of

such conveyance, the Federal government may complete, operate, manage, lease, convey or otherwise deal with the project and funds in accordance with the terms of such contract; provided, that the contract requires that, as soon as practicable after the Federal government is satisfied that all defaults with respect to the project have been cured and that the project will thereafter be operated in accordance with the terms of the contract, the Federal government shall re-convey to the Housing Authority as than constituted.

(e) To lease property from the Tribe for such periods as are authorized by law, and to hold and manage or to sublease the same.

(f) To borrow or lend money, to issue temporary or long-term evidence of indebtedness and to repay the same. Obligations shall be issued and repaid in accordance with the provisions of § 7.303 of this ordinance.

(g) To pledge the assets and receipts of the Housing Authority as security for debts; and to acquire, sell, lease, exchange, transfer or assign corporate personal property or interests therein.

(h) To purchase land or interests in land or take the same by gift; to lease land or interests in land to the extent provided by law.

(i) To undertake and carry out studies and analyses of housing needs, to prepare housing plans, to execute the same, to operate projects and to provide for the construction, reconstruction, improvement, extension, alteration or repair of any project or any part thereof.

(j) With respect to any dwellings, accommodations, lands, buildings or facilities embraced within any project (including individual cooperation or condominium unit); to lease or rent, sell, enter into lease-purchase agreements or leases with option to purchase; to establish and revise rents or required monthly payments, to make rules and regulations concerning the selection of tenants or homebuyers, including the establishment of priorities, and concerning the occupancy, rental, care and management of housing units; and to make sure further rules and regulations as may be deemed necessary and desirable to effectuate the powers granted by this ordinance.

(k) To finance the purchase of a home by an eligible homebuyer in accordance with regulations and requirements of the Department of Housing and Urban Development (HUD).

(l) To terminate any lease or rental agreement or lease-purchase agreement when the tenant or homebuyer has violated the terms of such agreement, or failed to meet any of its obligations thereunder, or when such termination is otherwise authorized under the provisions of such agreement; and to bring action for eviction against such tenant or homebuyer.

(m) To establish income limits, as required by HUD, for admission that insures that

dwelling accommodations in low income housing projects shall only be made available to eligible persons of low income.

(n) To develop projects and policies for the purpose of serving non-low income persons that are deemed ineligible for admission in low income housing projects.

(o) To purchase insurance from any stock or mutual company for any property or against any risk or hazards.

(p) To invest such funds as are not required for immediate disbursement.

(q) To establish and maintain such bank accounts as may be necessary or convenient.

(5) It is the purpose and intent of this ordinance to authorize the Housing Authority to secure the financial aid or cooperation of the Federal government in the undertaking, construction, maintenance or operation of any project by the Housing Authority.

(6) No ordinance or other enactment of the Tribe with respect to the acquisition, operation or disposition of Tribal property shall be applicable to the Housing Authority in its operations pursuant to this ordinance.

(7) The Tribal Governing Board does not by the adoption of this ordinance consent to any authorization not accountable to the Tribal Governing Board.

(8) The Executive Director shall submit the following reports to the Tribal Governing Board with copies to the Board of Commissioners;

(a) Monthly Report showing:

(i) Summary of the prior month's activities;

(ii) Financial condition of the Housing Authority;

(iii) Condition of the properties;

(iv) Number of units and vacancies;

(v) Any significant problems and accomplishments;

(vi) Plans for the future;

(vi) Such other information as the Executive Director, the Board of Commissioners, or the Tribal Governing Board deems pertinent.

(b) Annual Report showing;

(i) Summary of the above concerns addressed in the monthly report;

(ii) Long-term plans and goals for the Authority.

(9) The annual Indian Housing Plan (IHP) and related budgets submitted to HUD must be approved by the Tribal Governing Board as well as any other operating budgets of the Housing Authority.

**§ 7.302      Obligations.**

(1) The Housing Authority may issue obligations from time to time in its discretion for any of its purposes and may also issue refunding obligations for the purpose of paying or retiring obligations previously issued by it. The Housing Authority may issue such types of obligations as it may determine, including obligations on which the principal and interests are payable:

(a) Exclusively from the income and revenues of the project financed with the proceeds of such obligations, or with such income and revenues together with a grant from the Federal government in aid of such project;

(b) Exclusively from the income and revenues of certain designated projects whether or not they were financed in whole or in part with the proceeds of such obligations;  
or

(c) From its revenues generally.

Any of such obligations may be additionally secured by a pledge of any revenues of any project or other property of the Housing Authority. Neither the Board, the Authority, nor any person executing the obligations shall be liable personally on the obligations by reason of issuance thereof.

(2) The notes and other obligations of the Housing Authority shall not be a debt of the Tribe and the obligations shall so state on their face.

(3) Obligations of the Housing Authority are declared to be issued for an essential public and governmental purpose and to be public instrumentalities and, together with interest thereon and income therefrom, shall be exempt from taxes imposed by the Tribe. The tax exemption provisions of this ordinance shall be considered part of the security for the repayment of obligations and shall constitute, by virtue of this ordinance and without necessity of being restated in the obligations, a contract between:

(a) the Housing Authority and the Tribe, and

(b) the holders of obligations and each of them, including all transferees of the obligations from time to time.

(4) Obligations shall be issued and sold in the following manner:

(a) Obligations of the Housing Authority shall be authorized by a resolution adopted by the vote of a majority of the Tribal Governing Board and may be issued in one or more series.

(b) The obligations shall bear such dates, mature at such times, bear interest at such rates, be in such denominations, be in such form, either coupon or registered, carry such conversion or registration privileges, have such rank or priority, be executed in such manner, be payable in such medium of payment and at such places, be subject to such terms of redemption, with or without premium, as such resolution may provide.

(c) The obligations may be sold at public or private sale at not less than par.

(5) Obligations of the Housing Authority shall be fully negotiable. In any suit, action or proceeding involving the validity or enforceability of any obligation of the Housing Authority or the security therefor, any such obligation reciting in substance that it has been issued by the Housing Authority to aid in financing a project pursuant to this ordinance shall be conclusively deemed to have been planned, located and carried out in accordance with the purpose and provisions of this ordinance.

(6) In connection with the issuance of obligations or incurring of an obligation, under leases and to secure the payment of such obligations, the Housing Authority, subject to the limitations in this ordinance, may:

(a) Pledge all or any part of its gross or net rents, fees or revenues to which its rights then exists or may thereafter come into existence.

(b) Provide for the powers and duties of obligee and limit their liabilities; and provide the terms and conditions on which such obligees may enforce any covenant or rights securing or relating to the obligations.

(c) Covenant against pledging all or any part of its rents, fees and revenues or against mortgaging any or all of its real or personal property to which its title or right then exists or may thereafter come into existence or permitting or suffering any lien on such revenues or property.

(d) Covenant with respect to limitations on its right to sell, lease or otherwise dispose of any project or any part thereof.

(e) Covenant as to what other or additional debts or obligations may be incurred by it.

(f) Covenant as to the obligations to be issued as to the issuance of such obligations in escrow or otherwise, and as to the use and disposition of the proceeds thereof.

- (g) Provide for the replacement of lost, destroyed or mutilated obligations.
- (h) Covenant against extending the time for the payment of its obligations or interest thereon.
- (i) Redeem the obligations and covenant for their redemption and provide the terms and conditions thereof.
- (j) Covenant concerning the rents and fees to be charged in the operation of a project or projects the amount to be raised each year or other period of time by rents, fees and other revenues, and as to the use and disposition to be made thereof.
- (k) Create or authorize the creation of special funds for monies held for construction or operating costs, debt service, reserves or other purposes, and covenant as to the use and disposition of the monies held in such funds.
- (l) Prescribe the procedure, if any, by which the terms of any contract with holders of obligations may be amended or abrogated, the proportion of outstanding obligations the holders of which must consent thereto, and the manner in which such consent may be given.
- (m) Covenant as to the use, maintenance and replacement of its real or personal property, the insurance to be carried thereon and the use and disposition of insurance monies.
- (n) Covenant as to the rights, liabilities, powers and duties arising upon the breach by it of any covenant, condition or obligation.
- (o) Covenant and prescribe as to events of default and terms and conditions upon which any or all of its obligations become or may be declared due before maturity, and as to the terms and conditions upon which such declaration and its consequences may be waived.
- (p) Vest in any obligees or any proportion of them the right to enforce the payment of the obligations or any covenants securing or relating to the obligations.
- (q) Exercise all or any part or combination of the powers granted in this section.
- (r) Make covenants other than and in addition to the covenants expressly authorized in this section, of like or different character.
- (s) Make any covenant and do any acts and things necessary or convenient or desirable in order to secure its obligations, or, in the absolute discretion of the Housing Authority, tending to make the obligations more marketable although the covenants acts, or things are not enumerated in this section.

**§ 7.303      Board of Commissioners and Tribal Governing Board Liaison.**

The Board of Commissioners is hereby created to act in an advisory capacity to the Tribal Governing Board and the Housing Authority Executive Director and shall have those powers as stated in this section:

(1) The Tribal Governing Board, by formal action, shall appoint a Liaison(s) which shall be appointed to facilitate communication and coordination between the Tribal Governing Board and the Board. The Tribal Governing Board Liaison(s) shall not be considered a member of the Board.

(2) The Board of Commissioners Powers and Duties:

(a) To advise the Tribal Governing Board and Executive Director of the Housing Authority on housing projects and housing services needs of members and such other persons or entities the Housing Authority may serve.

(b) To acknowledge Band members housing needs/concerns and communicate them to the Executive Director of the Housing Authority.

(c) Assist in the creation and review and provide recommendations on policies governing the activities of the Housing Authority, and other such policies as requested by the Executive Director or the Tribal Governing Board.

(d) To provide advice on the development of a Strategic Plan on Housing.

(e) To review and provide information on the development of the annual Indian Housing Plan and the annual Performance Report.

(f) Provide advice as directed by the Tribal Governing Board or requested by the Executive Director on matters relevant to the Housing Authority and the purposes defined in § 7.104 of this ordinance.

(g) None of the aforementioned powers and duties may be construed or interpreted to empower the Board beyond the capacity of advisory in nature as more fully defined in subs. (4), below.

(3) Organization. The Board of Commissioners shall be organized in accordance with the following guidelines:

(a) The Board of Commissioners shall be composed of seven (7) persons, all of whom must be members. In no case shall a sitting Tribal Governing Board member, or an employee of the Housing Authority be appointed as a Board Member. No individual Commissioner, regardless of position, acting alone and without Board of Commissioner



approval is empowered or authorized to take any action or make any public statement regarding the Housing Authority or Board of Commissioners' positions on any matter.

(b) The Tribal Governing Board shall name one of the Board Member's as the Chairman of the Board. The Board shall elect from among its members a Vice-Chairman, and a Secretary. In the absence of the Chairman, the Vice-Chairman shall preside; and in the absence of both the Chairman and the Vice-Chairman, the Secretary shall preside.

(c) A member of the Board may be removed by formal action of the Tribal Governing Board for cause.

(d) The Tribal Governing Board will fill vacancies as soon as reasonably possible.

(e) The Board Members shall be appointed, and may be reappointed, by the Tribal Governing Board. Formal notification by the Tribal Governing Board as to the appointment or reappointment of any Member shall be conclusive evidence of the due and proper appointment.

(4) Advisory Capacity. The Board of Commissioners shall serve in an advisory capacity to the Tribal Governing Board and the Executive Director to promote comprehensive planning, delivery of housing services and evaluation of housing programs.

(a) **“Advisory Capacity”** to the Tribal Governing Board means that the Board of Commissioners shall assist the Tribal Governing Board in understanding the housing projects and housing services needs of members and such other persons or entities the Housing Authority may serve. As with other Tribal Committees, Boards and Commissions the Board of Commissioners do not supervise the Tribal Governing Board on Tribal Housing matters nor is it empowered to require that certain actions be taken or to require or demand that the Tribal Governing Board engage in or approve any particular recommended course of action. The Board of Commissioners shall review but does not have approval authority over all required or requested reports that the Executive Director submits to the Tribal Governing Board. Such duty or authority of review does not extend to reports or portions thereof that may be deemed confidential. The Chairperson or the Secretary of the Board of Commissioners may also be present at all meetings where the Director is expected to present or submit required or requested reports.

(b) **“Advisory Capacity”** to the Executive Director means that the Board of Commissioners shall assist the Executive Director in understanding the housing and housing project needs of Lac Courte Oreilles Tribal members and such other persons or entities as the Housing Authority may serve and in the planning and delivery of those services and evaluation of housing and Department programs. The Board of Commissioners is not authorized to supervise the Director on Tribal Housing matters or to require or demand that the Director engage in or approve any particular recommendation and shall not be involved in Housing Authority personnel matters except upon Tribal Governing Board request and then in only an advisory capacity.

(5) The term of office for each Member shall be two (2) years and staggered, except that in the case of prior vacancy, an appointment shall be only for the length of the unexpired term. Each member of the Board shall hold office until his or her successor has been appointed. All expirations shall occur on September 30th of each year and all appointments shall commence on October 1st of each year

(6) Board Members may receive compensation for their services including travel and training expenses incurred in the discharge of their duties. Such compensation rates shall be determined and approved by official action of the Tribal Governing Board or in the case of travel and training by the Tribal Governing Board Liaison.

(7) A majority of the full Board shall constitute a quorum but no action shall be taken by a vote of less than a majority of such full Board.

(8) The Secretary shall keep complete and accurate records of all meetings of the Board.

(9) Regular meetings of the Board shall be held monthly on the third Wednesday of the month or at a time agreed upon by the Board and the Executive Director. Special meetings may be held at the discretion of the Chairperson or by request of two Commissioners. Regular and Special meetings notices must be posted. Special meetings shall be limited to only the stated agenda and no regular business may be conducted.

**§ 7.304**      **Miscellaneous.**

(1) Each project developed or operated under a contract providing for Federal financial assistance shall be developed and operated in compliance with all requirements of such contract and applicable Federal legislation, and with all regulations and requirements prescribed from time to time by the Federal government in connection with such assistance.

(2) The Housing Authority shall obtain or provide for the obtaining of adequate fidelity bond coverage of its agents or employees handling cash or authorized to sign checks or certify vouchers.

(3) The Housing Authority shall not construct or operate any project for profit unless provided for by formal action of the Tribal Governing Board.

(4) The property of the Housing Authority is declared to be public property used for essential public and governmental purposes and such property and the Housing Authority are exempt from all taxes and special assessments of the Tribe.

(5) All property including funds acquired or held by the Housing Authority pursuant to this ordinance shall be exempt from levy and sale by virtue of an execution, and no execution or other judicial process shall issue against the same nor shall any judgment against the Housing Authority be a charge or lien upon such property. However, the provisions of this section shall not apply to

or limit the right of obligee's to pursue any remedies for the enforcement of any pledge or lien given by the Housing Authority on its rents, fees or revenues or the right of the Federal government to pursue any remedies conferred upon it pursuant to the provision of this ordinance or the right of the Housing Authority to bring eviction actions in accordance with § 7.301 (4) (l) and Subchapter 7.6 of this ordinance.

**§ 7.305      Cooperation in Connection with Projects.**

(1) For the purpose of aiding and cooperating in the planning, undertaking construction or operation of projects, the Tribe hereby agrees that:

(a) It will not levy or impose any real or personal property taxes or special assessments upon the Housing Authority or any project of the Housing Authority.

(b) It will furnish or cause to be furnished to the Housing Authority and the occupants of projects all services and facilities of the same character and to the same extent as the Tribe furnishes from time to time without cost or charge to other dwellings and inhabitants.

(c) Insofar as it may lawfully do so, it will grant such deviations from any present or future building or housing codes of the Tribe as are reasonable and necessary to promote economy and efficiency in the development and operation of any project, and at the same time safeguard health and safety, and make such changes in any zoning of the site and surrounding territory of any project as are reasonable and necessary for the development and protection of such project, and the surrounding territory.

(d) It will do any and all things, within its lawful powers, necessary or convenient to aid and cooperate in the planning, undertaking, construction or operation of projects.

(e) The Tribal Government hereby declares that the powers of the Tribal Government shall be vigorously utilized to enforce eviction of a tenant or homebuyer for nonpayment or other contract violations including action through appropriate courts.

(f) The Tribal Courts shall have jurisdiction to hear and determine an action for eviction of a tenant or a homebuyer. The Tribal Government hereby declares that the powers of the Tribal Courts shall be vigorously utilized to enforce evictions of a tenant or homebuyer for nonpayment or other contract violations.

(2) The provisions of this Article shall remain in effect with respect to any project, and said provisions shall not be abrogated, changed, or modified without the consent of the Department of Housing and Urban Development, so long as;

(a) The project is owned by a public body or governmental agency and is used for low income housing purposes.

As Approved and Adopted by Resolution No. 15-95, Amended by Resolution No. 17-46 and Resolution No. 18-71

(3) Any contract between the Housing Authority and the Department of Housing and Urban Development for loans or annual contributions, or both, in connection with such project, remains in force and effect.

(4) Any obligations issued in connection with such project or any monies due to the Department of Housing and Urban Development in connection with such project remain unpaid, whichever period ends the latest.

(a) If at any time title to, or possession of, any project is held by any public body or governmental agency authorized by law to engage in the development or operation of low income housing, including the Federal government, the provisions of this section shall inure to the benefit of and be enforced by such public body or governmental agency.

**§ 7.306      Relation to Federal Law.**

The Authority's participation in Federal Indian housing programs may create additional rights and responsibilities between the Housing Authority and others. To the extent practicable, this chapter shall be read consistently with applicable Federal law. Where there is a conflict between this chapter and any statute or regulation of the United States, the Federal law shall apply if it has specific applicability and if it is clearly in conflict with the provisions of this chapter.

**SUBCHAPTER 7.4 – HOUSING COURT**

**§ 7.401      Housing Court Division.**

There is hereby established a Housing Court Division of the Lac Courte Oreilles Tribal Court exercising jurisdiction pursuant to this ordinance as follows:

(1) The chief judge and any associate judges of the Lac Courte Oreilles Tribal Court shall serve as judges of the Housing Court. Any magistrate of the Tribal Court shall serve as magistrate of the Housing Court with such powers as are provided in 2 LCOTCL - Chapter 1 and in this ordinance.

(2) All matters under this ordinance shall be filed with the Housing Court.

(3) In the event that a Housing proceeding is transferred to the Housing Court from any other Court, the Housing Court shall require conformity with the substantive and procedural law of the Tribe, and shall permit amendment of pleadings and other actions necessary to effect jurisdiction over the matter and for conformity with this ordinance.

(4) All hearings in the Housing Court shall be without a jury. All proceedings shall be recorded electronically or verbatim by a licensed court reporter. The Housing Court Division may conduct hearings by telephone and may allow any party or witness to appear by telephone under such procedures as will best protect the rights of all parties.

**§ 7.402      Full Faith and Credit.**

(1) The Housing Court, Executive Director, and other officials of the tribal government shall grant the public acts, records and judicial proceedings of other entities, applicable to Housing proceedings, full faith and credit to the same extent such entities give full faith and credit to the public acts, records and judicial proceedings of the Tribe.

(2) Without limitation to subs. (1) above, the Housing Court may, upon filing, accept a case originally brought in another Court.

**§ 7.403      Jurisdiction over Housing Matters.**

To ensure the peace, harmony, safety, health and general welfare of Tribal members and those permitted to enter or reside on lands under the purview of the Housing Authority, and the efficient resolution of disputes thereon, the Housing Court shall have jurisdiction over the following:

(1) All lands under the purview of the Housing Authority;

(2) All buildings which may lie upon lands held under the purview of the Housing Authority;

(3) The Housing Authority is the entity that rents, leases or allow persons to occupy housing, dwellings or accommodations for the purpose of human dwelling, occupation, or residence. The Tenant means the lessee(s) or person(s) entitled under a lease or rental agreement to occupy a dwelling unit or premises to the exclusion of others. Tenant includes a person who rents a space for a residential structure and persons residing with that tenant under the terms of the lease or rental agreement. Such personal jurisdiction is extended over the Housing Authority and said Tenants whether or not they are members of the Tribe and whether or not they have a place of business within the Reservation;

(4) All contracts, liens, instruments or other agreements to which the Authority is a party;  
and

(5) Any act within the Reservation dealing with the subject matter of this chapter.

**§ 7.404      Parties.**

(1) In the absence of a specific provision in this ordinance or a court order to the contrary, all Affected Persons, as defined in § 7.201 (5) of this ordinance, shall be parties to a Housing Court proceeding.

(3) In all proceedings before the Housing Court, the Housing Authority shall represent the interests of the Tribe, which may be through the Executive Director or a designated representative of the Authority. The Executive Director or a designated representative of the Authority may be represented by the Tribal Prosecutor or other Tribal Attorney appointed by the Tribe to represent its interests before the Housing Court.

(4) Any party to a proceeding under this ordinance may be represented by an attorney or lay advocate at the party's expense, provided the attorney or lay advocate is admitted to practice before the Tribal Court.

(5) Upon a showing of good cause, and if the best interests of the Tribe so indicate, the Housing Court may order, allow, or invite persons other than affected persons to intervene and participate in any or all phases of the proceeding.

**§ 7.405      Discovery.**

(1) Copies of all law enforcement reports, relevant to a proceeding under this ordinance, including all officers' memoranda and witness statements, shall be made available by the Tribal Prosecutor, the Housing Authority upon request of a party, or tenant counsel prior to the initial hearing in any matter.

(2) All records which are relevant to a proceeding under this ordinance, and which are in the possession of the Housing Authority, shall be open to inspection by tenant counsel upon demand without release, unless privileged, unless release is required by tribal or federal law, or unless the records contain statements given under a promise of confidentiality or contain material the non-disclosure of which is necessary to protect the interests of the Tribe. If any records are not

released to a requesting party, the reason shall be given to the party, who may ask the Housing Court to review the denial of the request, in which case the Housing Court may, in its discretion, view the records in camera in order to decide whether to order the records released. Any party not represented by counsel may have access to records upon order of the Housing Court, which may be entered ex parte. Persons entitled to inspect records may obtain copies of them at their expense upon permission of the Housing Authority or the Housing Court. The Housing Court may require counsel or parties not to disclose material contained in the records to any other person if the Housing Court reasonably believes such disclosure would be harmful to the Tribe.

**§ 7.406      Informal Disposition.**

The Executive Director and affected parties may upon mutual consent petition the Housing Court to institute peacemaking proceedings in any case subject to the provisions of this ordinance. Peacemaking shall occur pursuant to the direction of the Housing Court under rules and procedures established, formally or informally, by the peacemaker or peacemakers appointed by the Tribal Court, provided that at any time that the Executive Director deems it appropriate, proceedings may be instituted under any other Subchapter of this ordinance.

**§ 7.407      Accelerated Proceedings.**

Notwithstanding any other provision of this ordinance, the Housing Court may, upon proper notice or waiver of notice, accelerate and combine any of the hearings provided for in this ordinance. The Housing Court may require the accelerated preparation of any required documents or may waive the submission of such documents, except that any document required as a prerequisite to an action may not be waived.

**§ 7.408      Right of Access to Records.**

Any party deemed appropriate by the Housing Court, whom has been the subject of a hearing pursuant to this ordinance, has the right, to review all of the Court's files on these matters subject to redaction or the rights of confidentiality as required by Tribal or federal law.

**SUBCHAPTER 7.5 – ADMISSIONS AND OCCUPANCY**

**§ 7.501      Rules and Regulations.**

The Housing Authority may develop, promulgate, implement and enforce reasonable policies and rules and regulations regarding the use and occupancy of the premises in addition to those described in this Subchapter.

**§ 7.502      Purpose.**

The purpose of this Subchapter is to govern the eligibility, selection and operation of the rental program of the Housing Authority in conformance with Tribal law, the requirements of the Native American Housing and Self-Determination Act of 1996 (NAHASDA), and those regulations established at 24 CFR Part 1000. The Housing Authority may enact more stringent policies and procedures in accordance with providing a safe and healthy environment. All other admissions policies, resolutions, motions and similar actions pertaining to the Housing Authority that are inconsistent with the provisions of this ordinance are hereby repealed unless specifically re-enacted after adoption of this policy. Any ambiguities that may be found during the application of this Subchapter will always be interpreted in favor of the Housing Authority’s efforts to provide a safe and healthy living environment.

**§ 7.503      Special Rules Pertaining to the LIHTC.**

Special rules may apply to resident’s applying to reside or currently residing in Low Income Housing Tax Credit Program (“LIHTC”). These units are subject to the requirements of § 42 of the Internal Revenue Code (as amended) and Chapter 5 of the HUD Handbook § 4350.3 (as amended).

**§ 7.504      Application Fraud.**

If a family intentionally misrepresents household composition or income at any time in order to avoid the resulting required monthly payment will be required to pay the difference between what was paid and what would have been paid during the period in question. Furthermore, any information provided to the Housing Authority which is subsequently found to be fraudulent or an intentional misrepresentation shall be grounds for immediate termination of the lease and from participation in Housing Authority programs for a period of 5-years and subject to any possible convictions and sanctions HUD.

**§ 7.505      Eligibility for Admission.**

Applicants of the Housing Authority for rental housing must meet the following requirements:

- (1) The family must be a Low-income Family or a Non-Low-income Family as further defined in § 7.201 (52) of this ordinance;



(2) The family must be an Indian family, or essential to the well-being of the Tribe and the need for housing for the family cannot reasonably be met without such assistance; and

(3) All applicants must have sufficient verifiable income to pay basic household expenses (including the minimum rent charge as defined in § 7.518 of this ordinance).

**§ 7.506      Ineligibility for Admission.**

The Housing Authority shall preclude admission of applicants whose activities, past and present, reasonably may be expected to have a detrimental effect on the Tenants or the environment of the Area of Operation. Such behavior would include, but not be limited to:

(1) Disturbances of neighbors, destruction of property, living or housekeeping practices at prior residence which may indicate an adverse effect to the health, safety or welfare of other Tenants;

(2) A history of activity, engaged in by the applicant or any member of the household of the applicant that threatens the health or safety of, or right to peaceful enjoyment of their premises by other residents of the Reservation or the employees of the Housing Authority, unless otherwise granted a waiver pursuant to Title III, Chapter 6 of the LCOTCL – Pardon and Forgiveness Code. A violation history as evidenced by a conviction of a crime, of a city or county ordinance adopting a state criminal statute, or of a tribal ordinance regulating public safety. Such a history also, as evidenced by an activity which violates this ordinance or the policies of the Housing Authority, and threatens health, safety, or Tenants' rights of peaceful enjoyment;

(3) A record of disregard of rules of occupancy and rights of others;

(4) The following sections shall apply to convicted sex offenders who are required to register under tribal, federal, or state law:

(a) No person shall be allowed admission to housing, either as head of household or other member of household, who is subject to either a ten year or lifetime registration requirement under the “Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program” 42 U.S.C. § 14071, or any state sex offender registration program;

(b) All applicants for housing, and any current resident upon request, shall sign a consent for release of criminal and registration information as a condition for consideration for housing or continued residency. The Housing Authority shall verify with state or local law enforcement authorities that no member of an applicant's household is registered prior to approving the application;

(c) Before an adverse action is taken with respect to an applicant on the basis that the applicant is subject to a ten year or lifetime registration requirement, the Housing Authority shall provide the Tenant or applicant with a copy of the registration information and an opportunity to dispute the accuracy and relevance of that information;

(5) No person shall be allowed admission to housing, either as head of household or other member of household, who has been convicted of the illegal manufacture, sale, or distribution of a controlled substance, or possession with intent to manufacture, sell, or distribute a controlled substance;

(6) No person shall be allowed admission to housing, either as head of household or other member of household, who has been convicted with use or possession of a controlled substance with intent to deliver, for a period of five-years after the date of the charge and a grant of a waiver pursuant to Title III, Chapter 6 of the LCOTCL – Pardon and Forgiveness Code;

(7) No person shall be allowed admission to housing, either as head of household or other member of household, who has been charged with use or possession of a controlled substance or drug paraphernalia, for a period of three years after the date of the charge and granted a waiver pursuant to Title III, Chapter 6 of the LCOTCL – Pardon and Forgiveness Code;

(8) A resident who abandons a unit shall be ineligible to apply for housing for a period of 24 months;

(9) An applicant that has failed to meet their financial obligations, including Court ordered restitution, to any Indian/Public Housing Agency or any other prior landlord shall be ineligible until such financial obligation is paid in full;

(10) A person who has not yet established residency as defined in § 7.201 (75) of this ordinance. This section does not apply to elderly applicants, who are eligible to apply for housing regardless of residency;

(11) The application of a person who has been charged with a crime or ordinance violation which has not yet reached final disposition and the disposition of which may affect the person's eligibility under this Subchapter shall be held open until such disposition and shall not be acted upon until that time;

(12) Anyone subject to § 7.519 (9) (i) of this ordinance.

**§ 7.507      Dependents.**

All dependent(s) listed on the application must be the lawful dependent(s) of the applicant. In the case of shared physical placement, in order for a dependent child to be counted as a member of the applicant's household for eligibility purposes, the applicant must show proof that the applicant has primary physical placement of the child; that is, that the child lives with the applicant. The burden of proof is on the applicant/tenant and must be shown by at least one of the following types of documentation:

(1) An agreement between the parents bearing the notarized signatures of both parents assigning primary placement of the child to the applicant; or

(2) A court order, certified by the court as currently in effect, assigning primary physical placement of the child to the applicant.

**§ 7.508      Application Procedure.**

(1) Any family may apply for admission to the rental housing program. Families may apply for both rental and homeownership, but must submit a separate application for each program.

(2) All applications will be dated and time-recorded as received and ranked in accordance with the Selection Preferences in § 7.511 of this ordinance.

(3) Verification and Certification of Family Composition. The Housing Authority shall verify household composition for determination of eligibility for unit size.

(a) As a condition of admission to, or continued occupancy of any unit, the Housing Authority shall require all applicable family members, as requested, to execute a consent form authorizing the Release of Information. The Housing Authority shall also require the family to submit the documentation necessary to verify eligibility or continued occupancy. Information or documentation shall be determined to be necessary if it is required for purposes of determining or auditing a family's eligibility to receive housing assistance, for determining the family's annual income or for verifying related information. The use or disclosure of information obtained for a family or from another source pursuant to this release and consent shall be limited to Housing Authority purposes.

(4) Utility Check. If applicant has an outstanding utility bill, the applicant can apply and be placed on the waiting list but cannot be awarded a unit until such financial obligation is paid in full.

(5) Criminal Background Check. Pursuant to applicable laws and regulations the Housing Authority will require any applicant and adults who will occupy the home to execute a consent to a criminal records background check through any Tribal, local, state or federal law enforcement agency.

(6) Juvenile Background Check. All minor children of an applicant family between the ages of 13 and 18 will require a criminal background check to the extent allowed by law.

(7) Criminal Activity. Criminal activity five years old or less, that resulted in bodily harm to any individual and/or was drug related will result in the applicant being deemed ineligible, unless there is evidence of rehabilitation to reasonably ensure that such activity will not be repeated.

(8) Fraud and Misrepresentations. The Housing Authority will notify an applicant in writing if any misrepresentations of information such as, household composition, other stated facts or incomplete information are revealed through the verification process. Fraudulent or intentional misrepresentation of information shall result in a determination of ineligibility for housing assistance and may also result in the referral to the proper authorities.

**§ 7.509      Notice to Applicants.**

(1) Eligible Applicants. When a determination has been made that an applicant is eligible and satisfies all requirements to be placed on the waiting list the Applicant shall be notified in writing of their placement on the waiting list.

(2) Ineligible Applicants. If an applicant is determined to be ineligible for admission to a housing program, the Housing Authority shall promptly notify the applicant.

**§ 7.510      Waiting List Eligibility.**

Only applicants determined to be eligible shall be placed on the waiting list. In the event that an applicant is subsequently found ineligible they may be removed from the waiting list. The Housing Authority shall promptly notify the applicant of their removal from the waiting list.

**§ 7.511      Waiting List Ranking.**

Applications are ranked first by preference points and then by date of application and time of application pursuant to the following criteria:

- |   |           |
|---|-----------|
| (1) Lac Courte Oreilles Citizen (Member)<br>(Applicant or child is a Lac Courte Oreilles Citizen (Member)): | 25 points |
| (2) Other Indian Applicant:<br>(Citizen (Member) of another federally recognized tribe)                     | 15 points |
| (3) Non-Indian Applicant Essential to the Well-being of LCO Families:                                       | 5 points  |
| (4) Honorably Discharged Veterans:<br>(Must provide a current DD214)  | 5 points  |
| (5) Existing Tenant Transfer Preference   | 5 points  |

**§ 7.512      Waiting List Placement.**

Applicants are advised that placement on the waiting list does not guarantee selection for housing.

**§ 7.513      Unit (Bedroom) Size.**

(1) The waiting list shall be divided according to bedroom size and eligible applicants will be placed on the appropriate waiting list as determined by the Housing Authority. In determining the size of the unit required, the Housing Authority will consider the age, sex, structural needs, location, handicap or disability needs and any other factors deemed appropriate.

(2) While on the waiting list, if a family subsequently requires a different bedroom size, they will be placed accordingly on the waiting list and will maintain their original application date.

**§ 7.514      Waiting List Updating.**

The waiting list shall be updated as new applicants are approved to be placed on the waiting list.

**§ 7.515      Renewal.**

Rental applicants are required to update their application at sometime within the twelve (12) month anniversary date of their application. Failure to update the application will result in the applicant being removed from the waiting list. The Housing Authority shall promptly notify the applicant of their removal from the waiting list. This section shall not apply to homebuyer or other waiting lists.

**§ 7.516      Selection Procedure.**

(1) Prior to selection of an applicant, verification must be made of their continued eligibility for housing by contacting their utility suppliers, employers, landlord for current information, other third parties, etc.

(2) When a unit becomes available, selections are made by contacting the next person on the waiting list.

(3) Selected applicants will be notified telephonically or by certified US mail of the availability of a unit. If all attempts to contact the applicant are unsuccessful and/or there is no response from the applicant within three (3) days of receipt of the notice, as verified by the certified US Mail Delivery of Receipt card, the applicant will be taken off the Waiting List.

(4) Emergency Placements Due to Fire. The Housing Authority shall give priority to a Tenant family whose home has been destroyed by fire unless the damage was determined to be the result of the Tenant's intentional conduct, negligence, damage or misuse of the property. Emergency placements shall supersede pending awards to waiting list applicants.

(5) Elderly/disabled families will be given preference for units specifically built for elderly/disabled families. Where there are no eligible elderly/disabled families to fill a vacancy, the Authority may allow admission of a near elderly family.

**§ 7.517      Pre-Admission Requirements.**

(1) After selection and applicant acceptance of a rental unit the adult family members will participate in a mandatory orientation with the Housing Authority staff prior to move-in which will consist of the following (not necessarily in this order):

(a) Review the terms and conditions of the residential lease agreement;

- (b) Review the information utilized to calculate rents and other payments;
- (c) Collect the required security deposit;
- (d) Sign all forms required by the Housing Authority; and
- (e) Review applicable policies of the housing program.

(2) The Housing Authority shall make arrangements for utility services to be placed in the Tenant's name after the lease agreement is executed except for utilities paid directly by the Housing Authority.

(3) Two original copies of the lease shall be signed by the Executive Director or designee, and all required Tenant(s), before the family may be admitted to a unit. One copy shall be kept in the Tenant's file and the other given to the Tenant.

(a) LIHTC Program: All adult household members will be required to sign the LIHTC Lease Addendum acknowledging their understanding of the requirements of the LIHTC program.

(4) A move-in inspection will be conducted for the purpose of the Tenant identifying any potential unit deficiencies.

**§ 7.518      Tenant Financial Obligations and Responsibilities.**

(1) Monthly Rent.

(a) Due Date. Rent and homebuyer payments are due on or before the 10th day of each month.

(b) Where and How to Make Payments.

(i) Rent payments may be made at the Housing Authority administrative offices or sent by mail to LCO Housing Authority, 13416 W Trepania Road, Hayward, WI 54843. Cash should not be sent by mail.

(ii) Payments may be made by cash, money orders, personal checks, or credit/debit cards.

(iii) Tenants shall be strongly encouraged to participate in employer payroll deduction programs so that rent payments are automatically paid each month.

(c) Rent Calculation. Rent is based upon a family's annual income minus authorized deductions; the resulting adjusted income is divided by twelve months which will be the adjusted monthly income (AMI). The resulting AMI will be multiplied by a percentage not

to exceed 30% but in no instance will the rent be less than \$25 per month.

(i) Any rent calculation percentages that are less than 30% will be subject to Board of Commissioner review and Tribal Governing Board approval by passage of a formal resolution.

(ii) Monthly rent shall also consist of other additional monthly charges assessed by the Housing Authority, as further defined in this ordinance or other Housing Authority policies.

(d) Anticipated Annual Income. If it is not feasible to anticipate a level of income over a 12-month period, the income anticipated for a shorter period may be annualized subject to a redetermination at the end of the shorter period.

(i) If a Tenant is employed for a pre-determined length of time (e.g. teachers), their payments may still be calculated on an annual basis, with a 12-month calculation, and a monthly charge for each of the 12 months of the year.

(e) Non Low-Income Family. A family that was low-income at the time of initial occupancy but subsequently becomes a non-low-income family due to an increase in income may continue to participate in the program in accordance with the admission and occupancy policies. Such families may continue to participate in the program subject to the following additional requirements;

(i) Non-low-income families cannot receive the same benefits provided low-income Indian families. The amount of assistance non-low-income families may receive will be determined as follows:

(1) The rent to be paid by a non-low-income family cannot be less than:  $(\text{Income of non-low-income family} / \text{Income of family at 80 percent of median income}) \times (\text{Rental payment of family at 80 percent of median income})$  but need not exceed the fair market rent or value of the unit.

(f) LIHTC Program. The Gross Rent (tenant paid rent plus utility allowance) will not exceed the LIHTC maximum rent limits established for Sawyer County.

(2) Ceiling Rents. Maximum ceiling rent determination will be subject to Board of Commissioner review and Tribal Governing Board approval by passage of a formal resolution.

(3) Recertification. The Housing Authority shall conduct a recertification once every two-years on the anniversary of the move-in date. The Housing Authority may conduct a recertification at any other time that the Housing Authority believes conditions have materially changed from the last certification or as requested by the Tenant due to a change in household income or family composition. Recertification may include a re-examination of the criminal records of all adult members of the household, and of all juvenile members to the extent allowed by law.

(a) LIHTC Program. Housing Authority shall require all households residing in LIHTC units to complete recertification paperwork annually.

(i) The head-of-household must complete the recertification form to include all household members and all adult household members must sign the Release of Information and any other forms required by the Housing Authority.

(ii) The Housing Authority shall verify information provided at the time of recertification in accordance with § 7.508 (3) of this ordinance, Verification and Certification of Family Income and Composition.

(4) Effective Date. All increases in rent or other payments shall take effect on the 1st day of the second month following the date of the recertification. Decreases in rent will take effect immediately on the 1st day of the next month.

(5) Housing Authority Purchased Utilities/Sanitation Services. A monthly charge for gas, electricity, water/sewer and sanitation services shall be assessed for those units which the Housing Authority pays, as determined by the Housing Authority. Failure to pay these assessed charges will be cause for eviction.

(6) Tenant Purchased Utilities. All utilities provided to the unit will be in the name of the head of household, unless otherwise approved by the Housing Authority. Failure to maintain the utilities is cause for eviction. Further, the head of household, as the Tenant of record, will sign a Release of Information for each utility to allow the Housing Authority to receive utility information on the unit as requested.

(7) Miscellaneous Charges.

(a) Late Fees. If payments are not received by the 10th day of the month, a late fee as determined by the Housing Authority, will be assessed.

(b) Returned Check Fees. If a check is returned for insufficient funds, a fee as determined by the Housing Authority will be assessed to the Tenant's accounts receivable and the Tenant will no longer be able to pay with a personal check for a period of twelve (12) months. The Tenants name will be place on a bad check list, which will be placed in a location visible to the general public.

(c) Insurance Related Charges. The Housing Authority will charge the Tenant for any insurance deductibles or damages to the units which are the result of the Tenant's negligence, damages or misuse of the property. The Tenant will be allowed an appropriate period of time to correct the situation. If the corrective action is not completed within the appropriate period, eviction proceedings may commence, unless satisfactory arrangements are made. If negligence, damages or misuse are repeated, eviction proceedings may commence.

**§ 7.519      Terms and Conditions of Occupancy.**



(1) Authorized Residents. Only those persons identified in the lease can reside in the unit. Additional household members are not authorized without the prior written consent of the Housing Authority.

(2) Unauthorized Residents. Under no circumstances will the following individuals be allowed to reside in a Housing Authority unit, temporarily or permanently;

(a) Formerly Evicted Person. A person who has been evicted from a unit of the Housing Authority, or who at the time of the eviction was a member of the household of a person who has been evicted from a unit of the Housing Authority, may not be given temporary or permanent housing in a unit of the Housing Authority unless otherwise granted a waiver pursuant to Title III, Chapter 6 of the LCOTCL – Pardon and Forgiveness Code.

(b) Harboring. A person who is wanted for questioning or for arrest by any law enforcement agency, or who has escaped or absconded from the custody of any law enforcement or correctional agency, may not be given temporary or permanent housing in a unit of the Housing Authority.

(3) Head of Household Demise. In the event of the demise of the head of household, which is not related to criminal or nefarious activity related activities in a Drug Free Public Housing Zone, the unit shall be assigned to the remaining members of the Tenant family as identified on the lease unless one of the following circumstance arises;

(a) All of the remaining household members are minor children, the person appointed legal guardian of the children shall have the right to occupy the unit as head of household in order to allow the minor children to remain in the unit, provided that the notice procedures as set forth in this section are followed.

(i) Within 30 days of the demise of the head of household, any person petitioning to be appointed legal guardian and desiring to occupy the unit with the children shall notify the Housing Authority of the petition and of the intent to occupy the unit with the children and shall provide to the Housing Authority a copy of the guardianship petition.

(ii) In the event more than one-person petitions for guardianship, any person awarded temporary guardianship shall have the occupancy rights stated in this section for as long as the temporary guardianship lasts, provided the named guardian immediately provides a copy of the court order to the Housing Authority establishing temporary guardianship. Finally, the person appointed permanent guardianship shall immediately provide a copy of the court order to the Housing Authority.

(iii) Any person petitioning for guardianship who has provided notice of an intent to occupy the unit under this section, shall conscientiously prosecute the

guardianship petition so that it is resolved promptly, and shall apprise the Housing Authority of the state of the guardianship proceeding upon Housing Authority request. The Housing Authority may terminate occupancy under this section if the petitioner fails to comply with the requirements of the preceding sentence.

(b) In instances where the head of household is a single Tenant, the unit will revert back to the Housing Authority and all personal property will revert to the designee as identified on the lease. If there is no designee, the personal property recipient will be determined through probate action. All personal property must be removed from the unit within 30 days of the demise by the designee. If not removed by the designee, the Housing Authority will remove the personal property to storage. Stored property may be released to the remaining members of the immediate family by consensus in writing, unless a copy of a probate petition (involving probate of the personal property) has been served on the Housing Authority and must be claimed within 30 days. If such a probate petition has been served, then the Housing Authority will only release the property as ordered by the court exercising probate jurisdiction. Any storage costs will be applied to the security deposit.

(c) LIHTC Program. If the appointed Legal Guardian was not a member of the original household composition at move-in they will be required to income qualify for the LIHTC unit, i.e. the change in Head of Household will result in the household being treated as a new “move-in”.

(4) Military Duty. In the event that a Tenant is called to military duty for a period exceeding thirty (30) days:

(a) The unit will be occupied by the remaining members of the Tenants family;

(b) The unit will be temporarily occupied by a responsible person chosen by the Tenant and approved in writing by the Housing Authority; or

(c) The Tenant will be responsible for the storage of their personal property during the absence and the Housing Authority will select a Tenant from the waiting list to occupy the unit until the original Tenant returns. Upon the return of the original Tenant, the temporary Tenant will be offered the next appropriate unit when it becomes available. The original Tenant shall make every possible effort to keep the Housing Authority informed of their possible return date.

(5) Temporary Absences. The Housing Authority must be notified in writing and the Tenant must receive authorization by the Housing Authority of any temporary absences that will exceed fourteen (14) days. In no instance will a Tenant be allowed an absence to be longer than thirty (30) days.

(6) Abandonment. If the Housing Authority has declared a unit abandoned, as identified below, the Housing Authority will secure the unit. If the Housing Authority determines that waiting for a response from the Tenant will result in potentially significant damage to its property, the Housing Authority reserves the right to immediately take control of the unit.

(a) If the Housing Authority has reasonable cause to believe that the premises have been vacated, e.g., reports or statements from neighbors, family members, employers and utility providers, a notice will be sent to the Tenant that the Housing Authority has cause to believe that the home has been abandoned and to respond within three days (3 days) of receipt of the notice or the Housing Authority will terminate the lease and take possession of the premises.

(b) At the end of 3 days, the Housing Authority will send another notice that it has taken possession of and secured the unit; the lease has been terminated effective the date of the letter and that any attempt to enter the premises would be considered trespass. Any possessions remaining in the unit will be removed and stored at the Tenant's expense. A move out inspection will be conducted; the utilities transferred to the Housing Authority, and the Tenant will be charged for any damages beyond the security deposit.

(7) Transfers.

(a) Transfers from one unit to another shall be allowed and is required when the size of the unit is no longer appropriate for the size of the family, if the family/household is in complete compliance with their current lease. The change in household composition must be permanent or expected to be permanent.

(i) If the unit is over-occupied, the Tenant may make application for transfer which shall be treated as a new application.

(ii) If the unit is significantly under-occupied, the Authority shall offer a smaller unit to the Tenant, if available, or place the Tenant on the waiting list. If the Tenant refuses to move to the smaller unit, the Authority shall proceed with eviction proceedings.

(b) Transfers between communities are allowed if the residents can locate another family with which to "trade" units. The trade must be pre-approved by the Executive Director and the occupants must agree to accept the unit in its present condition.

(c) Prior to allowing a transfer or trade, Resident Services Counselor must inspect the unit to ensure compliance with the current lease. The Tenant Accounts Receivables Clerk shall review the Tenant account for compliance.

(d) All families/households transferred, or trading units will be required to execute a new lease for the unit transferred into.

(e) Existing Tenant Transfer Preference. Existing tenants in good standing may be given preference points for placement on the waiting list. Tenants deemed eligible whom desire to utilize this transfer option must fill out an application and will be placed on the appropriate waiting list. The following criteria must be met and maintained by the tenant in order to be eligible for this preference:

(i) No compliance violations within the past 24 months;

(ii) No late payments within the past 24 months;

(iii) No outstanding balances owed to the Housing Authority;

(iv) No outstanding balances owed to any utility company;

(v) No activities in the past 24 months which has prevented other tenants from the peaceful use of their rental units;

(vi) Existing rental unit must be first inspected and determined to be in exceptional condition with only normal wear and tear and no visible signs of tenant caused damages.

(e) LIHTC Program. Families/Households may transfer to units within an LIHTC project without having to income qualify. However, if a family/household desires to transfer to a unit within a different LIHTC project, the household/family will be required to income qualify in order to be eligible to transfer.

(8) Unit Access/Entry and Inspections. Pursuant to the Housing Authority lease, residents are required to allow unit access/entry by Housing Authority staff and their authorized representatives for the following purposes:

(a) Scheduled/Routine Inspections. The Housing Authority is required to perform inspections of its rental units to ensure that it is maintained in a decent, safe and sanitary condition pursuant to §§ 7.1103, 7.1104, and 7.1105 of this ordinance. The frequency of the inspections is dependent on the particular unit and the associated program requirements. Housing Authority staff will inform tenants of the inspection frequency requirement during admission and if and when the interval should change during their tenancy. Tenants are encouraged to participate in the inspection process and inform staff of any issues that may have not been addressed by the inspector.

(b) Unscheduled Inspections. The Housing Authority reserves the right to inspect any unit pursuant to § 7.1106 of this ordinance, with or without notice, to ensure the unit is being maintained in a decent, safe and sanitary condition. This shall include and not limited to suspected lease violations.

(c) Law Enforcement Entry. By entering a lease with the Housing Authority, the Tenant authorizes the Housing Authority to consent on his or her behalf to any entry or search of his or her unit, as requested by any law enforcement official, and agrees to hold harmless the Housing Authority, its officers, employees, and agents for any harm or damages resulting there-from. Consent on behalf of the Housing Authority may be granted by the Executive Director, or designee.

(9) General Occupancy Standards/Requirements. The following is not intended to be an exhaustive all-inclusive list but to be general in nature to ensure that rental units are maintained by the tenants in a safe and sanitary condition and their actions will not impede the peaceful enjoyment of Housing Authority residents and communities. Consistent with the terms of the Residential Lease, any action or inaction by a Tenant, any member of the Tenant's household, any guest, or any other person under the Tenant's control will adhere to the following provisions:

(a) Animals or Pets:

(i) Tenants must abide by Title X, Chapter 4 of the LCOTCL – Animal Control Code.

(ii) Exotic animals and farm animals are not allowed in any Housing Authority unit or on the premises of any Housing Authority property.

(iii) Pit Bulls, Rottweilers or any mix of the two are not allowed.

(iv) Pets per household are limited to the following: two dogs; two cats; one dog and one cat; caged birds; aquarium fish; or other pets as approved by the Housing Authority.

(b) Operable Vehicles. All vehicles kept on Housing Authority property must be operable, licensed and parked on the designated driveway or parking area. Tenants shall not operate or park vehicles on lawns or other areas not designated as vehicle traffic or parking areas.

(c) Inoperable Vehicles. Inoperable vehicles are not permitted on Housing Authority properties. Any requests to deviate from this vehicle policy shall be in writing to the Housing Authority.

(d) ATV's. Tenants will not operate or allow any member of the household or any guest to operate an ATV in any manner that is illegal or destroys the Tenant's yard or any other Tenant's yard, grass, ground cover or causes ruts in any yard, or in any way disturbs the peaceful enjoyment of other Tenants.

(e) Fire Pits. Fire pits must be located at least 20 feet from the exterior perimeter of the unit and have a protective barrier around the rim no less than 10 inches in height. Tenant is responsible for making sure that no fires are left unattended and that all fire is extinguished when not in use. The fire pit cannot be constructed/located in a manner that would create a potential hazard.

(f) Criminal or Nefarious Activity. Tenancy may be terminated for any activity engaged in by the Tenant, any member of the Tenant's household, any guest, or any other person under the Tenant's control, regardless of whether such criminal activity has resulted in a criminal charge or criminal conviction, provided the Housing Authority has sufficient evidence to sustain its civil burden of proof in an eviction action for the following:

(i) Threatens the health or safety of other residents or employees of the Housing Authority or any other person residing in the immediate vicinity of the premises.

(ii) Threatens the right to peaceful enjoyment of their premises by other residents of the Housing Authority or any other person residing in the immediate vicinity of the premises.

(iii) Criminal or nefarious activity (including drug-related criminal activity, gang-related activity, gang recruitment, or gang reprisal) on or off the premises.

(iv) Is a presumptive gang member as defined in § 7.201 (71) of this ordinance.

(v) Commits vandalism, creates graffiti, or defaces any part of the unit or any other property on or off the premises.

(vi) Uses any means, including but not limited to cyber-technology and social media, sometimes known as “cyber-bullying”, to threaten anyone with bodily harm, property destruction, libel, invasion of privacy or exposure of personal information or photographs.

(g) Unit/Property Alterations. Alterations to a rental unit or surrounding property are prohibited. No alterations shall be done to the unit by the Tenant or for the Tenant at the Tenant’s request. The Tenant will not make changes to the locks, locking mechanisms, or any hardware related to the ingress/egress doors in the unit. Any requests for special alterations must be made to the Housing Authority in writing and approved by the Housing Authority in writing. All approved alterations will become and remain the property of the Housing Authority and the tenant will not be reimbursed for any expenses they may have incurred.

(h) Natural or LP Gas Utilities. Any tampering or attempts to manipulate the gas tanks, meter, or connections to the unit are strictly prohibited and if attempted will be grounds for termination of the lease.

(i) Insurance Claims Due to Tenant Negligence, Damage or Misuse of the Property. Any insurance claims due to Tenant negligence, damage or misuse of the property will result in termination of the lease. Any Tenant, member of Tenant’s household, guest, or another person under the Tenant’s control terminated from a unit under this section shall be ineligible to apply for housing for a period of 24 months.

(j) Business Use of Unit or Premises. No business use of the unit or premises is allowed without Housing Authority approval in writing. Any approved uses must not potentially damage the unit or property and must not require alterations to the unit.

**§ 7.520      Compliance.**

(1) The Tenant's household, guest(s), or any other person under the Tenant's control are required to comply with the Residential Lease, the provisions of this ordinance, and other applicable policies while residing in a unit of the Housing Authority. Failure to adhere to the residential lease and other applicable policies will result in the Housing Authority initiating the following corrective measures, up to and including eviction.

(2) Compliance Procedures. The following procedures will be followed when there is a violation of applicable policies and lease requirements. The intent of the procedures is to try and encourage tenants to maintain and treat the Housing Authority property in a manner that ensures the units are not damaged and or a tenant's actions infringe upon the peaceful enjoyment of neighboring citizens. If after the Housing Authority has exhausted all remedies or if the compliance issue is severe enough the Housing Authority will proceed with eviction. Further, the sequence of the compliance process may or may not be followed dependent upon the severity of the issue and at the sole discretion of the Housing Authority. Notification of the following infractions will be in writing, clearly indicate the reason and will be served upon the tenant either personally, via certified mail or posted in a conspicuous location on the rental unit. Additionally, the notice will clearly specify the amount of time allowed to correct the infraction and if not resolved other remedies will be sought up to and including eviction.

(a) Lease Warning. A warning shall be given for a noncompliance issue that:

(i) Has the potential of causing damage to the rental unit:

(ii) Does not appear to pose an immediate threat to the health and safety of the tenant(s) or neighboring residents that is from tenant negligence or activities;

(iii) Does not immediately impede or disrupt the rights of neighboring citizens to peacefully use and enjoy their rental unit or private home(s);

(iv) Is not considered criminal activity;

(v) Violates the General Occupancy Standards/Requirements contained in this policy; or

(vi) Violates any provision of the Residential Lease and applicable addendums.

(b) Lease Violation. A violation will be given for a noncompliance issue that:

(i) Is a result of a tenant receiving two (2) Warnings within a 12-month period, regardless if the warnings are for the same infraction or not;

(ii) Is determined to be tenant caused damage to the rental unit;

(iii) Poses an immediate threat to the health and safety of the tenant(s) or neighboring residents that is from tenant negligence or activities;

(iv) Tenant negligence, or activities that significantly impedes or disrupts the rights of neighboring citizens to peacefully use and enjoy their rental unit or private home(s);

(v) Is considered criminal activity;

(vi) Significantly violates the General Occupancy Standards/Requirements contained in this policy and/or;

(vii) Significantly violates any provision of the Residential Lease and applicable addendums.

(c) Compliance Period.

(i) The Housing Authority may require a tenant to be placed on a compliance period for any residential lease and/or policy infractions. The compliance period will be used as a mechanism to ensure the tenant complies with the requirements of the residential lease and applicable policies as well as an effort to avoid eviction. The term of a compliance period will be determined by the Housing Authority on a case by case situation considering all relevant issues surrounding the non-compliant issues. In no case will a compliance period be longer than twelve (12) months.

(ii) The tenant will be required to agree to resolve any issues that resulted in the implementation of the compliance period, remain compliant during the designated time period and if they shall default they further agree to waive their rights to any and all prescribed eviction notification timelines. If the tenant defaults during the designated time period, the Housing Authority may pursue immediate eviction proceedings pursuant to § 7.609 of this ordinance unless the tenant agrees to vacate the unit in a mutually agreed upon time. Further, the Housing Authority may perform unannounced and/or unscheduled inspections during the compliance period pursuant to § 7.1106 of this ordinance.

**§ 7.521 Post Occupancy.**

This section applies to all vacancy related occurrences.

(1) Move-Out Inspections. The Housing Authority must conduct a move-out inspection pursuant to § 7.1102 of this ordinance. A copy of the inspection report with an estimate of charges will be provided to the Tenant, at the address provided by the former Tenant, no longer than 60 days after the official vacancy date is established.

(2) Security Deposit. The security deposit will be returned in whole or in part to the head



of household or their designee as identified on their lease within ninety (90) days of vacancy of the unit only after it is determined that no past, current or potential of a future balance owed to the Housing Authority and all keys, garage door openers are returned. If there is no head of household or designee, the security deposit recipient will be determined through official probate action.

(3) Personal Property of the Occupant. The following procedures apply to property left/abandoned by the occupant upon vacancy of the unit:

(a) Notify the Tenant or other household member, by certified letter, that items of property have been left behind and that if not removed within five (5) days of receipt of the letter, the Housing Authority will remove and store the property. The property will not be released to the occupant unless removal and storage charges are paid.

(b) If it appears that the occupant has left the area and other household members as identified on the lease are unwilling to remove the property, the Housing Authority will remove and store the property.

(c) Upon placing the property in storage, a certified letter shall be sent to the Tenant at their last known address advising him/her of the action and what is required for release of the property. If it is not possible to determine the location of the Tenant to send a certified letter, notice shall be accomplished by publication. Property that has been stored and not claimed within thirty (30) days of the date of receipt of the notice by the Tenant shall be disposed of by public or private sale to achieve the greatest feasible value. Any remaining property not sold or having no value will be disposed of by the Housing Authority at their discretion. Any proceeds from the sale shall be applied to the costs of removal, storage and any remaining debts to the Housing Authority left by the former Tenant.

**SUBCHAPTER 7.6 – EVICTION**

**§ 7.601      Purpose.**

(1) It is the purpose of this Subchapter to protect the health, safety, welfare and peaceful enjoyment of all peoples and communities residing on or near the Lac Courte Oreilles Reservation and within the jurisdiction of the Housing Authority. Furthermore, it is the purpose of this ordinance to also ensure that property of the Housing Authority is protected, and that criminal, dangerous or non-permitted activities do not occur on or near Housing Authority property.

(2) The provisions of this Subchapter shall apply to any and all arrangements between the Housing Authority and a leaseholder or tenant, whether they are formal or informal, written or agreed to orally or by the practice of the parties, in renting, leasing, occupying, or using any and all housing, dwellings, or accommodations for human occupation and dwelling.

**§ 7.602      Rules and Regulations.**

The Housing Authority may develop, promulgate, implement and enforce reasonable policies and rules and regulations regarding Eviction from Housing Authority property in addition to those described in this Subchapter. Title II of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians Tribal Code of Law (LCOTCL) except when inconsistent with any provision of this ordinance, shall also apply to any proceeding initiated hereunder;

**§ 7.603      Grounds for Evictions.**

A tenant may be evicted for:

(1) Nonpayment of rent under a lease agreement when such payments are not made after ten (10) calendar days of the agreement date of payment, or ten (10) calendar days following the first day of the month in a month-to-month tenancy.

(2) Any agreement in rent, costs, or damages which have been due and owing for thirty (30) calendar days or more. The receipt by the Housing Authority of partial payments under an agreement shall not excuse the payment of any balance due upon demand.

(3) Nuisance, intentional or reckless damage, destruction, or injury to the property of the Housing Authority or other tenants or disturbing another tenant's right to quiet enjoyment of a dwelling unit.

(4) Serious or repeated violations of the rental agreement, any reasonable rules or regulations adopted in accordance with Subchapter 7.5 of this ordinance, or any applicable building or housing codes pursuant to § 7.903 of this ordinance.

(5) Occupation of any dwelling without permission or agreement, following any reasonable demand by a person in authority over the dwelling to leave.

(6) Under other terms in the rental agreement which do not conflict with the provisions of this Code.

**§ 7.604      Notice to Quit Requirements.**

(1) When Notice to Quit is Required. When the Housing Authority desires to obtain possession of a dwelling unit, and when there exist one or more legally cognizable reasons to evict the tenant or tenants occupying the unit pursuant to § 7.603 of this ordinance, the Housing Authority shall give notice to the adult tenants to quit possession of such dwelling unit according to the provisions of this subs.

(2) Purpose of Notice to Quit. The purpose of the notice to quit is to provide advance notice to the tenant of a specific problem which needs to be addressed. It is also intended to induce the tenant(s) to enter discussions with the Housing Authority in order to resolve the problem.

(3) Statement of Grounds for Eviction Required. The notice to quit shall be addressed to the adult tenants of the dwelling unit and shall state the legally cognizable reasons(s) for termination of the tenancy and the date by which the tenant is required to quit possession of the dwelling unit.

(4) Form of Notice. The notice shall be in writing substantially in the following form: “I (or we) hereby give you notice that you are to quit possession or occupancy of the dwelling unit now occupied by you at (here insert the address or other reasonable description of the location of the dwelling unit), on or before the (here insert the date) for the following reason (here insert the legally cognizable reason or reasons for the notice to quit possession using the statutory language or words of similar import). Signed, (here insert the signature, name and address of the Housing Authority, as well as the date and place of signing).”

(5) Time Requirements for Notice. The notice must be delivered within the following periods of time:

(a) No less than thirty (30) calendar days prior to the date to quit specified in the notice for any failure to pay rent or other payments required by the agreement.

(b) No less than fifteen (15) calendar days prior to the date to quit specified in the notice for nuisance, serious injury to property, or injury to persons. In situations in which there is an emergency, such as a fire or condition making the dwelling unsafe or uninhabitable, or in situations involving an imminent or serious threat to public health or safety, the sections pursuant to § 7.609 of this ordinance shall apply.

(c) No less than fifteen (15) calendar days in all other situations, unless an Immediate Eviction is warranted pursuant to § 7.609 of this ordinance.

(6) Housing Authority Termination Notice. The Housing Authority termination notice shall qualify as the notice to quit required under this section so long as the time requirements of the

Housing Authority termination notice are at least as long as the time requirements set forth in subs. (5), above.

**§ 7.605      Serving the Notice to Quit.**

Any notice to quit must be in writing, and must be delivered to a tenant in the following manner:

- (1) Delivery must be made by an adult person.
- (2) Delivery will be effective when it is:
  - (a) Personally, delivered to a tenant with a copy delivered by mail;
  - (b) Personally, delivered to an adult living in the dwelling with a copy delivered by mail; or
  - (c) Personally, delivered to an adult agent or employee of the tenant with a copy delivered by mail.
- (3) If the notice cannot be given by means of personal delivery, or tenant cannot be found, the notice may be delivered by means of:
  - (a) Certified mail, return receipt requested, at the last known address of the tenant;  
or
  - (b) Securely taping a copy of the notice to the main entry door of the dwelling in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the dwelling, including a tribal office, public store, or other commonly frequented place and by sending a copy first class mail, postage prepaid, addressed to the tenant at the dwelling.
- (4) The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

**§ 7.606      Pre-Eviction Options.**

- (1) Negotiated Settlement. After a Notice to Quit is served upon a tenant, the Housing Authority and tenant may engage in discussions to avoid a proceeding to evict and to settle the issues between the parties. The agreement to enter into discussions will not affect the rights of the parties unless the parties reach an agreement to waive any of their rights.
- (2) Stay of Proceedings. Where the parties mutually agree in good faith to proceed with such discussions, and Judicial Eviction procedures have been initiated, the Court will stay such proceedings until it is notified by one or both parties that a hearing is required or that a settlement has been reached.

(3) Settlement Options. In reaching an agreement, the parties may consider, but are not limited to the following options:

- (a) The parties may represent themselves;
- (b) The parties may employ the use of lay advocates or attorneys;
- (c) The parties may make an agreement and stipulate to any terms including, but not limited to, lease violations, code violations, monies past due, surrender of the dwelling or the eviction of tenants;
- (d) The parties may agree to dismiss the matter in exchange for any agreement reached through stipulation;
- (e) The parties may agree to stipulate to a judgment to be entered by the Court.

**§ 7.607      General Eviction Procedure.**

(1) Summons and Complaint. If, after the date set forth in the notice to quit for the tenant(s) to quit possession of the dwelling unit, the tenant has not quit possession, the Housing Authority may file a complaint in the Tribal Court for eviction and such other relief as the Court may deem just and proper. The complaint shall state:

- (a) The names of the adult tenant(s) against whom the suit is brought;
- (b) A description of the rental agreement, if any;
- (c) The address or reasonable description of the location of the dwelling;
- (d) The grounds for eviction;
- (e) A statement showing that the notice to quit and any required termination notices have been served in accordance with this code or other applicable law; and
- (f) A statement of the relief demanded, including any claim(s) for possession of the dwelling unit, damages, fees, costs, or other special relief.
- (g) A statement that the Housing Authority has complied with all required regulatory processes prior to filing the eviction action.

(2) Action Upon Filing Complaint. When a complaint is filed in the Tribal Court, it shall be immediately presented to a Tribal Court Judge. This shall be on the date of filing, or, if no judge is present, on the first regular Court day after filing or when a judge may first be found. The judge shall review the complaint and shall, if it appears to be in compliance with the provisions of § 7.607 and served as set forth in § 7.605, issue an order of the Court requiring the defendant named

in the complaint to appear before the Court on a certain date to contest the complaint. The date for appearance for answering the complaint shall be no less than seven (7) calendar days after the date of the order in matters involving serious lease or admissions and occupancy violations pursuant to § 7.609 of this ordinance, or fifteen (15) calendar days in all other cases. Upon setting of the date for appearance, the plaintiff Housing Authority shall have defendant tenant served with the complaint and a summons to appear for the court date.

(3) Commencement of Proceedings.

(a) If the tenant appears before the Court in person or in writing to contest the complaint, the Court shall set a hearing date. Any written response shall state any defenses or factual disputes and where any defendant appears in person, a written response shall be served upon the plaintiff within five (5) calendar days of any hearing, excluding weekends and holidays.

(b) The Court shall set a hearing date which is no more than fifteen (15) calendar days following the date for appearance, except when the hearing date would fall on a weekend or holiday, and in such a situation on the first regular Court day following that date.

(c) A defendant may, for good cause shown, and upon the payment of a reasonable sum for the fair rental value of the dwelling between the date on which the complaint was filed and the date of hearing, obtain an extension of time, beyond the fifteen (15) day period. The Court may refuse to extend the date of hearing where the complaint is based upon nuisance or injuries as provided in § 7.603 (3) of this ordinance and shall not extend the date of hearing where the complaint is based upon conduct which is alleged to constitute a serious danger to public health, safety, or peace.

(d) The Court may in its discretion on motion from the Housing Authority order the tenant to pay into the Court rents for the use and occupancy during the pendency of the eviction case.

(4) Defenses. The Court shall grant the remedies allowed in this Code, unless it appears by the evidence that:

(a) The dwelling is untenable, uninhabitable, or constitute a situation where there is a constructive eviction of the tenant, in that the dwelling are in such a condition, due to the fault of the Housing Authority, that they constitute a real and serious hazard to human health and safety and not a mere inconvenience.

(b) The Housing Authority has failed or refused to make repairs which are his responsibility after a reasonable demand by a tenant to do so, without good cause, and the repairs are necessary for the reasonable enjoyment of the dwelling.

(c) There are monies due and owing to the tenant because he has been required to make repairs which are the obligation of the Housing Authority and the Housing Authority

has failed or refused to make them after a reasonable notice. Such sums may be a complete or partial defense to a complaint for eviction, but only to the extent that such sums set off monies owed for occupancy. A tenant may be evicted after such a period if he fails or refuses to pay the reasonable rental value of the dwelling.

(d) That due to the conduct of the Housing Authority, there is injury to the tenant in such a way that justice requires that relief be modified or denied. This shall include the equitable defenses of estoppel, laches, fraud, misrepresentation, and breaches of serious and material obligations for public health, safety, and peace standards.

(e) That there are such serious and material breaches of applicable housing law on the part of the Housing Authority that it would be unjust to grant him a remedy.

(f) The Housing Authority is evicting the tenant because of his/her race, sex, sexual orientation, religion, age, marital status, family status, or because the tenant is disabled.

(g) The Housing Authority terminated the tenancy in retaliation for the tenant's attempt to secure his rights under this Code or to force the Housing Authority to comply with his duties under this Code.

(h) Any other material or relevant fact the tenant might present that may explain why his eviction is unjust and unfair.

(5) Discovery and Pre-Hearing Proceedings. Extensive, prolonged, or time-consuming discovery and preheating proceedings will not be permitted, except in the interests of justice and for good cause shown by the moving party. Discovery shall be informal, and reasonably provided on demand of a party, and it shall be completed within five (5) calendar days of the date of hearing. Requests for discovery shall be made no later than three (3) calendar days following the setting of a hearing date. The court may enter reasonable orders requiring discovery or protecting the rights of the parties upon reasonable notice.

(6) Evidence. Evidence in proceedings under this Code shall be informal and may include relevant and reliable hearsay evidence if such evidence is not the basis for a final decision. The books and records of the parties as to the payment or nonpayment of monies owed will be received in evidence and the files and business records of the Housing Authority with respect to the agreement of the parties will be received in evidence and the files and business records of the Housing Authority with respect to the agreement of the parties will be received in evidence upon their presentation to the Court; provided, however, that a tenant may examine the custodian of such records as to their contents. All hearings will be informal and designed to receive evidence in a fair and just manner.

(7) Burden of Proof. The burden of proof in all proceedings under this Code shall be by a preponderance of the evidence.

(8) Judgment.

(a) Within five (5) calendar days of the date of the Trial, the Court shall grant and enter judgment and the judgment shall grant all relief that the parties are entitled to as of the date of the judgment. The judgment may:

(i) Order the immediate eviction of a tenant and delivery of the dwelling to the Housing Authority;

(ii) Grant actual damages as provided in the agreement of the parties or this Code, including interest;

(iii) Order the parties to carry out an obligation required by law;

(iv) Establish a payment plan for the tenant;

(v) Order rent payments or damage judgments through tax intercept or garnishment;

(vi) Establish a Power of Attorney in another person/agency to fulfill rights or obligations of either the Housing Authority or the tenant;

(vii) Remediate the action in part or in whole through appropriate recalculation of rent;

(viii) Order the tenant to perform work for the Housing Authority to pay off back rent due and/or damages;

(ix) Order the payment of attorneys' fees and, where allowed by law or agreement, costs and expenses of litigation;

(x) Order the parties into negotiations as provided in § 7.606 of this ordinance; or

(xi) Grant any relief provided in this code or allowed in law or equity.

(b) If a tenant fails to appear in person or in writing on or before the date of appearance, the Court shall enter a default judgment against the defendant, so long as the plaintiff can reasonably show that relief should be granted and what kind of relief.

(9) Form of Judgment. The judgment shall state the relief granted by the Court to any party but need not state findings of fact or conclusions of law in support of the judgment. The judgment may state brief reasons for it. If a trial is held, the judge should, whenever possible, render his decision immediately after both parties have rested their case and award costs and restitution as appropriate.



(10) Execution of Judgment. An eviction order may be executed by a duly authorized law enforcement officer or officer of the Court, appointed by the Court for such a purpose. To execute the order, the officer shall:

(a) Remove all the evicted persons from the dwelling and verbally order them not to re-enter;

(b) Provide a copy of the order of eviction to all adult tenants;

(c) Post copies of the order of eviction on the doors of the dwelling if there is not any adult tenant present at the time of execution; and

(d) Supervise the removal of the possessions of the evicted persons. Any law enforcement officer shall, upon receipt of an order of the Court, execute the judgment or order made by it within five (5) calendar days of the date of the judgment or order and make a report to the Court on what was done to enforce it. Any law enforcement officer to whom a judgment or order is given for enforcement who fails, in the absence of good faith, or refuses to execute it shall be subject to the payment of reasonable damages, costs, and expenses to a party for failure to execute the judgment and/or suspension from employment. This Section shall also apply to any judgment on behalf of a tenant obtained under the general tribal civil procedure code and/or tribal small claims procedure code. All other portions of the judgment shall be subject to execution in the manner otherwise provided under tribal law.

(11) Stay of Execution. If judgment for possession of the dwelling unit enters in favor of the Housing Authority, the tenant may apply for a stay of execution of the judgment or order if within five (5) days of the judgment being rendered, the following is established:

(a) Good and reasonable grounds affecting the wellbeing of the party are stated;

(b) There would be no substantial prejudice or injury to the prevailing party during the period of the stay;

(c) Execution of the judgment could result in extreme hardship for the tenant(s); or

(d) A bond is posted, or monies are paid to the Court, to satisfy the judgment or payment for the reasonable use and occupancy of the dwelling during the period of time following the judgment. No stay may exceed three months in the aggregate. The clerk shall distribute such arrearages to the Housing Authority in accordance to any order of the court.

(12) Appeals. Appeals under this ordinance shall be handled according to the general tribal appellate provisions as established at Title II, Chapter 4 of the LCOTCL – Appeals Code, with the exception that the party taking the appeal shall have only five (5) days from the entry of the order of judgment to file an appeal. All orders from the Court will remain in effect during the pendency of an appeal under this ordinance unless otherwise ordered by the Court.

(13) Miscellaneous Complaints and Claims. Any miscellaneous complaint or claim including a complaint or claim by a tenant which does not fall within the procedures of this Subchapter may be made pursuant to other provisions of this ordinance.

(14) Notice to Leave the Dwelling. Any notice to leave a dwelling, shall be by written order of the court, and shall be delivered to the tenant in the following manner:

(a) Delivery shall be made by:

(i) A law enforcement officer of the Tribe or an agency of the United States Government, or

(ii) Any person authorized by the Tribal Court.

(b) Delivery will be effective when it is:

(i) Personally, delivered to a tenant with a copy delivered by mail, or

(ii) Personally, delivered to an adult living in the dwelling with a copy delivered by mail, or

(iii) Personally, delivered to an adult agent or employee of the tenant with a copy delivered by mail.

(c) If the notice cannot be given by means of personal delivery, or tenant cannot be found, the notice may be delivered by means of:

(i) Certified mail, return receipt requested, at the last known address of the tenant, or

(ii) Securely taping a copy of the notice to the main entry door of the dwelling in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the dwelling, including a tribal office, public store, or other commonly frequented place and by sending a copy first class mail, postage prepaid, addressed to the tenant at the dwelling.

(iii) Posting the notice in the Tribal Newspaper, Tribal Newsletter, or any other local Newspaper and by sending a copy first class mail, postage prepaid, addressed to the tenant at the dwelling.

(15) Forcible Eviction.

(a) Where the Court orders an eviction, and the defendant or any other occupant of the dwelling refuses to vacate voluntarily by the effective date of that Order, the defendant or other occupants may be forcibly removed from the dwelling by a law enforcement officer. At the hearing where the eviction is ordered, the Court shall inform the defendant

that if he does not vacate the dwelling voluntarily by the effective date, he and the other occupants will be subject to forcible eviction, and their property will be subject to storage, sale and disposal as set forth in subs. (c) below.

(b) Following eviction, the Court may allow the Housing Authority access to any property leased by either of them for purposes of preserving and securing it.

(c) Following forcible eviction of the defendant and/or other occupants, the former occupant's personal property shall be stored by the Housing Authority for at least thirty (30) days, either on the dwelling or at another suitable location. In order to reclaim their property, the former occupants shall pay the reasonable costs of its removal and storage. If they do not pay such costs within thirty (30) days, the Housing Authority is authorized to sell the property in order to recover these costs. The Housing Authority shall not condition return of the former occupant's personal property on the payment of any costs or fees other than those of removal and storage of those personal possessions. Should the Housing Authority attempt to condition return of personal possessions on payment of any other cost or fee, the Housing Authority shall forfeit its right to the costs of removal and storage. Upon request by the former occupants, the Housing Authority shall provide them with pertinent information concerning the sale, including the time, date and location. Any proceeds from the sale in excess of the storage and removal costs shall be remitted to the former occupants. Nothing in this section shall be construed to prevent the former occupants from reclaiming property remaining after the sale if they can arrange to do in a manner satisfactory to the owner. If the abandoned property is of cultural, religious, or ceremonial significance, the Housing Authority shall have an affirmative duty to locate next of kin and/or contact the Tribe to return these items.

(16) No Self-Help Evictions. The Housing Authority may not compel a tenant to vacate any dwelling under this Subchapter in a forceful fashion or way which causes a breach of the peace. For purposes of this section, the Housing Authority shall give a notice to quit and obtain a court order as provided in this under this Subchapter.

(17) Security Deposits.

(a) Payment of Security Deposit at Termination of Tenancy. The Housing Authority shall pay to the tenant or former tenant the amount of the security deposit that was deposited by the tenant with the Housing Authority at the time such security deposit, was deposited less the value of any damages which the Housing Authority, has suffered as a result such tenant's failure to comply with such tenant's obligations. Damages shall not include normal wear and tear.

(b) Action to Reclaim Security Deposit. Any tenant may bring a civil action in Tribal Court to reclaim any part of his/her security deposit which may be due.

**§ 7.608**      **Computation of Time**.

In computing a period of time under this Subchapter, by rule, by court order, or by statute, the day of the act, event, or default after which the designated period of time begins to run is not included. The last day of the period is included, unless it is a Saturday, Sunday, legal holiday or a holiday which the court is closed. In that event, the period runs until the end of the next business day.

**§ 7.609      Immediate Evictions.**

(1) A tenant may be immediately evicted by the Housing Authority, acting under its own authority, when the Housing Director or anyone he assigns determines by a preponderance of the evidence that either of the following exists:

(a) Drug Related Criminal or Nefarious Activity. In relation to Drug Related Criminal or Nefarious Activity, a tenant may be immediately evicted when Drug Related Criminal or Nefarious Activity engaged in on or near the dwelling by any tenant, household member, or guest, and any such activity engaged in on the dwelling by any other person under the tenant's control, or such activity engaged in by any tenant or household member within a Drug Free Public Housing Zone, as such activity poses an imminent or serious threat to the public health, safety, welfare of the community. (*See 24 CFR § 5.858*); or

(b) Interference with the Health, Safety, Welfare or Quiet Enjoyment. Any other activity/condition, that interferes with the health, safety, welfare or quiet enjoyment of the leased dwelling or the larger community (regardless of whether the activity/condition is criminal in nature or origin). This includes an activity/condition that poses an emergency, such as a fire or condition making the dwelling unsafe or uninhabitable (including Methamphetamine contamination<sup>1</sup>). (*See 24 CFR § 5.860*)

(i) A determination by the Housing Authority to seek immediate eviction for non-drug related criminal activity shall not be limited to, but shall include the following conditions:

(1) Threat to other residents. All leases with the Housing Authority provide that it may terminate a tenancy for any of the following types of criminal activity by any tenant, household member, or guest, and any such activity engaged in on the dwelling by any other person under the tenant's control:

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<sup>1</sup> In regard to contamination from Methamphetamine, both types of concerns exist (Drug related criminal activity and any other activity/condition that interferes with the health, safety, welfare and quiet enjoyment of the leased dwelling by other residents or the larger community which allow for an immediate eviction. In determining the severity, a heightened concern exists when any test result is positive, a severe concern exists when any test is positive, and the concentration is higher than 1.5 ug/100 cm<sup>2</sup>. This is the level set by Tribe pursuant to § 7.1004 of this ordinance indicating when a dwelling must be professionally remediated due to methamphetamine contamination. It is also a level that has been associated with contamination levels which may indicate the dwelling was used as a clandestine methamphetamine lab.

(a) Any criminal or nefarious activity that threatens the health, safety, welfare or quiet enjoyment of the dwelling by other residents (including Housing Authority staff).

(b) Any criminal or nefarious activity that threatens the health, safety, welfare, or quiet enjoyment of their dwellings by persons residing in the immediate vicinity of the dwelling or the larger community.

(2) Fugitive felon or parole violator. All leases with the Housing Authority provide that it may terminate a tenancy during the term of a lease if a tenant is:

(a) Fleeing to avoid prosecution, or custody or confinement after conviction, for a crime, or attempt to commit a crime, that is a felony under the laws of the place from which the individual flees, or that, in the case of New Jersey, is a high misdemeanor; or

(b) Violating a condition of probation or parole imposed under Federal or State Law. (*See 24 CFR § 5.859*)

(2) A tenant may be immediately evicted for criminal or nefarious activity when it falls under either of categories of concern noted above in subs. (1) (a) or (b), above. This can be done once the Housing Authority has determined that criminal or nefarious activity has been engaged in by any tenant, household member, or guest, and any such activity engaged in on the dwelling by any other person under the tenant's control, regardless of whether the person has been arrested or convicted for such activity and without satisfying a criminal conviction standard of proof of the activity. (*See 24 CFR § 5.861*)

**§ 7.610 Notice to Quit Requirements pertaining to Immediate Evictions.**

(1) When Required. A Notice to Quit is required when the Housing Authority desires to obtain immediate possession of a dwelling unit, and when there exists one or more concerns to immediately evict the tenant or tenants occupying the unit pursuant to § 7.609 of this ordinance, the Housing Authority shall give notice to the adult tenants to quit possession of such dwelling unit according to the provisions of this section.

(2) Purpose of Notice to Quit. The purpose is to provide notice to the tenant of the specific heightened or severe concerns which are resulting in their immediate eviction. It is also intended to provide notice to the tenant as to the date they must quit the dwelling, and shall list the documents, evidence or witnesses which have been utilized in making a determination regarding such heightened or severe concerns.

(3) Statement of Grounds for Immediate Eviction Required. The notice to quit shall be addressed to the adult tenants of the dwelling unit and shall state the heightened or severe concerns

related to the termination of the tenancy and the date by which the tenant is required to quit possession of the dwelling unit.

(4) Form of Notice. The notice shall be in writing substantially in the following form: “I (or we) hereby give you notice that you are to quit possession or occupancy of the dwelling unit now occupied by you at (here insert the address or other reasonable description of the location of the dwelling unit), on or before the (here insert the date) for the following reason (here insert the legally cognizable reason or reasons for the notice to quit possession using the statutory language or words of similar import). Signed, (here insert the signature, name and address of the Housing Authority, as well as the date and place of signing).”

(5) Time Requirements for Notice. The notice must be delivered within the following period of time before the Tenant is required to quit the dwelling:

(a) In the event of a concern pursuant to § 7.609 of this ordinance, the Housing Director, or anyone he assigns, may give the tenant(s) either immediate or no more than five (5) days’ notice to quit the dwelling.

(6) Housing Authority Termination Notice. The Housing Authority termination notice shall qualify as the notice to quit required under this subchapter so long as the time requirements of the housing authority termination notice are at least as long as the time requirements set forth in subs. (5), above.

**§ 7.611      Serving the Notice to Quit Pertaining to Immediate Evictions.**

Any notice to quit must be in writing, and must be delivered to a tenant in the following manner:

(1) Delivery must be made by an adult person.

(2) Delivery will be effective when it is:

(a) Personally, delivered to a tenant with a copy delivered by mail;

(b) Personally, delivered to an adult living in the dwelling with a copy delivered by mail; or

(c) Personally, delivered to an adult agent or employee of the tenant with a copy delivered by mail.

(3) If the notice cannot be given by means of personal delivery, or tenant cannot be found, the notice may be delivered by means of:

(a) Certified mail, return receipt requested, at the last known address of the tenant;

(b) Securely taping a copy of the notice to the main entry door of the dwelling in such a manner that it is not likely to blow away, and by posting a copy of the notice in some public place near the dwelling, including a tribal office, public store, or other commonly frequented place and by sending a copy first class mail, postage prepaid, addressed to the tenant at the dwelling.

(4) The person giving notice must keep a copy of the notice and proof of service in accordance with this section, by affidavit or other manner recognized by law.

**§ 7.612      Removal of Tenant(s) pertaining to Immediate Evictions.**

The notice to quit under this Subchapter shall serve as required documentation that the Housing Authority shall deliver to the tribal police before any tribal officer is required to remove any tenant or person from a dwelling in which the Housing Authority has effectively provided notice for immediate eviction. Should any tenant or person be found on the dwelling after being removed, such actions shall be grounds for trespass on behalf of the Housing Authority against the tenant or any individual found on the dwelling, so long as the individual had notice or there was constructive notice due to the conspicuous placement of notice at the dwelling.

(1) Following the removal of tenant(s), the Housing Authority shall have retaken possession of the dwelling and shall have the sole access for purposes of preserving and securing it.

**§ 7.613      Removal of Tenant Property pertaining to Immediate Evictions.**

The provisions under § 7.607 (15) shall apply unless the personal property of the tenant has been contaminated pursuant to § 7.1004 of this ordinance. If the personal property is contaminated, the tenant will be required to sign a liability waiver prior to the removal of their property. The removal of property shall be supervised by the Housing Authority and shall occur within thirty (30) days of the eviction. In the event that the tenant is unwilling to sign the waiver or is unable to remove their personal property, the property shall be disposed of and the tenant shall bear liability for the cost of disposal.

**§ 7.614      Immediate Eviction Procedure.**

In regard to the procedure related to an immediate eviction, the provisions of §§ 7.610, 7.611, and 7.612 shall be followed. If the tenant(s) would like to remove his or her personal property they must then comply with § 7.613.

(1) Challenge. To challenge an immediate termination by the Housing Authority, a tenant must file an appeal with the Tribal Court within three (3) days of receipt of the Notice to Quit pursuant to § 7.610 of this ordinance.

(2) In no instance will the immediate eviction of the Housing Authority be stayed by the Tribal Court.

(3) A summons and complaint must be submitted by the tenant in their appeal which alleges the reasons why the immediate eviction was not permitted or was wrongful under this Subchapter.

(4) The Housing Authority shall provide all documents and evidence pertaining to the immediate eviction at the initial hearing, which shall not be scheduled more than thirty (30) days after the tenant is required to quit the dwelling. During the initial hearing the Housing Authority will enter a plea and a scheduling order will be agreed to, so as to mandate dates and times which witness, and exhibit lists shall be due, as well as set the date for a trial.

(5) Trial. The trial will be held as scheduled and will be limited to whether the Housing Authority had the necessary documentation to show an immediate eviction was warranted under this Subchapter and that the Housing Authority followed its requirements in its notice to quit, in serving said notice and in the removal of any tenant(s) or their personal property.

(6) If the Housing Authority prevails at trial, its determination and immediate eviction shall stand. If the tenant(s) prevails at trial, the tenant(s) shall be allowed to resume his or her tenancy at the dwelling, however, no damages or other form of recovery for any purpose shall be allowed against the Housing Authority.



**SUBCHAPTER 7.7 – ADMINISTRATIVE PROCEDURES**

**§ 7.701 Personnel Policy and Procedures.**

The Housing Authority shall comply with the personnel law and policy of the Housing Authority as established in Title XIV, Chapter 4 of the LCOTCL – Housing Authority Personnel Policies and Procedures.

**§ 7.702 Property and Procurement Policy and Procedures.**

The Housing Authority shall comply with the property and procurement law and policy of the Tribe as established in Title XIV, Chapter 2 of the LCOTCL – Property and Procurement Policies and Procedures as follows:

(1) For the purpose of the implementation of this policy at the Housing Authority, the “Chief Procurement Officer” or “CPO” means the Housing Authority Procurement Officer whom is the official authorized by the Housing Authority to enter into and/or administer contracts and make related determination and findings on behalf of the Housing Authority as well as establish and maintain an inventory of all property and equipment. For the purpose of this ordinance, the term includes any Housing Authority employee designated and authorized to perform the duties of the CPO.

**§ 7.703 Travel Policy and Procedures.**

The Housing Authority shall comply with the travel law and policy of the Tribe as established in Title XIV, Chapter 3 of the LCOTCL – Travel Policies and Procedures. This Travel Policy establishes the rules governing travel by all employees of the Tribe, including all employees and Commissioners of the Housing Authority in the performance of their official job duties on behalf of the Authority (“Business Travel”) and the purchase or use of modes of transportation, such as Personal Automobiles, Housing Authority or Tribal vehicles, rental vehicles, tolls, parking, accommodations, air fare, etc. (collectively “Travel Services”) as follows:

(1) For the purpose of the implementation of this policy at the Housing Authority, the Housing Authority Executive Director and Housing Authority Program/Department Directors shall have the authority to approve or deny any business travel. Employees shall not approve the reimbursement or advance of their own travel related expenses.

(2) For the purpose of the implementation of this policy at the Housing Authority, the “Travel Clerk” means the Housing Authority Accounting Department whom are the officials authorized by the Housing Authority to administer travel advance requests. For the purpose of this ordinance, the term includes any Housing Authority employee designated and authorized to perform the duties of the Travel Clerk.

**§ 7.704 Fiscal Policy and Procedures.**

The Housing Authority shall comply with the fiscal law and policy of the Tribe as

established in Title XIV, Chapter 10 of the LCOTCL – Fiscal Policies and Procedures as follows:

(1) For the purpose of the implementation of this policy at the Housing Authority, the Housing Authority Finance Manager is the official authorized by the Housing Authority to oversee and implement the provisions of this policy. For the purpose of this ordinance, the term includes any Housing Authority employee designated and authorized to perform the duties of the Finance Manager.

**§ 7.705      Investment Policy.**

(1) Authority. Pursuant to § 204 of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), tribally designated housing entities may, for the purpose of carrying out affordable housing activities, invest Indian Housing Block Grant (IHBG) funds as approved by the Secretary of the Department of Housing and Urban Development. The Secretary has established limitations on the investment of IHBG funds in 24 C.F.R. § 1000.58. The Secretary has further prescribed administrative requirements for investing IHBG funds in program guidance notices. The Housing Authority is authorized to invests funds not needed for immediate disbursement pursuant to § 7.301 (4) (p) of this ordinance.

(2) Purpose. The purpose of the Housing Authority’s investments is to carry out affordable housing activities. Such activities shall be consistent with the Housing Authority’s current Indian Housing Plan.

(3) Funds Eligible for Investment.

(a) IHBG funds subject to the approval of the Secretary of HUD may be invested pursuant to this section.

(b) Other funds may be invested pursuant to this section provided that such investment is permissible under the law relating to the source of the funds and that such investment is performed pursuant to any applicable law, and provided further that any such investment is held separately from IHBG funds invested so as to fully comply with 24 C.F.R. § 1000.58 (d).

(4) Investments Allowed.

(a) No investment shall be made which has a duration of more than two years.

(b) All IHGB investment accounts shall be separate from other funds of the Housing Authority.

(c) The Housing Authority shall invest IHGB funds only in:

(i) Obligations of the United States: obligation issued by Government sponsored agencies; securities that are guaranteed or insured by the United States; mutual (or other) funds registered with the Securities and Exchange Commission

and which invest only in Obligations of the United State or securities that are guaranteed or insured by the United States; or

(ii) Accounts that are insured by an agency or instrumentality of the United States or accounts that ensure the continuous and full collateralization of deposits that are in excess of FDIC insurance amounts to ensure protection of the funds, even in the event of bank failure. Collateralization shall consist of identifiable U.S. Government securities as prescribed by HUD and specific authority contained in the agreement permitting HUD to exercise its rights pursuant to 24 C.F.R. § 1000.60.

(5) Staff Authority and Duties. Subject to the oversight by the Tribal Governing Board, Housing Authority staff is assigned authority to implement this policy as follows:

(a) The Executive Director shall serve as the custodian of all investment securities and shall keep such securities separate from the accounting records, the maintenance of which shall be the responsibility of the Housing Authority's accounting department.

(b) The Executive Director shall obtain authorization for all investment transactions from the Tribal Governing Board. All depository agreements shall be approved by resolution presented to the Tribal Governing Board by the Executive Director. All investment transaction shall be documented in the official records of the Housing Authority, which shall be maintained by the Executive Director.

(c) The Executive Director shall insure that safekeeping procedures for the security of investment documents are maintained.

(d) The Executive Director shall assure that all investments shall be made only in name of the Lac Courte Oreilles Housing Authority and shall be maintained in a custodial or trust account, as appropriate.

(e) The Executive Director shall assure that all investments are recorded in detail in an investment ledger, and that the investment ledger is periodically reconciled. The Executive Director shall further assure the use of a system to ensure that all investment income is collected, recorded, and credited to the appropriate accounts. The investment records shall be audited annually.

(f) The Housing Authority's accounting department shall maintain an investment maturity schedule evidencing that the investments and proposed investments will mature on the approximate dates the funds will be needed and that the investment maturity dates do not exceed two years.

## **SUBCHAPTER 7.8 – REPORTING REQUIREMENTS**

### **§ 7.801      Purpose.**

This Subchapter will ensure the operation of the Housing Authority in a business-like manner, ensure compliance with applicable federal requirements and require the monitoring of performance goals under the Indian Housing Plan.

### **§ 7.802      Reporting Responsibilities.**

(1) The Housing Authority shall comply with the appropriate requirements pertaining to self-monitoring as required by §§ 403 (b) and 404 (a) (1) of NAHASDA as well as 24 CFR §§ 1000.508 and 1000.510.

(2) The Housing Authority shall comply with the appropriate requirements pertaining to the annual performance report as required by § 404 of NAHASDA as well as 24 CFR §§ 24 CFR §§ 1000.512, 1000.514, 1000.516, 1000.518, 1000.520 and 1000.521.

(3) The Housing Authority shall comply with the appropriate requirements pertaining to annual audit as required by § 406 of NAHASDA as well as 24 CFR §§ 1000.524, 1000.544, 1000.546, 1000.548, and 1000.550.

(4) The Housing Authority shall comply with the appropriate requirements pertaining to the Indian Housing Plan as required by §§ 102 and 103 of NAHASDA as well as 24 CFR §§ 1000.212, 1000.214, 1000.216, 1000.218, 1000.220, 1000.222, 1000.224, 1000.225, 1000.227, 1000.228, 1000.230, 232, 1000.234, and 1000.524.

**SUBCHAPTER 7.9 – HOUSING REHABILITATION AND CONSTRUCTION STANDARDS**

**§ 7.901      Purpose.**

The purpose of this Subchapter is to promote the general health, safety and welfare and to maintain certain quality standards in the rehabilitation and construction of housing units under the management and authority of the Housing Authority as established in 24 CFR § 982.401 – Housing Quality Standards.

**§ 7.902      Scope.**

The scope of this Subchapter includes the construction and rehabilitation of one family and multi-family dwellings under the management and administration of the Housing Authority including the 1937 Housing Act stock and NAHASDA units and other units.

**§ 7.903      Uniform Dwelling Code.**

The Housing Authority shall comply with the Uniform Dwelling (Building) law and policy of the Tribe as established in Title XI, Chapter 8 of the LCOTCL – Uniform Dwelling (Building) Code. Except as preempted by tribal law, the Wisconsin Uniform Dwelling Code, Chs. 20-25 of the Wisconsin Administrative Code, and all amendments thereto, as adopted and incorporated by reference, shall also apply to all buildings within the scope of this Subchapter.

**§ 7.904      Building Inspector.**

There is hereby created the position of building inspector, who shall administer and enforce this ordinance.

## **SUBCHAPTER 7.10 – MAINTENANCE POLICIES AND PROCEDURES**

### **§ 7.1001      Purpose.**

The Housing Authority recognizes that one of the most important aspects of the operations of the Housing Authority is the maintenance of Housing Authority owned and managed units. If units are not maintained on a regular basis, the long-term viability of the Housing Authority as a property management entity is threatened and the Tribe and the residents will lose a valuable resource. These procedures are intended to implement a full system of maintenance for those units where the Housing Authority has the obligation to perform the maintenance as required. Therefore, the purpose of the Housing Authority's maintenance procedures shall be to:

(1) Maintain all property and equipment under the management of the Housing Authority in a decent, safe and sanitary condition.

(2) Conduct timely inspections, regular and preventive maintenance, timely repairs and replacements to ensure the structural integrity of the units along with making sure all equipment associated with the unit is functioning properly.

### **§ 7.1002      Maintenance Responsibilities.**

(1) Renter Responsibilities. As specified in the lease agreement, the renter is responsible for the normal care of the dwelling unit and common property around it. The renter must maintain the unit in good condition and prevent health or sanitation problems from arising. The renter is responsible for care of the lawn and removal of any garbage and rubbish. The renter must promptly notify the Housing Authority of the need for repairs to the unit and of conditions which may lead to damage to the unit caused by vandalism or criminal activity. The renter is also responsible for cleaning the unit and grounds upon vacating.

(2) Homebuyer Responsibilities. The homebuyer is responsible for maintenance of the home, including all repairs and replacements. The responsibility extends to the structure, plumbing, appliances, heating system, and electrical work. The homebuyer must report any deficiencies which could arise during the warranty period.

(3) Housing Authority Responsibilities. If the tenant or homebuyer fails to meet his/her obligation, the Housing Authority shall perform the necessary maintenance activities subject to the provisions of § 7.1006 of this ordinance. In emergency situations, Housing Authority staff have the authority and responsibility to enter the premises without the consent of the resident in order to protect the unit from damage.

### **§ 7.1003      Maintenance Requests and Priorities.**

(1) Requests for Maintenance. All requests for maintenance, whether made by telephone, in person or by staff of the Housing Authority, shall be processed by completion of a work order which contains the following information:

- (a) The date the order was taken;
- (b) Resident's name and community;
- (c) Project and unit number;
- (d) Description of problem or statement of request;
- (e) Authorized entry in the event no one is at home.

(2) Review of Work Order Requests. Maintenance requests shall be reviewed by the Supervisors and/or the receptionist in order to determine scheduling of requests, any applicable warranties and responsibilities, and whether or not it will be necessary to employ an outside contractor for the work, such as an electrician or other specialist.

(3) Review for Arrears. Work order requests will be screened to determine whether or not the resident's account is in arrears. If the resident is in arrears, only emergency, urgent and preventive maintenance will be performed. The resident will be informed that the work order will be filed until the arrears are paid.

(4) Scheduling of Work Orders. Maintenance requests will be scheduled by the Supervisor in accordance with the following priorities:

(a) Emergencies. An emergency means a situation in which bodily harm is imminent; that which immediately threatens the safety of the resident or could cause serious property damage. Emergencies shall be responded to within six (6) hours and repaired within a reasonable time, even if the request is made after hours or on weekends. The Supervisor must perform emergency work items; if not available, other maintenance personnel shall respond.

(b) Urgent. An urgent situation means a situation that causes a negative effect to a tenant's lifestyle such as lack of refrigeration, cook stove, water, or a broken entry door. Urgent work shall be responded to within 24 hours after the request is made, or the next available working day if the request is made on the weekend or after normal working hours. If urgent work is necessary due to vandalism or other criminal activity, a Sheriff's report shall be required before the work can be scheduled.

(c) Renovation. A renovation means the repair, painting, and cleaning of a vacant unit to prepare for new occupancy. All work should be finished before a family moves in so that a final inspection can take place.

(d) Non-Routine Maintenance. Non-routine maintenance means required maintenance which is not caused by ordinary wear and tear; usually not occurring in the normal lifetime of the item.

(e) Routine Maintenance. Routine Maintenance means required maintenance which is the result of usual wear and tear; work that should be done regularly by maintenance staff.

(f) Preventive Maintenance. Preventative Maintenance means required maintenance that is performed to prevent further or greater damage from occurring; Preventative Maintenance includes work done on a scheduled or seasonal basis to maintain good working condition on an appointed time basis. Minor items, such as leaking faucets, should be repaired while maintenance staff is at the unit.

(5) Ordering of Materials or Appliances. If work orders require that parts, appliances or other items need to be ordered before maintenance can be performed, the work order shall be given to the Inventory Clerk to order and hold the work order. When the item is delivered, it will be so noted on the work order which will then be given to the Supervisor for scheduling.

(6) Contract Work Items. Subject to budget limitations, the Supervisor may contract work orders relating to electrical work, trash removal, welding, septic pumping, etc. pursuant to Title XIV, Chapter 2 of the LCOTCL – Property and Procurement Policies and Procedures.

(7) Performance of Work Items.

(a) Employees are not to be taken off jobs until the work is completed; however, if an emergency arises, and the Supervisors are not available, other maintenance personnel shall respond.

(b) Requests by tenants for other repair work at the job site must be treated as new work order requests. The tenant shall be advised that the request must be first called into the office. The maintenance staff shall, however, perform minor preventive maintenance while at the unit in order to prevent further or greater damage from occurring.

(8) Completion of Jobs & Work Orders.

(a) After completion of the requested work, the work order form shall be completed by the employee with the following information:

- (i) Identified problem, and causes (i.e. tenant abuse) if applicable or known;
- (ii) Description of work;
- (iii) List of materials used and cost;
- (iv) Total time taken to complete task;



(v) Date completed and signature of maintenance person who completed the job;

(vi) Signature of tenant, if home.

(b) Completed work order forms shall be reviewed by the Maintenance Supervisor for completion and a determination of whether the tenant will be charged for the work.

(c) A copy of the work order shall be left for the tenant, one copy for the tenant's maintenance file, and one copy for posting.

**§ 7.1004      Methamphetamine (Meth) Use in Units.**

(1) Methamphetamine Testing Standard. The Housing Authority, in an effort to protect the public health, safety and welfare of our communities is hereby adopting specific cleanup standards for units contaminated by methamphetamine (meth) use in properties owned and managed by the Housing Authority.

(a) The Housing Authority hereby determines that a heightened safety concern exists when any test result is positive for methamphetamine (meth), and a severe safety concern exists when any test is positive for methamphetamine (meth) and the residue concentration of 1.5 ug/100 cm<sup>2</sup> or higher.

(2) Methamphetamine Cleanup and Remediation. The Housing Authority has determined a standard of cleanup and remediation processes is necessary once any level of meth contamination has been established. The following guidelines shall be used to determine the level of contamination and the method used to provide cleanup and decontamination of each unit determined to have meth contamination from use. The Housing Authority Maintenance staff, after receiving a vacancy notice from the Occupancy Department, shall perform the following steps to determine the method of cleanup to ready the unit for the next occupant.

(a) A Meth Media Testing Kit (Wipe Test) will be done on each vacant unit to determine if meth is present and to determine what level of meth is present in the unit.

(b) The Housing Authority will use the following guidelines to ready the unit for the next occupant:

(i) Samples will be taken utilizing a Wipe Test and sent to an authorized laboratory to determine the level of contamination.

(ii) For units where the test results come back with a reading of less than 1.5ug/100cm<sup>2</sup>, cleanup shall be completed internally by the Housing Authority. Once cleanup is completed, the unit shall be processed for move-out repairs and general clean-up. These units may be bid out to contractors utilizing the Housing Authority bid process depending on the amount and type of repairs to be done.

(iii) For units where the test results come back with a reading of 1.5 ug/100cm<sup>2</sup> or above, cleanup shall be completed by a qualified remediation contractor. A Qualified Contractor will consist of a contractor who has hazardous waste expertise and is certified to conduct clean-up operations in a meth contaminated condition. Contractors who have not been certified in a similar program should, at minimum, complete the 40-hour HAZWOPER training (OSHA 29 CFR § 1910.120). The contractors will need to provide the Housing Authority with documentation of completion for each employee who will be doing meth remediation. A Clearance test will be performed by a third-party test to insure the unit has been cleaned to at or below the Housing Authority set standard. The Housing Authority will pay for the first clearance test, if this test fails the Housing Authority will pay half the cost of the second test and the qualified contractor will be responsible to cover the other half of the testing cost. If the second test were to fail then the contractor will be responsible to cover all cost associated with the third test and any other testing after that. The Housing Authority shall hold \$1500.00 from each remediation contract to cover the cost of testing until the unit passes a clearance test. Cleanup pertaining to these units shall have a scope of work established by the Housing Authority Inspector. This may require removal of all woodwork, any porous material, all affected cabinets and countertops, replace appliances and any other area as determined by the inspector and as written in the scope of work.

**§ 7.1005      Failure to Perform Maintenance Responsibilities.**

Failure of the resident to perform his maintenance responsibilities is a breach of agreement for which termination proceedings may be instituted. This includes maintaining the unit and premises in a decent, safe and sanitary condition.

**§ 7.1006      Charges for Maintenance.**

The tenant will be charged for all maintenance (other than routine) that has been caused by their abuse, misuse or neglect of the unit or appliances within the unit. The tenant will also be charged for any damages to the unit caused by vandalism or other criminal activity. (The tenant is free to seek reimbursement from the perpetrator).

**§ 7.1007      Structural Changes.**

Structural changes to a unit may not be made unless specifically approved by the Housing Authority Executive Director.

## **SUBCHAPTER 7.11 – INSPECTIONS**

### **§ 7.1101      Pre-occupancy (move-in) Inspections.**

Each unit shall be carefully inspected by Housing Authority staff and the resident prior to the occupancy in order to document the condition of the Dwelling Unit and Yard (as applicable) at the time the new tenant takes possession. An inspection report shall be signed by both the resident and Housing staff and a copy shall be made available to the resident and another placed in their file. Any deficiencies will be noted on the inspection report and shall be addressed by the Maintenance Department within three (3) days or as soon as reasonably possible. Dwelling units shall not be approved for occupancy unless they are properly equipped with appliances, furnaces, hot water heaters, that are in good working order, and the exterior and interior are in good repair.

### **§ 7.1102      Move-out Inspections.**

(1) The purpose of the move-out inspection is to document the condition of the dwelling unit at the time the tenant (Renter / Homebuyer) vacates and the Housing Authority regains possession of the unit. When a family decides to vacate a unit (by providing a written Notification of Intent to Vacate); the family abandons the unit; or the families Rental Lease / Homebuyer (MHOA) Agreement with the Housing Authority is terminated (in writing), the Housing Authority shall conduct a move-out inspection.

(2) Units subject to a move-out inspection shall be inspected within twenty-four (24) hours of official notice by a resident that he/she has vacated the premises. The resident moving out will be invited to participate in the inspection and will be provided a copy of the final inspection results. The Housing Authority shall photograph or videotape move-out inspections to visually display the condition of the unit and grounds. Photographs or videotapes will be kept on file at the Housing Authority offices. The Housing Authority shall notify tenants of all move-out charges deemed over and above normal wear and tear by mail with a detailed list of charges. Charges will be determined from a list of average costs determined by the Maintenance Manager and Inspectors. The costs will include materials and labor for any and all repairs and the list will be updated on a bi-annual basis. Tenants will be given ten (10) working days from the date of the letter to schedule an appointment with the Maintenance Manager to dispute any of the move-out charges.

### **§ 7.1103      Annual Inspections.**

(1) The Housing Authority shall conduct a complete examination of each home once a year at the time of resident move in date, to ensure that resident and Housing Authority maintenance responsibilities are being met to maintain the unit in a decent, safe and sanitary condition.

(2) At the time of the annual inspection, the unit shall be tested for methamphetamine using a Meth Media Testing Kit (Wipe Test) in order to determine if meth is present and to determine what level of meth is present in the unit. The Housing Authority shall use the guidelines established pursuant to § 7.1004 for clean-up and remediation for any unit that produces a positive test result.

Likewise, the tenant shall be subject to the eviction procedures as established pursuant to Subchapter 7.6 of this ordinance.

(3) Housing Services shall be responsible for arranging the annual inspection of units. Inspection of common areas is also included in the annual inspections.

(4) An inspection report shall be completed for each unit of housing. Immediate action shall be taken to bring any housing that is not in a satisfactory condition up to acceptable and decent standards. Work order requests shall be completed for emergency, urgent or preventive maintenance work. For substantial tenant damages or other deficiencies, the Inspector must send the resident a letter and indicate a date of the compliance review.

**§ 7.1104 Property and Equipment Inspections.**

The Housing Authority shall inspect all grounds and equipment at least once a year to determine the general condition and trends which may indicate problems. The Housing Authority shall determine the scope of maintenance work that may need to be completed in the area and repair any hazardous conditions as soon as possible.

**§ 7.1105 Warranty Inspections, New Construction.**

The Housing Authority shall make inspections every three months during the warranty period of a unit until expiration of all warranties. The Housing Authority shall make every effort to ensure that all warranty obligations are met.

**§ 7.1106 Unscheduled (Emergency) Inspections.**

(1) The Housing Authority reserves the right to conduct Unscheduled Inspections in the event of emergency situations. In such cases the Tenant may not receive advanced notification.

(2) Cooperation / Coordination with Other Agencies.

(a) Unscheduled Inspections shall be conducted in cooperation with tribal, state, and/or federal Law Enforcement Agencies, Indian Child Welfare representative(s) or other Agencies (as dictated by the situation).

(b) Law enforcement inspections are not inspections conducted by the Housing Authority but by the law enforcement agency conducting the inspection.

(c) Law enforcement inspections are authorized pursuant to § 7.519 (8) (c) of this ordinance as well as the Lease. The lease provides:

(i) Law Enforcement. Upon request by a law enforcement officer, any employee of the Lac Courte Oreilles Housing Authority may allow entry to your unit by law enforcement officials and to consent on your behalf to any entry or

search of the unit, as requested by any law enforcement official. You agree to hold harmless the Lac Courte Oreilles Housing Authority, its officers, employees, and agents for any harm or damages resulting therefrom.

(d) Such inspections require the prior approval of the Executive Director, or designee, or other Legal Authority (i.e., Tribal Court Order).

(3) Documenting Conditions. The current condition of the leased dwelling unit shall be documented on the standard Housing Authority Inspection Report.

**§ 7.1107      Inspection Video Recording Procedures.**

The Housing Authority has found it essential to implement video-recording procedures for a number of reasons including the following:

(1) It provides a means to accurately back up paper records compiled during move-in, move-out, annual, and unscheduled inspections.

(2) It provides graphic evidence of the true condition of a unit, at the time of inspection that may be the result of poor housekeeping (cleanliness issues), vandalism or tenant caused damages. Due to the graphic nature of video tape recordings, this kind of documentation / evidence is difficult to refute by the tenant.

(3) It provides a means where by the Housing Authority can better defend itself against the many challenges it receives from tenants who contest charges levied upon them for the repair of damages caused to the dwelling unit.

(4) It provides a means where by the Housing Authority can better defend itself against the many challenges it receives from tenants when trying to uphold a Termination of Rental Lease and subsequently Eviction from the dwelling unit.

## **SUBCHAPTER 7.12 – RELOCATION POLICY**

### **§ 7.1201      Purpose.**

The purpose of this Subchapter is to set forth the guidelines and procedures related to the temporary relocation of housing participants by the Housing Authority. These guidelines are established as a result of 49 CFR Part 24 - Uniform Relocation Assistance and Real Property Acquisition Regulations for Federal and Federally Assisted Programs (hereinafter “URA”). Prior to HUD approval for any grant, contract; or agreement requiring relocation activity under which federal funds provide financial assistance, the Housing Authority must provide a certification of compliance that it will comply with the URA. The Housing Authority will take appropriate measures to carry out the requirements contained in this policy in a manner that minimizes fraud, waste, and mismanagement. Instances of fraud and waste will be handled appropriately by the Housing Authority or referred to HUD’s Office of Inspector General.

### **§ 7.1202      Project Planning.**

Consistent with the goals and objectives of HUD-funded programs, the Housing Authority assures that it will take all reasonable steps to minimize relocation as a result of a rehabilitation/modernization project. If necessary to accomplish this goal, the Housing Authority will consider the feasibility of carrying out the project in stages.

(1) The Housing Authority shall take the steps necessary to ensure cooperation and coordination among government agencies, utility providers, district officials, and affected persons.

(2) The Housing Authority shall consult with the residents of the house to be rehabilitated during the partnership process. Resident comments will be solicited and receive serious consideration. Resident participation is required for accurate planning.

(3) During the planning stage of the rehabilitation project, the Housing Authority shall review staffing; training; and any special problems associated with the relocation caused by the project.

### **§ 7.1203      Project Implementation.**

(1) All conditions of temporary relocation shall be reasonable. At the time the Housing Authority determines to allocate funds for rehabilitation and/or modernization, an initial notice shall be issued to all affected housing participants.

(2) At the time of project implementation, a general information notice (second notice) will be issued.

### **§ 7.1204      Schedule of Eligible Costs.**

(1) Actual Reasonable Moving and Related Expenses (49 CFR § 24.301). Any displaced owner-occupant or tenant of a dwelling who qualifies as a displaced person including temporary relocation is entitled to payment of his/her actual moving and related expenses, as the Housing Authority determines to be reasonable and necessary, including expenses for:

(a) Transportation of the relocating family and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that relocation beyond 50 miles is justified.

(b) Packing, crating, unpacking and uncrating of the personal property.

(c) Storage cost of personal property for the duration of the temporary period.

(d) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property.

(e) Utility hook-ups and deposits, including reinstallation of telephone and cable television service if the owner/tenant had the service prior to the temporary relocation move at both the temporary replacement dwelling and at the original home when the rehabilitation work is completed.

(f) Insurance for the replacement value of the property in condition with the move and necessary storage.

(g) Rental Assistance Payment. The base monthly rental for the displacement dwelling is the lesser of: the fair market rent unless its use would result in hardship because of the person's income or other circumstances; or thirty (30) percent (or whatever the current percent charged) of the person's average gross household income.

(h) Any other reasonable costs directly associated to the temporary relocation.

(i) When determining whether a cost is eligible or ineligible, the Housing Authority must consider if the incurred cost directly caused by the relocation.

(j) For families not required to move, but unable to use food preparation facilities (kitchen) due to rehabilitation work, meal vouchers will be provided until the facilities are restored for use. The amount of the voucher will be determined based on provisions in the Travel Policy for meals and incidentals. The amount of the voucher will consider the size of the family.

(k) As much as possible, the Housing Authority will pay costs directly to the provider on behalf of the family. In situations where reimbursements are required, the Housing Authority will process all claims supported by receipts or reasonable proof as quickly as possible. In no case will a reimbursement take longer than seven working days.

Requests for reimbursement must be made no later than 12 months from the date of occurrence with appropriate documentation (e.g., receipts).

**§ 7.1205      Waiving Rights.**

(1) A family may elect to move on its own despite instructions to the contrary. In this instance, all right to reimbursement for costs is waived. The family must execute a statement acknowledging that a voluntary move will waive all rights under this policy.

(2) A family that willingly moves into a home that is not considered comparable (i.e., decent, safe, or sanitary) waives all rights under this policy. The family must execute a statement acknowledging that it will waive all rights under this policy.

**§ 7.1206      Grievance / Appeals.**

(1) A participant may file a grievance resulting from the relocation activities pursuant to Subchapter 7.14 of this ordinance.

**§ 7.1207      Recordkeeping Requirements.**

(1) The Housing Authority will maintain records related to the temporary relocation for a period of at least three years. The required records will include at a minimum:

- (a) Evidence of timely written notice of non-displacement;
- (b) Evidence of a timely offer of a temporary relocation dwelling;
- (c) An individual Relocation Plan;
- (d) Records for all expenditures incurred in relation to the relocation activities;
- (e) Any other documents determined by the Housing Authority as necessary; and
- (f) A copy of any appeal or complaint filed, including the Housing Authority response.
- (g) For participants who elect to relocate permanently, the records shall include a statement of the reasons why and any personal contacts made to explain available alternatives. In addition, the records shall include a statement that participants who elect to relocate permanently will not qualify for relocation payments as a “displaced person”.

**§ 7.1208      Relocation Procedures.**



The following procedures shall be used by Housing Authority staff in the implementation of this Subchapter. Relocation, when necessary, shall be accomplished in a cost-effective manner and for the shortest duration of time possible to minimize the disruption to the affected families.

(1) Notices. The Executive Director or his/her designee shall ensure that the following types of notices are issued to the residents to be affected by the modernization or rehabilitation work.

(a) At the time that the Housing Authority submits an application for funding to HUD for any activity that may require relocation of residents of the Housing Authority, an initial notice shall be issued to all affected residents. The initial notice shall include, at a minimum, the following information:

(i) A statement of non-displacement.

(ii) A statement advising the family not to move at this time.

(iii) A statement that if the family moves at this time they relinquish all rights to relocation benefits.

(iv) A statement that the family will be able to reoccupy a rehabilitated house in the same project (or the same house if it is a Mutual Help unit).

(v) A statement that the family will be informed of any events or occurrences that will impact the rehabilitation of their house.

(vi) A statement that the family's required monthly payment shall not increase as a result of rehabilitation or modernization work being performed on their house.

(b) Upon notification by HUD of project approval, the Executive Director or his/her designee shall ensure that a second notice is issued to all affected residents again advising them not to move and that they will be notified in sufficient time to prepare for the temporary move.

(c) At least three weeks prior to the move, the Executive Director or his/her designee shall ensure that the final notice is mailed to all families that will be temporarily relocated to begin preparation for the move. The notice shall include a Schedule of Eligible Costs and at least the following information:

(i) The date of the move and the approximate duration of the temporary relocation.

(ii) The address of the unit to be occupied by the family for the duration of the temporary relocation.

(iii) A statement that the family will be returned to a similar rehabilitated unit (or the same house if it is Mutual Help).

(iv) The name and telephone number of the Housing Authority employee to contact for assistance before and during the period of relocation.

(2) Identification/Preparation of Temporary Housing Units. To the greatest extent feasible, the Housing Authority shall utilize vacant housing units for housing relocated families. All units to be utilized for relocation shall be decent, safe, and sanitary, and shall meet Tribal and HUD Housing Quality Standards.

(a) The relocation coordinator shall work closely with the Maintenance Director to identify an adequate number of units for relocation purposes. The maintenance department shall be responsible for ongoing maintenance of the units during the period of relocation.

(b) The relocation coordinator shall also coordinate with the Resident Services Specialist assigned to the families to ensure that the required services (electric, water, sewer, telephone, etc.) are transferred to the relocation unit. All services shall be in the name of the family and will be the responsibility of the family (as in the unit from which they are being moved).

(c) The relocation coordinator or his/her designee shall make arrangements for storage facilities (if needed), and for moving of the family(ies) possessions to the temporary relocation unit.

(d) The relocation coordinator and the Resident Service Specialist assigned to the family, shall conduct a move-in inspection with at least one adult of the family being relocated, prior to the move-in. Deficiencies (if any) shall be noted on the inspection form and shall be signed by the adult family member and the relocation coordinator or the Resident Services Specialist. One copy of the inspection form shall be given to the adult family member, one shall be maintained in the family's relocation file, and one shall be forwarded to the maintenance department so the deficiencies (if any) can be scheduled for correction by the maintenance staff.

(e) In instances where the modernization work would require the family's absence from the unit for a period of less than five working days, the Housing Authority may offer the family the option of staying in a nearby hotel/motel, provided it is cost effective to do so, and the family accepts the offer.

(f) Where the family is not required to move but is unable to use the kitchen for food preparation, the relocation coordinator is responsible for ensuring that meal vouchers are issued to the family prior to, or on the day that the work begins which makes the kitchen unavailable to the family.

(3) Completion of Relocation. At the end of the relocation period, the following actions shall be completed.

(a) The relocation coordinator, with the assistance of the Resident Services Specialist shall schedule the movers to transfer the family back to the rehabilitated unit. The Resident Services Specialist will have transferred all utilities back to the rehabilitated unit in the family's name. A move-in inspection shall be conducted in accordance with established procedures.

(b) The relocation coordinator and the Resident Services Specialist with at least one adult family member shall conduct a move-out inspection of the relocation unit. Deficiencies (if any) shall be noted on the inspection form. A copy of the form shall be given to the family, along with charges for all family-caused damages. A copy shall be forwarded to the maintenance department, and one maintained in the relocation file.

(c) The relocation coordinator or his/her designee shall prepare a form HUD-40054, Claim for Moving and Related Expenses for each family, to document all costs associated with the relocation. The form shall be forwarded to the Executive Director for approval. Upon approval, one copy shall be maintained in the relocation file, and one forwarded to the Finance Officer who will process payment of the claim.

(4) Recordkeeping.

(a) The relocation coordinator shall be responsible for ensuring that all records associated with the relocation of families are properly maintained. All records shall be maintained for a minimum of three years. The following documents (at a minimum) shall constitute the record of relocation:

(i) Documentation of all contacts with the affected family(ies).

(ii) A list of all persons authorized to occupy the unit at the time the Housing Authority determined the family's eligibility for relocation assistance.

(iii) Copies of timely written notices of non-displacement.

(iv) Copy of timely offer of temporary relocation dwelling.

(v) Copies of all relocation needs and preferences of, and services provided to the affected family(ies).

(vi) Copies of all referrals and notices issued.

(vii) Individual Relocation Plan.

(viii) Records for all expenditures incurred for the family associated with the relocation.

(ix) A copy of any appeal/complaint filed and the Housing Authority's response.

(x) For participants who elect to relocate permanently, the records shall include a statement of the reason(s) why, and documentation of Housing Authority's contacts with the participant to explain available alternatives. The record shall also contain a statement signed by the participant acknowledging that they will not be eligible for relocation payments as a "displaced person".

**SUBCHAPTER 7.13 – COLLECTION AND COMPLIANCE POLICY**

**§ 7.1301      Purpose.**

(1) The Housing Authority adopts this collections and compliance Subchapter to identify the responsibility for payment and collections, and procedures for eviction in the event of nonpayment. If payments are not made new units cannot be built, existing units cannot be maintained, and administrative costs cannot be paid. Payments must be paid when due to allow the Authority to meet its financial obligations on a timely basis.

(2) For the purposes of this Subchapter, rental and homeownership occupants and other families receiving services will be referred to as “tenants”. This policy shall apply to tenants who have entered into a lease; homeownership agreement; contract; or any other type of agreement with the Housing Authority.

(3) This Subchapter only describes the consequences of violating financial obligations and does not address the policies and procedures that relate to other lease violations.

**§ 7.1302      Collections.**

(1) Timetable for Notices Applicable to Rental Programs.

(a) First Notice. If the rent payment is not paid by the 10th day of the month the Housing Authority shall hand deliver a Notice to Pay Rent or Quit to the tenant or an adult member of the household. This notice will include the following:

- (i) The date of the notice.
- (ii) The date the rent or homebuyer payment and other charges were due.
- (iii) Statement of how much is owed the Housing Authority.
- (iv) A statement of the ramifications of non-payment.

(b) Final Notice. If the rent payment is not paid according to the terms of the First Notice, the Housing Authority shall hand deliver a Termination of Tenancy Fourteen Day Notice. This notice will include the following:

- (i) The date of the notice.
- (ii) The tenancy is being terminated.
- (iii) Why the tenancy is being terminated.

(iv) Statement of who to contact to make payment in full, reach an agreement for payment, or to make arrangements to vacate the premises.

(v) Statement that failure to comply with this notice will result in legal action to terminate the lease and for Housing Authority to reclaim the premises.

(c) The tenant's right to retain occupancy by paying in full all financial obligations after service of a Fourteen Day Notice is terminated if the tenant has been previously served with two or more notices of non-payment of rent and the Housing Authority serves on the tenant a Thirty Day Notice of Termination.

(d) If a tenant has not complied with the financial requirements described in their Dwelling Lease, the Housing Authority shall hand deliver to the tenant or an adult member of the household a Thirty Day Notice of Termination. This notice shall contain the following:

(i) To vacate the premises within 30 days from the date of this notice.

(ii) The reason for termination.

(iii) Previous notices sent pertaining to this violation.

(iv) Failure to vacate the premises within the 30 days, legal action will be taken.

(v) A statement of any right to file a grievance.

(vi) The right to examine any relevant documents.

(e) The tenant shall be liable to the Housing Authority for any court costs associated with an eviction or other legal action brought to enforce a lease, including but not limited to filing, service, and legal fees.

(2) Collection or Non-compliance Remedies.

(a) Tenants with delinquent accounts or who are not in compliance with their Dwelling Lease Agreement are encouraged to enter into agreements for payment of their delinquent account or to become in compliance with the requirements of their Dwelling Lease Agreement. The Housing Authority may negotiate an agreement for non-payment or non-compliance with the tenant as an alternative to termination. The agreement will include an acknowledgment of the amount owed, the terms of repayment including the date, amount, and method of payment, other non-compliance issues, along with a default clause in the event the agreement is breached. The agreement will be signed by the head of household or spouse as applicable and designated Housing Authority staff. If a tenant

presents credible evidence of hardship that caused or may cause a breach of the agreement, the Housing Authority will have discretionary authority to renegotiate or reconsider the agreement. If prior agreements have failed, the Housing Authority may choose not to reconsider the agreement with the tenant.

(b) Should a tenant violate the terms of their agreement with the Housing Authority, the Housing Authority shall proceed with proper legal eviction action.

(c) Payment agreements may be executed for payment of vacated accounts.

(d) Failure to make the required monthly payments and/or breach of subsequent payment agreements and termination of the tenant's lease agreement will result in suspended eligibility for future services or benefits offered by the Housing Authority.

(e) Tenants with delinquent accounts will be referred to appropriate counseling and provided any other available information that may enhance the prompt payment of their delinquent account. The Housing Authority may schedule a counseling session for the tenant at a specified time and location during the period of account delinquency. Attendance and participation will be required. The Housing Authority shall require the tenant to sign a statement documenting attendance and commitment by the tenant to improve their personal financial management skills.

(f) At the discretion of the Housing Authority, full payment of delinquent rent payments, including any current amounts due, may be accepted and collection proceedings stopped if received prior to court action.

(g) For vacated accounts, reconciliation of the tenant's account including any damages charged to the tenant will be promptly sent to the former tenant after the unit has been vacated at the last known address. If any amount due is not paid or arrangements have not been made within 90 days, the account will be determined to be uncollectible.

(h) Uncollectible accounts will be removed from the accounts of the Housing Authority but not forgiven to the former tenant.

**§ 7.1303      Payment Arrangements.**

(1) Extension. If a tenant is unable to make their payment when due, they may request an extension from the Executive Director or designee. Such extensions shall be documented and granted only in situations of extreme temporary hardship at the discretion of the Executive Director or designee.

(a) Circumstances warranting approval of an extension are unusual and unexpected family expenses, such as a death in the family or high medical expense not covered by insurance or a sudden loss of income.

(b) The above does not include normal living expenses such as high grocery bills, utility bills, etc., nor does it include payments for household furnishings, clothing or automobiles.

(2) Payment Agreements for Past Due Balances. Written re-payment agreements may be entered between tenant and the Executive Director, or designee, for payment of past due balances which specify due dates and amounts. Extensions of written repayment agreements shall not be granted; instead, agreements may be renegotiated, if justified by a significant change in circumstances. Re-payment Agreements shall be signed stating the tenant will pay the regular monthly payment and a designated amount towards the outstanding balance.

(a) Where a payment agreement is in default it will not be renewed. Eviction action may be taken where payment agreements are not honored by the family.

(3) Automatic Payments and Payroll Deductions. The Authority will cooperate with tenants and homebuyers in order to make arrangements with their employers for direct payroll deductions or source of income for automatic payments.

**§ 7.1304      Counselling.**

Prior to an eviction action for nonpayment, the Housing Authority shall make every effort to counsel the tenant concerning his/her payment responsibilities. The Housing Services Specialist shall be provided copies of all eviction notices sent to tenants. The Accounts Receivable Clerk along with the Housing Services Specialist shall make arrangements to provide counseling to tenants sent eviction notices.

**§ 7.1305      Vacancy without Notice.**

If a tenant vacates a unit without giving notice as required by his/her lease or agreement, the Housing Authority shall charge rent and other payments for a period of time equal to the required length of notice.



**SUBCHAPTER 7.14 – GRIEVANCE POLICY**

**§ 7.1401      Purpose.**

The purpose of this Subchapter is to establish the procedures by which the Housing Authority shall ensure that all applicants and residents are allowed an opportunity to dispute Housing Authority action or failure to act and receive within a reasonable period of time a resolution of their grievance. The policy shall be applicable only to matters within the control and responsibility of the Housing Authority.

**§ 7.1402      Settlement of Grievance.**

(1) All grievances shall be in writing (signed by the complainant) and shall be hand delivered by the complainant or his/her representative or delivered by mail, to the Executive Director. The grievance may be simply stated, but shall specify:

(a) The particular grounds(s) upon which it is based;

(b) The action requested; and

(c) The name, address and telephone number of the complainant and similar information about his/her representative, if any.

(2) The grievance must be presented by the complainant or his representative within a reasonable time, not in excess of ten (10) days of the action or failure to act which is the basis of the grievance.

(3) The Executive Director shall schedule a hearing as promptly as possible. A written notification specifying the time place and procedures governing the hearing shall be delivered to the complainant.

(4) Escrow Deposit.

(a) Before a hearing is scheduled in any grievance involving an amount of rent the Authority claims is due, the complainant shall pay to the Authority all rent due and payable as of the month preceding the month in which the act or failure to act took place.

(b) The complainant shall, prior to the initiation of a grievance hearing, deposit the disputed sum into an escrow account, and, if the dispute involves the amount of monthly payment, such continuing monthly payments shall also be deposited into the escrow account until the complaint is resolved by decision of the Executive Director. If the dispute is not over the amount of the monthly rent or payment, the complainant is required to continue such monthly payments as per the lease or agreement.

(c) The requirements specified in subs. (4) (a) and (b) above, may be waived by the Housing Authority in extraordinary circumstances.

(d) Unless so waived, failure to make the aforementioned payments shall result in termination of the grievance procedure.

(e) Upon settlement of the dispute by decision of the Executive Director, the funds so deposited in said escrow account shall be distributed as per the decision.

**§ 7.1403 Grievance Hearing Procedure.**

(1) The hearing shall be held before the Executive Director.

(2) The complainant shall be afforded a fair hearing providing the basic safeguards of due process which shall include:

(a) The opportunity to examine before the hearing and, at the expense of complainant, to copy all documents, records and regulations of the Authority that are relevant to the hearing. Any document not so made available after request therefore by the complainant may not be relied on by the Authority at the hearing.

(b) The right to be represented by counsel or another person chosen as his/her representative.

(c) The right to a private hearing unless the complainant requests a public hearing, but this shall not be construed to limit the attendance of persons with a valid interest in the proceedings.

(d) The right to present evidence and arguments in support of his/her complaint, to controvert evidence relied on by the Authority, and to confront and cross examine all witnesses on whose testimony or information the Authority relies.

(e) A decision based solely and exclusively upon the facts presented at the hearing.

(3) The Executive Director may render a decision without proceeding with the hearing if the Executive Director determines that the issue has been previously decided in another proceeding.

(4) If the complainant fails to appear at the scheduled hearing, the Executive Director may make a determination to postpone the hearing for not to exceed five business days or may make a determination that the party has waived his/her right to a hearing. The complainant shall be notified of the determination by the Executive Director; provided, that a determination that the complainant has waived his right to a hearing shall not constitute a waiver of any right the

complainant may have to contest the Authority's disposition of the grievance in an appropriate judicial proceeding.

(5) At the hearing, the complainant must first make a showing of an entitlement of the relief sought. The Authority must sustain the burden of justifying the Authority action or failure to act against which the complaint is directed.

(6) The hearing shall be conducted informally and oral or documentary evidence pertinent to the facts and issues raised by the complaint may be received without regard to admissibility under the rules of evidence applicable to judicial proceedings. The Executive Director shall require the complainant, counsel and other participants or spectators to conduct themselves in an orderly fashion. Failure to comply with the directions of the Executive Director to obtain order may result in exclusion from the proceedings or in a decision adverse to the interests of the disorderly party and granting or denial of the relief sought as appropriate.

(7) The complainant may arrange, in advance and at his/her own expense, for a transcript of the hearing. Any interested party may purchase a copy of the transcript.

**§ 7.1404 Grievance Hearing Decision.**

(1) The decision of the Executive Director shall be based solely and exclusively upon evidence presented at the hearing and upon applicable Authority and HUD regulations, federal and tribal law.

(2) The Executive Director shall prepare a written decision, including a statement of findings and conclusions, as well as the reasons therefore, within a reasonable time after the hearing. A copy of the decision shall be sent to the complainant. The Authority shall retain a copy of the decision in the complainant's folder. A copy of such decision, with names and identifying references deleted, shall be maintained on file by the Authority and made available for inspection by a prospective complainant, or his/her representative.

(3) The decision of the hearing panel shall be binding on the Authority which shall take all actions, or refrain from any actions, necessary to carry out the decision.

**§ 7.1405 Effect of Grievance Hearing Decision.**

The Executive Director's disposition of the grievance shall be final, however a decision by the Executive Director in favor of the Authority or which denies the relief requested by the complainant in whole or in part shall not constitute a waiver of, nor affect in any manner whatever any rights the complainant may have to any judicial proceedings, which may thereafter be brought in the matter.

**§ 7.1406 Exclusions of Eviction Related Grievances.**

As Approved and Adopted by Resolution No. 15-95, Amended by Resolution No. 17-46 and Resolution No. 18-71

The provisions of this Subchapter do not apply to eviction actions which are covered by Subchapter 7.6 of this ordinance.



*Pride of the Ojibwe*

13394 W Trepania Road . Hayward . Wisconsin . 54843  
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**RESOLUTION NO. 18-71**

**AMENDMENT OF TITLE XI, CHAPTER 7  
OF THE  
LAC COURTE OREILLES BAND OF LAKE SUPERIOR CHIPPEWA INDIANS  
TRIBAL CODE OF LAW  
HOUSING AUTHORITY CODE**

**WHEREAS,** the Lac Courte Oreilles Band of Lake Superior Chippewa Indians (“Tribe”) is a federally recognized Indian tribe organized pursuant to the provisions of the Indian Reorganization Act of 1934, 25 U.S.C. § 461, *et seq.*; and

**WHEREAS,** the Tribal Governing Board serves as the governing body of Lac Courte Oreilles Band of Lake Superior Chippewa Indians pursuant to Article III, Section 1 of the Amended Constitution and Bylaws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians; and

**WHEREAS,** pursuant to Article V, Section 1(l) and (m) of the Amended Constitution and Bylaws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians, empowers the Tribal Governing Board to: “organize, charter and regulate any association or group, including a housing authority, for the purpose of providing social or economic benefits to the members of the Band or residents of the reservation” Article V, Section 1 (l); and “delegate to subordinate boards, officers, committees or cooperative associations which are open to all members of the Band any of the foregoing powers, reserving the right to review any action taken by virtue of such delegated powers” Article V, Section 1 (m).

**WHEREAS,** the Tribal Governing Board duly enacted the Housing Authority Code, as amended, for the purpose of providing adequate and affordable housing and housing services to low- and moderate- income Indian families and individuals within the Reservation and any other area served by the Tribe in compliance with the requirements, rules, and regulations of the Native American Housing Assistance and Self-determination Act of 1996.

**WHEREAS,** the Tribal Governing Board determines that it is in the best interests of the Tribe to amend the Housing Authority Code.

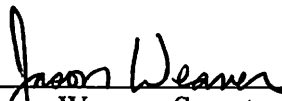
**NOW THEREFORE BE IT RESOLVED** that the attached amendments to Title XI, Chapter 7 of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians Tribal Code of Law “Housing Authority Code” shall be, and hereby are, enacted as an ordinance of the Tribe, pursuant to Article V, Section 1(l) and (m) of the Amended Constitution and By-laws of the Lac Courte Oreilles Band of Lake Superior Chippewa Indians and these sections as they exist at this time are hereby repealed in their entirety.

**NOW THEREFORE BE IT FURTHER RESOLVED** that pursuant to § 7.518 (1) (c) (i) the Tribal Governing Board hereby maintains the current rent calculation percentage and shall determine a possible adjustment timeline at a later date.

**NOW THEREFORE BE IT FINALLY RESOLVED** that pursuant to § 7.518 (2) the Tribal Governing Board hereby maintains the current ceiling rent and shall determine a possible adjustment timeline at a later date.

**CERTIFICATION**

I, the undersigned, as Secretary/Treasurer of the Lac Courte Oreilles Tribal Governing Board, hereby certify that the Tribal Governing Board is composed of seven (7) members, of whom 4 being present, constituted a quorum at a meeting thereof, duly called, convened, and held on this **27th day of August, 2018**; that the foregoing Resolution was duly adopted at said meeting by an affirmative vote of 3 members, 0 against, 0 abstaining, and that said Resolution has not been rescinded or amended in any way.

  
\_\_\_\_\_  
Jason Weaver, Secretary/Treasurer  
Lac Courte Oreilles Tribal Governing Board