COLVILLE INDIAN HOUSING AUTHORITY

Mutual Help

ADMISSIONS AND CONTINUED OCCUPANCY POLICIES

Adopted

June 17, 1998

By

Colville Indian Housing Authority
Board of Commissioners
Per Resolution 1998 -13

SECTION I

1. Selection of Homebuyer
2. Processing of Applications
3. Verification and Documentation of Application Data
4. Certification of Eligibility
5. Occupancy Standards
6. Mutual Help Occupancy Agreements

SECTION II

1. Homebuyer Eligibility Reexaminations
2. Homebuyer Payments
SECTION I

1. SELECTION OF HOMEBUYER

   a. The CIHA will be operated in accordance with the Indian Civil Rights Act, Tribal Ordinances, the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), implementing regulations, and CIHA Policies.

   b. To be eligible for admission, an applicant must meet the following requirements:

      1) The applicant must be at least 18 years of age and qualify as a family as determined by the Colville Tribe, which includes a family with or without children, a single person, and a handicapped or disabled person.

      2) Applicant must be a “low-income family,” as that term is defined in Section 4(13) of NAHASDA, which reads as follows: “The term ‘low-income family' means a family whose income does not exceed 80 percent of the median income for the area, as determined by the Secretary with adjustments for smaller and larger families, except that the Secretary may, for purposes of this paragraph, establish income ceilings higher or lower than 80 percent of the median for the area on the basis of the findings of the Secretary or the agency that such variations are necessary because of prevailing levels of construction costs or unusually high or low family incomes.” A copy of the most recent calculation is posted at the CIHA main office.

      3) For the purposes of determining income eligibility and for all other purposes related to calculating annual income, CIHA shall use the following definition for determining “annual income”: The Department of Housing and Urban Development’s definition of annual income used for HUD’s Section 8 programs in 24 CFR part 5, subpart F (except when determining the income of a homebuyer for an owner-occupied rehabilitation project, the value of the homeowner's principal residence may be excluded from the calculation of Net Family assets), annual income as reported under the Census long-form for the most recent available decennial Census, or Adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes, whichever definition is most advantageous to the applicant or participant.
4) Shall not own a home at the time of certification, excluding a home that is in substandard condition.

45) Applicant must demonstrate adequate resources to perform the homebuyer’s responsibilities under the contract, including, but not limited to, payment of administrative fees, utilities, and maintenance.

6) Any applicant owing a previous debt for payments, painting, or cleaning to the CIHA or a Tribal Program, for a previously leased property, or any utility district, shall be considered ineligible until such debt is paid in full. The applicant will be placed on the waiting list with a notation that they have a past owing balance. If the applicant’s name comes up for an available unit and they have not paid their debt in full, they will be placed at the bottom of the wait list. If the applicant’s name comes up a second time for an available unit and they still have not paid their debt in full, they will be removed from the list and will not be eligible until the debt has been paid. Upon payment of the debt and successful certification of their application the applicant will be placed on the waiting list and notified in writing of such.

7) Any applicant that previously leased from the CIHA or Tribal Housing that had excess damages, as determined by CIHA to be any dollar amount over $1,000.00 in repair charges, excluding cleaning and painting, whose contract was terminated for criminal activity, or whose contract was terminated for community disturbances will be ineligible for CIHA housing programs for a period of not less than five (5) years after all activity has been charged to the account. Consideration may be allowed for individuals who have paid their past owing balance in full and agree, prior to placement in a CIHA unit, to random monthly monitoring activities to assure the unit is being maintained. In any event the applicant must have paid the amount owed, even after the five (5) year period, to be eligible for a housing unit. CIHA in its sole discretion shall have the right to permanently bar an applicant or extend the time period due to the nature of damages for the above actions. Applicant will be notified in writing when application is received of any issues or ineligibility. Notice must list reasons for this action and give the applicant an
opportunity for informal hearing with the Executive Director. The Executive Director shall have the final determination on this issue.

8) **National Crime Information Center:** The Colville Indian Housing Authority may request from the National Crime Information Center, police departments, and other law enforcement agencies criminal conviction information. CIHA shall use the criminal conviction information only for applicant screening, lease enforcement, and eviction actions.

A. The information may be disclosed only to any person who has a job related need for the information and who is an authorized officer, employee, or representative of the CIHA.

B. The CIHA will keep all the criminal conviction record information it receives from law enforcement agencies in files separate from all other housing records.

C. The criminal convictions records will be kept under lock and key and be under the custody and control of the CIHA Executive Director and/or Designee.

D. The criminal convictions records may only be accessed with the written permission of the CIHA’s Executive Director or his designee and are only to be used for the purposes stated above.

E. Criminal conviction information will be obtained on all adult members of an applicant household who are selected for a unit prior to move-in. The application form has a check box to note whether a criminal history exists for applicants: to be checked by the applicant only.

9) **Criminal Background Affecting Eligibility:** Criminal background checks will be done on all applicants for CIHA housing in support of CCT Resolution 2000-078 “Zero Tolerance”. Background checks for tenant screening will include a criminal records background check with a criminal record search and conviction report from state, federal and/or tribal agencies. CIHA is committed to maintaining safe and secure housing for its residents and
community members, and running criminal records background checks and establishing related eligibility criteria is an important tool toward that end.

10) **Criteria:** CIHA establishes the following criteria for determining what criminal background elements would be grounds for disqualifying an applicant for CIHA housing. The criteria are based on the severity of the offense and the time that has elapsed since the conviction. Also set out below, in subsections 7 and 8, are the factors that CIHA is to balance when considering a request to waive the criteria in a particular instance and at CIHA’s sole discretion.

11) **Disqualifying Offenses-No Time Limit:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendre (no contest), regardless of the adjudication, for any of the following offenses at any point in time shall be deemed ineligible for CIHA housing:

   A. Sexual assault, rape, indecent exposure, lewd and lascivious behavior, or any crime involving non-consensual sexual conduct
   B. Any crimes against children including but not limited to, child abuse, sexual exploitation of children, child abduction, child neglect, contributing to the delinquency or neglect of a child, enticing a child for immoral purposes, exposing a minor to pornography or other harmful materials, incest, or any other crime involving children as victims or participants
   C. Murder, attempted murder, intentional homicide or attempted intentional homicide
   D. Assault with a deadly weapon
   E. Assault against a law enforcement officer
   F. Aggravated stalking
   G. Terrorism
   H. Abuse, exploitation or neglect of a vulnerable adult (disabled or elderly)

12) **Disqualifying Offenses-10 Years:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendre (no contest), regardless of the adjudication, for any of the following offenses within the last ten (10) years shall be deemed ineligible for CIHA housing:

   A. Any crime involving violence against persons or threat of or attempt to commit violence against a person
B. Any charge related to illegal drugs such as (but not limited to) possession of drugs or paraphernalia, or trafficking.
C. Grand theft
D. Interfering with a law enforcement officer

13) **Disqualifying Offenses-5 Years:** Any applicant household that contains a member who ever was convicted, was found guilty or entered a plea of guilty or nolo contendre (no contest), regardless of the adjudication, for any of the following offenses within the last five (5) years shall be deemed ineligible for CIHA housing:

A. Misdemeanor theft
B. Fraud
C. More than one offense for driving while impaired
D. Any other criminal offense or misdemeanor not otherwise covered by any of the above sections or subsections

14) **Required Information:** The criminal background records check will involve obtaining information from all databases available to CIHA. Applicants must supply the social security number and all identity verification information for all persons to be residing in the household.

15) **Notice of Denial:** If a determination is made that the Applicant does not qualify, the Applicant shall be notified in writing of the basis of denial.

16) **Waiver of Disqualifying Factor:** Under certain limited circumstances, the Executive Director may, in his or her sole discretion, waive a disqualifying factor if the household can demonstrate to the satisfaction of the Executive Director that the member of the household with the disqualifying criminal background is sufficiently rehabilitated as to no longer pose a threat to the community. A request for such waiver must be made in writing, and must contain supporting documentation. In assessing such a request the decision will be made by assessing the nature and severity of the offense as well as a variety of surrounding facts and circumstances including, but not limited to:

A. The age of the individual at the time of the offense;
B. The number of offenses for which the individual was convicted;
C. The time which has elapsed since the last offense;
D. Whether the circumstances arose out of an employment situation.
E. Completion of probation;
F. Completion of parole supervision;
G. In the case of a felony, not subject to parole supervision, if more than 10
years have elapsed after final discharge or release from any term of
imprisonment without any subsequent conviction; or
H. In the case of a misdemeanor more than 5 years have elapsed after final
discharge or release from any term of imprisonment without any
subsequent conviction.

17) **Factors Outweighing Rehabilitation:** If any one of the following factors
exist, it shall mitigate against granting a waiver of the disqualifying criterion:

A. Lack of compliance with terms of punishment (i.e., failure to pay fines or
make restitution, violation of the terms of probation or parole);
B. Unwillingness to undergo, or lack of cooperation in, medical or
psychiatric treatment/counseling;
C. Falsification of an application with the CIHA; and
D. Failure to furnish to the CIHA additional information or failure to appear
for a conference with the CIHA in relation to the Applicant’s application.

18) **Executive Director’s Decision is Final.** The Executive Director’s decision
as to whether to grant a waiver of disqualifying criteria is final.

19) **Inapplicable Records:** The following criminal history records shall not be
considered in connection with an application for CIHA housing assistance:

A. Juvenile adjudications which have been completely resolved and carried
no obligation and/or accountability into adulthood;
B. Convictions overturned by a higher court; and
C. Convictions that have been the subject of a pardon or expungement. Please
note that under such circumstances, applicants may respond on application
as if the event(s) had never occurred.

**HUD/NAHASDA Rules and Regulations:** The CIHA shall be in full compliance with any
and all aspects of NAHASDA rules and regulations including, but not limited to the
following:

D. Receipt of criminal conviction information on adult applicants
   or tenants by Indian Tribes and TDHEs.
E. The National Crime Information Center, police departments,
   and other law enforcement agencies shall provide criminal
   conviction information to Indian tribes and TDHEs upon
   request. Information regarding juveniles shall only be released
to the extent such release is authorized by the law of the
   applicable state, Indian tribe or locality.
E. The term “tenants” includes homebuyers who are purchasing a home pursuant to a lease purchase agreement.

G. The CIHA shall use the criminal conviction information for applicant screening, Lease enforcement and eviction actions. The information may be disclosed only to any person who has a job related need for the information and who is an Authorized officer, employee, or representative of the CIHA or the owner of housing assisted under NAHASDA.

20) Each applicant must demonstrate adequate resources and capability to perform the obligations of a CIHA Mutual Help and Occupancy Agreement. CIHA determination will be based on information furnished by the applicant and documents such as Landlord References and credit checks through other agencies and departments.

21) In selecting eligible applicants to fill vacancies, the CIHA will make selections of enrolled Colville tribal members in accordance with the following preferences and/or criteria also see occupancy standards, page 10, for additional information. Enrolled Colville tribal members will be selected on a first come, first served basis, subject to the following preferences:

A. The elderly and/or disabled or handicapped single persons will be given preference for units specifically designed for the elderly or handicapped.

B. Families with children will be given priority in all other units and consideration will be given to the applicant’s family size as it relates to any available unit.

C. Applicant must demonstrate adequate resources to perform the homebuyer’s responsibilities under the contract, including, but not limited to, payment of administrative fees, utilities, and maintenance.

2. PROCESSING OF APPLICATIONS

a. This section sets forth the steps which are to be taken in obtaining and verifying information from applicant families for the purpose of (1) determining whether they meet the conditions of eligibility for admission set forth in Section 1.b; (2) applying the preference requirements established in Section 1.e.(a),1,2, and 3; (3) determining the required monthly house payment to be charged and (4) the size of the dwelling required.
b. To assure compliance with the preference requirements of Section 1.e(a)1, 2, and 3; applications are to be accepted from all families regardless of the number of eligible applicants on file.

c. The applicant will be required to supply information as called for on the Application for Admission attesting to the data provided. The application, together with all other materials relating to the family's eligibility, priority, and preference rating are to be maintained in an active file for each applicant. The information on applications from families who appear to be eligible will be verified prior to occupancy.

1) If, during the application interview, it appears that the applicant is definitely not eligible, the applicant is to be so notified verbally and in writing, with reasons and that the applicant shall have ten days to correct any deficiencies in the application.

2) All entries are to be made in ink, indelible pencil or typed in. Corrections or changes are to be made by lining through the original entry and entering the correct data. Such changes are to be dated and initialed by the person recording the change and the reason for such changes noted in the record.

d. A pool of active applicants shall be kept current. Each applicant is to inform the CIHA management office of any changes in their eligibility status during the period an applicant's application is in the pool of active applications. Notations of dates of contacts and of applicant's continued interest are to be made a part of the application record. In any event, all interested applicants shall update their application at least once every six months. Copies of the pool of active applicants with their documentation as to name, address, family size, date and time of application and other required information shall be kept on file at the CIHA offices.

e. Determinations of approval of applicants will be made by CIHA staff based on information supplied by the applicant on the CIHA Application for Admission, and a priority list established according to the date and the time the application was certified.
3. VERIFICATION AND DOCUMENTATION OF APPLICATION DATA

a. Approximately thirty (30) days prior to a unit being available for occupancy, the CIHA shall verify applicant eligibility. All statements made by the family in the application that may affect the determination of eligibility or level of payments are subject to verification by the CIHA. The CIHA shall assure accurate determinations of eligibility and payments while at the same time respecting the privacy of applicants.

The following three (3) types of verification will occur as determined necessary by CIHA:

1) Declaration by the Family: This is the appropriate means for dealing with those statements regarding age, family composition, etc., are often adequate for verifying income.

2) Documentation: Documents furnished by the family such as assistance checks, pay stubs, etc., are often adequate for verifying income.

3) Third Party Verification: This entails contacts with Federal (FBI, BIA, INS, FTA, etc.), State, and Local agencies, employers, credit bureaus, previous landlords and similar sources to verify the family's statements. It is often necessary to use this method when verifying earned income, assistance payments, medical expenses, and other factors that may be difficult for the family to document itself. Third party verification may be done, with approval by the applicant, by mail or phone.

b. In situations of temporary, emergency-hire (e-hire), non-recurring, or sporadic income: verification must be received of previous year incomes from income tax statements, where applicable or other documents which may be available.

c. If no other means of verification of income is possible, the CIHA may accept an affidavit describing sources and estimated amounts of income certified by the applicant, or in the case of a reexamination, by the homebuyer.

d. Documentation will be maintained with respect to all verifications. For declarations, the appearance of the statement on the application signed by the family is sufficient. Copies of checks, when permitted by law, or a note by the CIHA employee who reviewed the document is sufficient when documentation is
furnished by the applicant family. Third party verification may be documented by keeping the written verification or by informal notes and recording telephone contacts. In all cases, the verification must be signed by the responsible CIHA employee.

4. **CERTIFICATION OF ELIGIBILITY**
   
   a. The CIHA Community Services is to complete the eligibility certification for signature of the Community Services Manager on the Application for Admission for the families determined to be eligible for admissions.
   
   b. Each applicant determined to be eligible shall be so notified in writing of the date they are placed on the waiting list and given an approximate date when a unit will be available for occupancy and so noted on the application.
   
   c. Each applicant determined to be ineligible shall be notified in writing with the reasons and of their right to an informal hearing within ten (10) days, with the CIHA Executive Director and the CIHA staff person determining the ineligibility.
   
   d. Eligible applicants that own a substandard home must sign a statement that the home will be demolished prior to the new home being built.

5. **OCCUPANCY STANDARDS**
   
   a. CIHA Mutual Help units are leased in accordance with the occupancy standards set forth below:

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<tr>
<th>Bedroom Size</th>
<th>Minimum</th>
<th>Maximum</th>
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   b. These minimum and maximum limits may be waived at the sole discretion of the CIHA. During the time the applicant or applicant’s family is on the homeownership wait list and in the event of a pregnancy with appropriate information received verifying the pregnancy, the bedroom size listed for the family will automatically increase by one.
c. The length of time homebuyer’s are allowed visitors will not exceed three (3) months maximum.

6. Individuals who are enrolled Colville Tribal members may execute the agreement. The agreements are to be kept current at all times in accordance with reexamination requirements found in each MHOA.

   a. Upon qualification to purchase from the CIHA a responsible member or both adult members, if applicable, of each family accepted as a homebuyer is required to sign the MHOA in duplicate prior to actual admission. The agreement shall be reviewed the family and by the appropriate CIHA staff to explain the terms and conditions of the agreement, and such copy kept on file in the homebuyer file in the CIHA central office.

   b. In the event the signatories of the Agreements cease to be members of the homebuyer family, the remaining adult family member shall notify the CIHA and, if possible, procure a release of home form signed by the member no longer living in the unit.

   c. Termination of agreements will be in accordance with the provisions contained in such agreements.

   d. Subletting of CIHA Mutual Help units by tenants is allowed per the sublease policy established by the CIHA.

   e. The homebuyer’s selection for successorship must meet the criteria outlined in Section 13.3 of the MHOA.

SECTION II

HOMEBUYER ELIGIBILITY REEXAMINATIONS

1. REEXAMINATIONS/RECERTIFICATIONS:

   a. Reexaminations of all families are to be conducted annually except the length of time between admission and the first examination may be extended to not more than 18 months if necessary, to fit an established reexamination schedule.

   b. Failure of the homebuyer to complete a reexamination may result in an increase in their house payment to the maximum amount, as determined by the amortization schedule, effective the first of the second month following the prescribed date the reexamination was due.
c. The reexamination/recertification inspection reports shall be entered into the HDS automated data tenant file within seven (7) days of completion, with a paper copy in each homebuyer file.

2. HOMEBUYER PAYMENTS

a. All families in CIHA MHOA units shall make payments in accordance with calculations computed at the time of their application and based on the information and documentation supplied by the applicant at the time of application.

b. Computations of payment shall be 15% of the adjusted family income not including youth under the age of eighteen (18) years of age or full time students.

c. In no event shall any amount calculated be less than the established administrative fee.

d. The calculation for any applicant above 80% of the established median income will be calculated per 24 CFR 1000.110(e)(1 & 2). Annual income as reported under the Census long-form for the most recent available decennial Census includes:

1) Money wage or salary income;
2) Net income from non-farm self-employment;
3) Net income from farm self-employment; Unemployment Compensation;
4) Workers’ Compensation;
5) Social Security income, Supplemental Security Income, and Public Assistance or welfare payments (TANF);
6) Veteran’s payments;
7) Survivor benefits includes payments people received from survivors’ or widows’ pensions, estates, trusts, annuities, or any other type of survivor benefits;
8) Disability benefits;
9) Pension or retirement income;
10) Educational assistance includes Pell Grants; other government educational assistance; any scholarships or grants; or financial assistance students receive from employers, friends or relatives not residing in the student’s household excluding tuition, books, supplies, and transportation;
11) Child Support;
12) Alimony;
13) Financial assistance from outside of the home which includes periodic payments people receive from non-household members.
14) Adjusted income means the annual income anticipated from all sources received by the family head and spouse, even if temporarily absent, and by each additional member of the family 18 years of age and older, less deductions specified below and anticipated during the 12 month period for
which annual income is established. Such deductions shall be applied uniformly to all families.

15) Child care expenses, not paid to a member of the family living in the unit, to the extent necessary to enable another member of the family to be employed or to further their education.

16) Dependent, which means having legal custody or the right to claim as a dependent per the IRS tax code, school enrollment form showing custody, or receiving benefits for or in the name of a child living in the home, deductions in the amount of $480.00 for each dependent, other than head of family or spouse, or foster child, who is under 18 years of age; or 18 years of age or older and who is a disabled or handicapped person, or who is a full time student.

17) A head of household, spouse, or sole member of a family is allowed a deduction in the amount of $400.00 if that head or household, spouse, or sole member is at least 62 years of age; or disabled or handicapped.

18) The sum of total non-reimbursed medical expenses plus the cost of handicapped care and equipment to permit employment of a family member is in excess of 3% of annual (gross) income is allowed as a deduction for elderly (age 62 and over) and disabled families.

19) The sum total of federal income tax, social security tax, workmen compensation tax, and retirement that are deducted from any payroll check or any self employment tax for the same items as noted above. The calculation of this amount may be done using actual amounts OR by using a deduction of 21%, reviewed annually, of gross wages, plus any amount the applicant has taken out of their gross for retirement.

20) Excessive travel expenses, not to exceed $25.00 per family per week, for travel in excess of 150 miles round trip, for employment or education related travel. A flat rate utility allowance will be allowed on all units. CIHA will establish this utility allowance and the rate may be revised annually. This allowance is for electrical, water, and sewer. CIHA will continue to pay for garbage pickup.

21) Capital gains people received (or losses they incur) from the sale of property, including stocks, bonds, a house, or a car.

22) Withdrawal of bank deposits.

23) Money borrowed.

24) Tax refunds.

25) Temporary, nonrecurring or sporadic income (including gifts).

26) Lump sum inheritances or insurance payments (including payments under health and accident insurance and worker’s compensation).

27) 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.

28) Deferred periodic amounts from supplemental security income and social
security benefits that are received in a lump sum amount or in prospective monthly amounts.

28) The value of the allotment provided to an eligible household under the Food Stamp Act of 1977 (7 U.S.C. 2017(b)).

29) Payments to Volunteers under the Domestic Volunteer Services Act of 1973 (42 U.S.C. 5044(g)).

30) Payments or allowances made under the Department of Health and Human Services Low-Income Home Energy Assistance Program (42 U.S.C. 8624(f)).

31) Payments received under programs funded in whole or in part under the Job Training Partnership Act (29 U.S.C. 1552(b)). Amounts received under AmeriCorps are to be treated like amounts received under the Job Training Partnership Act.

32) Payments received from programs funded under Title V of the Older Americans Act of 1965 (42 U.S.C. 3056(f)).

33) The value of any child care provided or arranged (or any amount received as payment for such care or reimbursement for costs incurred for such care) under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858).

34) Amounts received for reimbursement of the cost of illnesses or medical care.

35) Settlements for personal losses.

36) Lottery and bingo winnings.

37) Relocation payments received under Title II or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

38) Amounts paid by a State agency to a family 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.

39) Amounts received for child support.

40) Amounts paid for child support by the non-custodial parent.

41) The CIHA may base home payments on an average of family’s total income over a six month period; or require that the family report for reexamination each thirty (30) days until an average monthly income can be determined.

42) Payment adjustments by the CIHA will not be made between the dates of annual reexaminations except when changes occur affecting tenant's family composition, i.e.; death, divorce, marriage, addition of a family member who should be added as a resident or should become the head of family, or because of changes in the tenant's income.

43) Homebuyers will be notified in writing of any change, and reasons in homebuyer payments resulting from the reviews.

44) Decreases in home payments resulting from reviews are to be effective the first of the month following report and verification of the changes; Increases in payments shall become effective the first of the second month following the changes resulting from rent reviews.

45) If the homebuyer intentionally misrepresent any required information at
the time of admission, annual reexamination, and a review caused a family to pay a lower home payment than called for by calculation of required monthly house payments because of the intentional misrepresentations by the homebuyer, such homebuyer will be required to pay the difference between the home payment they paid and what they should have paid.

3. MUTUAL HELP HOMEOWNERSHIP CONVEYANCY PROCEDURE

a. To ensure that the conveyance of title to a MH homebuyer is processed in an expeditious and efficient manner, including coordination between the homebuyer, CIHA administration, CIHA Finance, and B.I.A Realty and to project future revenue.

b. Applies to all MH homebuyers whose houses are paid off in accordance with any of the methods described in the CIHA Policies and/or NAHASDA regulations.

c. General:

1) The process of conveyance of MH homes begins when the debt service is retired, but is completed when all obligations are met, including but not limited to outstanding debt, administrative fee, and work order charges.

2) Once all obligations are met the Executive Director or designee will cause to have the conveyance documents prepared for consideration by the Board of Commissioners.

3) The administrative fee will continue to be assessed until the conveyance process is completed.

4) The conveyance of MH homes will be initiated by CIHA and in coordination with B.I.A Realty.

5) Community Services shall notify the Finance Department, Administrative/Human Resources Manager and Maintenance when the conveyance completed and update data in HDS system.

6) A report of activity pertaining to paid-off MH homes will be submitted semi-annually to the Board of Commissioners.

7) Complete records/documentation pertaining to the conveyance process will be maintained in each homebuyer file by CIHA.

8) The exchange of information between CIHA, B.I.A Realty and the homebuyer regarding the conveyance of the unit will be in writing and filed properly.

9) A Conveyance Eligibility Report shall be provided annually to the Executive Director.

10) Annually the Executive Director will submit to the Board of Commissioners a report projecting the proceeds from sale anticipated.
d. **Notification to Realty & Homebuyer**

1) The Community Services Manager shall meet with each homebuyer to provide initial notification stating the eligible purchase date, any amounts due or refundable, and homebuyer responsibility for obtaining insurance, water, sewer, and garbage.

2) Homebuyer shall be notified to contact B.I.A. Leasing to release CIHA from land control and reassign to individual homebuyer.

3) One month prior to conveyance the CIHA will notify the homebuyer by certified mail of the necessity of obtaining insurance.

4) A Notice of Eligibility to the participant for conveyance is mailed upon receipt of final payment of all outstanding obligations.

5) The Administrative/HR Manager shall notify the insurance company of the separation of billings with a thirty (30) day grace period within thirty (30) days of notification. The AMERIND Native American Shield insurance program information shall be provided as an option only.

6) Community Services shall notify utility company to verify CIHA not responsible for service.

7) The Executive Director or his/her designee will research the parcel information and prepare conveyance documents for the Board of Commissioners’ approval within thirty (30) days of the next scheduled regular meeting of the Board of Commissioners.

   The Quitclaim and Release Deed, attachment A, shall be completed by CIHA and forwarded to the BIA Superintendent at the same time that the conveyance documents are transmitted. The Quitclaim and Release Deed shall be filed with the Bureau of Indian Affairs Realty Offices or county recording office in which the residence is located.

8) Upon approval and execution of conveyance documents, the Executive Director or designee shall prepare correspondence to the homebuyer and B.I.A Realty with the original conveyance documents.

9) Within sixty (60) days of B.I.A. Superintendent signing the conveyance, the Community Services Manager shall follow-up with B.I.A Leasing to inquire that homebuyer started process to transfer land lease into their own name.

10) Copies of all correspondence, conveyance documents, and pay off information will be maintained in a master file and in the homebuyer file for a period of seven (7) years from the date of execution.

11) In event that homebuyer when notified of conveyance eligibility fails to sign the Bill of Sale or conveyance documents within ninety (90) days, conveyance will become automatic. CIHA shall assume ownership of the unit. Default & Termination procedures shall be initiated to have residents removed and vacate the premises.
e. **Report to the Board of Commissioners**

1) The Executive Director will submit a semi-annual conveyance report to the Board of Commissioners at the regularly scheduled Board meeting.

2) Thirty (30) days prior to the end of the fiscal year the Executive Director will prepare a report projecting the estimated proceeds from the sale of MH homes for the upcoming fiscal year.

f. **Authorization**

1) 1) The Executive Director is authorized to establish and implement procedures to ensure that Board policies regarding conveyance are carried out in an efficient and expeditious manner.
QUITCLAIM AND RELEASE DEED

The Grantor, Colville Indian Housing Authority, located at 42 Convalescent Blvd., Nespelem, WA, 99155, for and in consideration of Grantee’s payment of $_______ to Grantor and Grantee’s satisfaction of all obligations specified under the terms of the [homebuyer agreement/contract of sale/MHOA – whichever is applicable] or waiver thereof, dated [insert date], entered into between Grantor and Grantee, conveys and quitclaims to Grantee, [here insert name of homebuyer], all right, title, and interest in the following described real estate, including the dwelling unit thereon and any leasehold interest of Grantor:

[insert legal description of property]

situated in the county of __________, State of Washington, which has the street address of ____________, and which is also identified as Project No. ____, Unit No. _____.

Tax Parcel Number(s): ______

Dated this ______ day of ______, 20___.

Colville Indian Housing Authority

By: __________________________
Name: _______________________
Title: _______________________
State of Washington )
)ss
County of ______________ )

The foregoing instrument was acknowledged before me this ___ day of ________________, 20__, by ____________________________.

____________________________
Notary Public for Washington

My Commission Expires: