



HO-CHUNK NATION
DEPARTMENT OF HOUSING

Title: Home Repair Loan Policy	Effective Date: 08/20/13	Review Date: 08/19/13
		Revision Date: N/A
	Attachment:	Revision Number: N/A
Executive Director Signature: <i>Myra [Signature]</i>		Exec. Director Signature Date: 8/20/13
Subject: Home Repair Loan Assistance		Page: 1 of 10

PURPOSE: The purpose and function of the Home Repair Loan is to provide funding for the Ho-Chunk tribal member to make repairs to their home, in order to maintain and preserve the condition of the home.

The maximum amount of the Home Repair Loan shall not exceed \$15,000.00 and is subject to certain terms and conditions. The funds for this are subject to and limited by budget restrictions and funds returned to the program by repayment of the Home Repair Loans. The homeowner may use the loan for any repair or improvement that becomes a permanent fixture to the house

SECTION 1: CLIENT RESPONSIBILITIES

- 1-1 Shall be an enrolled Ho-Chunk Tribal Member. (provide copy of Tribal ID).
- 1-2 Shall be 18 years of age or older, and legally competent.
- 1-3 Shall submit a completed application.
- 1-4 Shall be the permanent/primary residence of the homeowner.
- 1-5 Shall provide proof of ownership (copy of deed/title).
- 1-6 Shall provide certificate of homeowners insurance.
- 1-7 Shall provide requested financial information.
- 1-8 Attempt to use Native American contractors.
- 1-9 Shall work with selected contractor on Addendum see attachment (Material Selection) both parties' initials on Addendum.
- 1-10 Shall review proposals (bids) with contractor to include Timeline, Payment Schedule, and Removal of Debris.

- 1-11 Project must be compliant with local/program codes.
- 1-12 Project will be subject to inspection prior to final payment.

SECTION 2: TERMS AND CONDITIONS

- 2-1 Home Ownership Program (HOP) new recipients are ineligible for the Home Repair Loan for five(5) years from the date of closing.
- 2-2 Must be current on mortgage payments (HOP or any outside lender), homeowner's insurance and real estate taxes/Land Lease Payments.
- 2-3 Must not be delinquent on loans from the Ho-Chunk Nation, Citizens Community or have any outstanding debts to the Nation, the Nation's programs, or the Ho-Chunk Housing & Community Development Agency.
- 2-4 Must sign an Irrevocable Assignment of Per Capita.
- 2-5 If approved applicant fails to proceed within thirty (30) days after approval, such applicant shall be notified, by certified mail with return receipt, by the Department of Housing that the applicant must take immediate action or lose approved status. Terminated files cannot be reactivated. The Applicant would be required to submit a new application.

SECTION 3: DEPARTMENT OF HOUSING RESPONSIBILITIES

- 3-1 Shall do a background check on the status of mortgage, any outstanding debts owed to the Nation, homeowner's insurance coverage and real estate taxes/Land Lease Payments, and verify enrollment.
- 3-2 Shall determine eligibility.
- 3-3 Shall penalize for fraud (\$1,000.00 plus repayment of the Loan should become due and payable in full, and ineligible for future loans).

SECTION 4: CONTRACTOR RESPONSIBILITIES:

- 4-1 Shall abide by state, local and Ho-Chunk Nation codes, ordinances, and specifications.
- 4-2 Shall provide proof of insurance.
- 4-3 Shall procure necessary work permits and comply with inspections as required by state/local governments or the Ho-Chunk Nation.
- 4-4 All proposals (bids) to include Timeline, Payment Schedule and Removal of Debris.
- 4-5 Selected contractor shall work with homeowner on Addendum see attachment (material selection) with both parties' initials on Addendum.

- 4-6 Project must be compliant with local/program codes.
- 4-7 Project will be subject to inspection prior to final payment.

SECTION 5: LOAN TERMS

- 5-1 Loans shall be given on a first come, first served basis.
- 5-2 The combined total of the Home Repair Loan and the Mortgage payment shall not exceed forty-five percent (45%) of the household gross income.
- 5-3 The maximum amount of the Home Repair Loan shall not exceed \$15,000.00.
- 5-4 The Ho-Chunk Nation Department of Housing shall file a lien against your home for the cost of the Home Repair Loan. The lien shall be released after the Home Repair Loan is paid in full.
- 5-5 The Home Repair Loan administration fee shall be \$50.00 per \$1,000.00 borrowed.
- 5-6 The monthly payments will be made to the Department of Housing by cash, check, money order, wage assignment, or by per capita assignment three months in advance.
- 5-7 The payments are due and payable on the first (1st) of each month
- 5-8 Payments received or postmarked after the tenth (10th) shall incur a five percent (5%) late fee based on the agreed monthly payment
- 5-9 If the Loan is two months delinquent, without cause, the Department of Housing shall submit the Irrevocable Per Capita Assignment for payment
- 5-10 The second time the Loan is delinquent for two months, without cause, the loan shall be due and payable in full
- 5-11 Requests for additional Home Repair Loans will only be accepted if all Home Repair Loans, existing and additional have a total sum of \$15,000.00 or under, not including administration fee.

SECTION 6: HOME REPAIR LOAN PAYMENT SCHEDULE

- 6-1 The payments will be based on the amount of the loan and the time for repayment as shown in the schedule:

AMOUNT OF LOAN **	TERM OF LOAN	ADMINISTRATION FEE
		\$50.00 PER \$1,000.00
\$1,000.00 - \$2,000.00	ONE YEAR	\$100.00 PER \$2,000.00
\$2,001.00 - \$3,500.00	TWO YEARS	\$150.00 PER \$3,000.00
\$3,501.00 - \$5,000.00	THREE YEARS	\$200.00 PER \$4,000.00

\$5,001.00 - \$7,500.00	FOUR YEARS	\$250.00 PER \$5,000.00
\$7,501.00 - \$10,000.00	FIVE YEARS	\$300.00 PER \$6,000.00
\$10,001.00 - \$15,000.00	SIX YEARS	\$350.00 PER \$7,000.00
		\$400.00 PER \$8,000.00
		\$450.00 PER \$9,000.00
		\$500.00 PER \$10,000.00
		\$550.00 PER \$11,000.00
		\$600.00 PER \$12,000.00
		\$650.00 PER \$13,000.00
		\$700.00 PER \$14,000.00
		\$750.00 PER \$15,000.00

SECTION 7: HOME REPAIR LOAN PROCESS

7-1 How the process will work:

- a. Homeowner shall submit an application for the Home Repair Loan.
- b. The Department of Housing shall review all documents for compliance and determine eligibility.
- c. Department of Housing Executive Director / Home Repair Loan Departmental review and approve or deny the application.
- d. Funds for approved loans shall be dispersed to the vendors.

7-2 Please check each item and include this with your application packet.

- a. Completed application – with three (3) bids .
- b. Copy of deed for home and copy of land lease if house is on trust land.
- c. Copy of Real Estate Taxes (trust land exempt).
- d. Copy of proof of payment Lease Rental Payments (BIA).
- e. Certificate of homeowners insurance .
- f. Signed release form.

7-3 The Department of Housing will only process completed applications. *Approvals based on the following:*

- a. Applicant is not a HOP recipient within the first five (5) years from date of closing.
- b. Current on mortgage payment, homeowners insurance, and real estate taxes/land lease payments.
- c. No delinquent loans or outstanding debts to or from the Ho-Chunk Nation or its financial institutions.

- d. Combined total of the Home Repair Loan and the Mortgage payments shall not exceed forty-five percent (45%) of the household gross income. (Affordability)

7-4 Priority for Home Repair Loan

- a. EMERGENCY HOME REPAIR – *Department of Housing Executive Director Approval*

* Roof * Electrical
* Furnace * Water Heater

- b. HOME REPAIR – *Department of Housing Home Repair Loan Committee Approval*

* Windows * Air Conditioning
* Gutters * Handicap Accessibility items

- c. HOME IMPROVEMENTS – *Department of Housing Home Repair Loan Committee Approval*

* Siding * Doors * Cement work * Decks
* Pavement * Flooring * Cabinets * Renovations

HOUSE INFORMATION

Type of Home: Single-family home Duplex Condo/Townhouse Mobile (Must submit title, and land ownership or lot lease)

Do you live on trust land? Yes No

FINANCIAL INSTITUTION/INSURANCE INFORMATION

Insurance Company Name: _____

Insurance Agent's Name: _____ Phone: _____ Ext. _____

Policy Number: _____

First Mortgage Lender Name: _____

Contact Person: _____ Phone: _____ Ext. _____

Account Number: _____

Second Mortgage Lender Name: _____

Contact Person: _____ Phone: _____ Ext. _____

Account Number: _____

I/We certify that the information provided in this application is true and correct as of the date set forth opposite my/our signature(s) on this application and acknowledge my/our understanding that any intentional or negligent misrepresentation(s) of the information contained within this application may result in a penalty of being ineligible for the Home Repair Loan and a denial of the processing of the application and any future applications for this program.

Applicant Signature	Date	Co-Applicant Signature	Date



HO-CHUNK NATION

DEPARTMENT OF HOUSING

AUTHORIZATON FOR RELEASE OF INFORMATION

I/we, the undersigned, with this, authorize the Ho-Chunk Nation Department of Housing and their agents to obtain any information, necessary, to process the Ho-Chunk Nation Home Ownership Application. This information may be obtained from the following sources, any of the Programs of the Ho-Chunk Nation, federal, state, and local governments and any of their agencies and representatives, law enforcement agencies, financial institutions, and current and prior landlords. This list is not all-inclusive and may include any additional agency, government, or private source, as deemed necessary by the Ho-Chunk Nation Department of Housing and/or their agents.

I/we, the undersigned, with this release the Ho-Chunk Nation Department of Housing and/or their agents any requested information from the following agencies: federal, state and local governments, law enforcement agencies, financial institutions, and current or prior landlords.

The information requested may be given by fax, telephone or in writing. This release is valid for fifteen (15) months from the date of the applicant's signature. This release is valid if photocopied and does not have to have an original signature.

I/we, have read the terms and conditions of the AUTHORIZATION FOR THE RELEASE OF INFORMATION and with this, give consent for the release of any requested information.

Printed Name of Applicant

Signature of Applicant

S.S.N. of Applicant

Date of Birth of Applicant

Date

Printed Name of Co-Applicant

Signature of Co-Applicant

S.S.N. of Co-Applicant

Date of Birth of Co-Applicant

Date

MONTHLY BASIC LIVING EXPENSES

Fixed:

Mortgage/Rent	
Property Tax	
Gas / Heat	
Electricity	
Water/Sewer	
Garbage	
Home Phone	
Cell Phone	
Car Payment 1	
Car Payment 2	
Car Insurance	
Health Insurance (total)	
Additional Insurance	
Child Care	
FIXED SUB-TOTAL	

Variable:

Groceries	
Eating out	
Long Distance	
House Maintenance	
Gasoline / Vehicle	
Car Maintenance	
School Supplies	
Clothes	
Gifts	
Cable/Satellite	
Entertainment/Recreation	
Pets	
Cigarettes	

Laundry	
Travel	
Bingo/Casino	
Contributions	
Emergency Savings	

DEBTS	Total Amt	Monthly Payment
Credit Card(s)		
Dental		
Vision		
Medical		
Tribal Loan		
Garnishments/Judgments		
Other Loans		
SUB-TOTAL DEBTS		
TOTALS		
FIXED		
VARIABLE		
DEBT		
TOTAL EXPENSES		

INCOME

Monthly Net Income 1	
Monthly Net Income 2	
Per Cap 1	
Per Cap 2	
SSI (disability)	
Pension Benefits	
Retirement Benefits	
Veteran's Benefits	
TOTAL INCOME	

TOTAL INCOME	
Minus Monthly Exps.	
Minus Monthly Debts	
MONTHLY NET INC	
Monthly Loan Pmt.	
Bal. Avail. Per Month	

HOME REPAIR LOAN (Home Repair and Home Improvements) PROCESS

