



## HO-CHUNK NATION

<b>Subject: Home Repair Loan</b>	<b>Title: Home Repair Loan Guidelines</b>
<b>Revision Number: DOH.HRL.01</b>	<b>Effective Date: June 18, 2018</b>
<b>Approval Authority:</b> Executive Director of Housing	<b>Responsible Approval Authority Signature:</b> 

### 1.0 Statement:

- 1.1 These guidelines replace the former Home Repair Loan Program Policy DOH-HOP-05-17-17-001.

### 2.0 Purpose:

- 2.1 The Home Improvement Repair Loan (HRL) is designed to assist enrolled Ho-Chunk Nation members by providing an interest free loan to improve or repair their homes, in order to maintain and preserve the condition of the home or property.
- 2.2 Repairs and improvements shall be performed by a licensed contractor OR by the individual Applicant.
  - 2.2.1 All work performed shall be in accordance to all local, state, or tribal building codes. Applicant is responsible for all permits, inspections, payments, and quality of work.
  - 2.2.2 The Ho-Chunk Nation is not responsible for the quality of workmanship, materials used, or any guaranty of the above.

### 3.0 Guidelines: Eligibility

- 3.1 Applicants must be an enrolled Ho-Chunk Nation Member and provide proof of enrollment, 18 years of age or older, and legally competent.
- 3.2 Must submit a completed HRL Application including, proof of ownership (copy of warranty deed, land lease), and certificate of homeowners insurance.
- 3.3 Must be current on loans with the Ho-Chunk Nation.
  - 3.3.1 Loan delinquencies must be cured prior to approval.

### 4.0 Loan Terms:

- 4.1 Loans shall be given on a first come, first served basis, when completed application and required documents are received, contingent on program funding.
- 4.2 Applicants must sign an Irrevocable Per Capita agreement.
- 4.3 Eligibility will be determined by affordability using the current debt to income ratio.
- 4.4 Loans shall not exceed the maximum amount of \$25,000.00, contingent on affordability.
- 4.5 Payments are due and payable on the first (1<sup>st</sup>) of each month. If payment is not received by the tenth day of the month a late fee of \$25 per month will be assessed to the loan.
- 4.6 If the Loan is 60 days delinquent, the Department of Housing shall submit the Irrevocable Per Capita Agreement for payment.



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- 4.6.1 If payments are not received from the Irrevocable Per Capita Agreement the file will be forwarded to the Department of Justice to begin the collection process.
  - 4.7 If the applicant has defaulted (4.6.1) on the loan they will be subject to a five (5) year waiting period to be eligible for another HRL.
  - 4.8 Applicants may have a maximum of two separate loans, only if combined loans have a total sum of \$25,000.00 or less, contingent on affordability and current status of existing loan.
- 5.0 Procedure:
- 5.1 Applications received by the Department of Housing will be date stamped on application and forwarded to the Home Ownership Division.
  - 5.2 The Home Ownership Division will verify application is complete and requesting documentation is submitted.
  - 5.3 The Home Ownership Division shall forward completed applications to the Department of Housing Home Repair Loan panel for approval or denial.
    - 5.3.1 The panel will return the file with their recommendation for approval or denial to the Home Ownership Division for further processing.
    - 5.3.2 The panel will determine the maximum loan amount for approved files based on affordability using the current debt to income ratio.
  - 5.4 The Home Ownership Division will forward the file to the Executive Director (ED) for final signature of approval or denial.
  - 5.5 The Executive Director will return signed files to the Home Ownership Division.
    - 5.5.1 The Home Ownership Division will prepare an approval or denial letter, irrevocable per capita agreement, and loan stipulation letter, and mail to Applicant.
    - 5.5.2 Upon receiving the signed documents from the applicant, the Department of Housing will offer the applicant the option of having a Project Coordinator to be assigned to assist them with their project.
  - 5.6 Prior to any fund disbursement, the applicant shall obtain at least one (1) bid to include scope of work up to the maximum approved amount.
    - 5.6.1 The agreement for services will be between the applicant and the selected contractor, and will be subject to current tribal and/or state regulations regarding building codes, permits, inspections, dispute resolution, non-performance and lien laws.
    - 5.6.2 Homeowners who perform the work themselves will be subject to current tribal and/or state regulations regarding building codes, permits, and inspections and assume all liability for workmanship and quality.
  - 5.7 Applicant must sign loan agreement repayment paperwork based on approved amount of loan.
    - 5.7.1 The Department of Housing will process loan payment using the Nation's current financial software.
      - 5.7.1.1 The check will be payable to the contractor and the homeowner.
      - 5.7.1.2 Checks will be made payable to the homeowners who are performing the work themselves; they are responsible for all payments to the vendors.



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5.8 Repayment of loan will begin thirty (30) days after fund disbursement.

5.8.1 The first payment will be due on the 1<sup>st</sup> of month, following thirty days from date of payment to the Applicant. *Example: if a check is made to the Applicant on April 20, the first payment is due on June 1<sup>st</sup>.*

6.0 Attachment/Forms:

6.1 Home Repair Loan Application with repayment schedule.

6.2 Authorization for the Release of Information.

6.3 Irrevocable Per Capita Agreement.

6.4 Monthly Basic Living Expenses.

7.0 Definitions:

7.1 **Debt to Income Ratio** – A process to measure an individual's ability to manage monthly payment and repay debts.

7.2 **Irrevocable Per Capita Agreement** – A signed agreement made to ensure payment when a loan becomes delinquent.

8.4 **Scope of Work** – The area in an agreement where the work to be performed is described.

8.0 Guidelines History

061818: Approved by the Executive Director of Housing



## HO-CHUNK NATION DEPARTMENT OF HOUSING

### Home Improvement Repair Loan Repayment Schedule

Minimum Loan Amount	Maximum Loan Amount	Term of Loan	Minimum Payment	Maximum Payment
\$ 1,000.00	\$ 1,999.99	12	\$ 83.33	\$ 166.67
\$ 2,000.00	\$ 2,999.99	24	\$ 83.33	\$ 125.00
\$ 3,000.00	\$ 3,999.99	36	\$ 83.33	\$ 111.11
\$ 4,000.00	\$ 4,999.99	36	\$ 111.11	\$ 138.89
\$ 5,000.00	\$ 5,999.99	48	\$ 104.17	\$ 125.00
\$ 6,000.00	\$ 6,999.99	48	\$ 125.00	\$ 145.83
\$ 7,000.00	\$ 7,999.99	60	\$ 116.67	\$ 133.33
\$ 8,000.00	\$ 8,999.99	60	\$ 133.33	\$ 150.00
\$ 9,000.00	\$ 9,999.99	60	\$ 150.00	\$ 166.67
\$ 10,000.00	\$ 10,999.99	72	\$ 138.89	\$ 152.78
\$ 11,000.00	\$ 11,999.99	72	\$ 152.78	\$ 166.67
\$ 12,000.00	\$ 12,999.99	72	\$ 166.67	\$ 180.56
\$ 13,000.00	\$ 13,999.99	72	\$ 180.56	\$ 194.44
\$ 14,000.00	\$ 14,999.99	72	\$ 194.44	\$ 208.33
\$ 15,000.00	\$ 15,999.99	84	\$ 178.57	\$ 190.48
\$ 16,000.00	\$ 16,999.99	84	\$ 190.48	\$ 202.38
\$ 17,000.00	\$ 17,999.99	84	\$ 202.38	\$ 214.29
\$ 18,000.00	\$ 18,999.99	84	\$ 214.29	\$ 226.19
\$ 19,000.00	\$ 19,999.99	84	\$ 226.19	\$ 238.10
\$ 20,000.00	\$ 20,999.99	84	\$ 238.10	\$ 250.00
\$ 21,000.00	\$ 21,999.99	84	\$ 250.00	\$ 261.90
\$ 22,000.00	\$ 22,999.99	84	\$ 261.90	\$ 273.81
\$ 23,000.00	\$ 23,999.99	84	\$ 273.81	\$ 285.71
\$ 24,000.00	\$ 25,000.00	84	\$ 285.71	\$ 297.62

The Department of Housing Home Ownership Division will determine the monthly loan repayment amount based on actual dollar amount borrowed plus the administrative fee. There is NO penalty for early repayment or payoff.



**HO-CHUNK NATION**  
**DEPARTMENT OF HOUSING**

**Home Improvement Repair Loan Application**

All questions on the application must be answered. **Incomplete applications will be returned.**

APPLICATION INFORMATION					
Applicant's Name (include Jr. or Sr. if applicable)			Co-Applicant's Name (include Jr. or Sr. if applicable)		
Tribal Enrollment #	Phone Number	District	Tribal Enrollment #	Phone Number	District
Mailing Address (street, city, state, county, zip code)			Mailing Address (street, city, state, county, zip code)		
Date of Birth	Email Address		Date of Birth	Email Address	

PROPERTY INFORMATION
Street Address of Property: _____ City: _____ State: _____ Zip: _____ County of Residence Property is located: _____ Please list of repairs or improvements to be made: _____ _____ _____ _____ _____

FINANCIAL INSTITUTION/INSURANCE INFORMATION
Financial Institution/Lender Name: _____ Street Address: _____ City: _____ State: _____ Zip: _____ Contact Person: _____ Phone: _____ Ext: _____ <b>Please attach the following documentation with your application: Incomplete applications will not be considered.</b> <ol style="list-style-type: none"> <li>1. Proof of ownership (copy of deed or title).</li> <li>2. Verification of Home Owners Insurance.</li> <li>3. Copy of credit report (official credit report or any free credit report such as Credit Karma)</li> <li>4. Must fill out monthly basic living expense worksheet and attach applicable documentation.</li> <li>5. Verification of income for last sixty (60) days at the time of application submission.</li> </ol>



# HRL MONTHLY BASIC LIVING EXPENSES

<b>MONTHLY HOUSING EXPENSES</b>	
<b>*Attach supporting documentation</b>	
Mortgage/Rent	
Property Taxes	
Home Owners Insurance	
Mortgage Insurance (PMI)	
HOA Fees	
<b>TOTAL</b>	
<b>MONTHLY FIXED DEBT</b>	
<b>*Attach supporting documentation</b>	
Car Payment 1	
Car Payment 2	
Car Payment 3	
Credit Card 1	
Credit Card 2	
Credit Card 3	
Credit Card 4	
Bank Loan	
Other Loan	
Other Loan	
Other Loan	
Child Support/Alimony	
<b>TOTAL</b>	
<b>MONTHLY INCOME</b>	
<b>*Attach supporting documentation</b>	
Gross Income 1	
Gross Income 2	
Gross Per Capita 1	
Gross Per Capita 2	
Social Security	
Pension Benefits	
Veterans Benefits	
Retirement	
Child Support/Alimony	
<b>TOTAL</b>	

<b>Monthly Variable</b>	
Gas/Heat	
Electricity	
Water/Sewer	
Garbage	
Home Phone	
Cell Phone	
Car Insurance	
Health Insurance	
Additional Insurance	
Groceries	
Eating Out	
Long Distance	
House Maintenance	
Gasoline	
Car Maintenance	
School Supplies	
Clothes	
Gifts	
Cable	
Internet	
Entertainment	
Pets	
Cigarettes	
Child Care	
Laundry	
Travel	
Casino	
Contributions	
School Lunch	
Pow-Wow	
<b>TOTAL</b>	

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 of 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
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**HOME REPAIR LOAN PROGRAM  
IRREVOCABLE CONSENT FOR CLAIM AGAINST PER CAPITA**

WHEREAS, I \_\_\_\_\_ am an enrolled Tribal Member of the Ho-Chunk Nation entitled to receipt of Per Capita Disbursements pursuant to the Nation's *Per Capita Distribution Ordinance* in accordance with Section 11(b)(3) of the Indian Gaming Regulatory Act, 25 U.S.C. Section 2710(b)(3); and,

WHEREAS, the Ho-Chunk Nation has adopted the *Claims Against Per Capita Ordinance* for matters inclusive of debts owed to the Nation, at Section 103(a); and,

WHEREAS, the Department of Housing, a part of the Nation, has loaned me monies in the amount up to \$ 25,000.00 in the form of a Home Repair Loan; with consecutive monthly payments of \$ TBD, inclusive of the administrative fee; and,

WHEREAS, I AGREE that it is my personal obligation to repay the monies due the Department of Housing/ the Nation;

I HEREBY CONSENT to the filing of an administrative Claim Against Per Capita of my next (or) next and all future distribution(s) in the event that I become more than sixty (60) days delinquent in my payment obligation and shall continue until said arrearage is paid in full; and,

RECOGNIZE that such claim will become effective 20 days prior to the next scheduled distribution following the date of this Consent with further notice from the Department of Housing; and,

FURTHER RECOGNIZE that should I fall into greater arrears in my Home Repair Loan obligations, the Nation has the right to enforce recovery by any and all legal means available inclusive of foreclosure.

ANY MONIES remaining in my per capita distribution after this and all other legitimate claims against my per capita distribution shall be mailed directly to me at the address I provide to the Enrollment Department.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
TRIBAL MEMBER/MORTGAGOR

\_\_\_\_\_  
Department of Housing Representative

\_\_\_\_\_  
Tribal ID# / Date of Birth / HPW Acct #

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AS A RESULT OF AN AMOUNT DUE THE HO-CHUNK NATION HOME REPAIR LOAN PROGRAM BY THE TRIBAL MEMBER IDENTIFIED ABOVE, A CLAIM IN THE AMOUNT OF \$ \_\_\_\_\_ AGAINST PER CAPITA DISTRIBUTION ON \_\_\_\_\_ ONLY (OR) AND CONTINUING UNTIL NOTICED TO CEASE, IS HEREBY IMPOSED. (Cross out inapplicable term)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT OF HOUSING REPRESENTATIVE

\_\_\_\_\_  
PRINT NAME



## HO-CHUNK NATION

### AUTHORIZATION FOR RELEASE OF INFORMATION

\_\_\_\_\_  
Name

\_\_\_\_\_  
Maiden Name (if applicable)

\_\_\_\_\_  
Social Security No.

\_\_\_\_\_  
Tribal Identification No.

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Tribal Affiliation

\_\_\_\_\_  
Street Address with City, State, and Zip Code

\_\_\_\_\_  
Mailing Address if different from Street Address

I, the undersigned, authorize any Ho-Chunk Nation program agent to obtain any information necessary to process my application for assistance from their program. This information may be exchanged with, released to, and obtained from the following sources; Programs of the Ho-Chunk Nation, Federal, State, and Local governments, Financial Institutions, current and/or prior landlords; any of their agencies and agents/representatives.

I understand that this Authorization for Release of Information is voluntary. I understand that I may revoke the Authorization for Release of Information at any time by notification in writing, but if I do, it will not have any effect on any actions took before receiving the revoke notification.

This Authorization for Release of Information is valid for fifteen (15) months from the date of the applicant's signature. This Authorization for Release of Information is valid if photocopied and does not have to have an original signature.

\_\_\_\_\_  
Signature of Applicant/Applicant's Representative

\_\_\_\_\_  
Representative's Authority

\_\_\_\_\_  
Print Name of Applicant/Applicant's Representative

\_\_\_\_\_  
Today's Date