



Kaw Housing Authority Rehabilitation Program Policy

The Housing Rehabilitation Program of the Kaw Housing Authority provides emergency, rehabilitation, and housing accessibility repairs to qualifying home owners throughout the Kaw Housing Authority jurisdictional area. This area includes, Newkirk, Ponca City, Blackwell, Bristow and Kaw City. This program is for Kaw Tribal members only. Priority will be given to elders age 62 or older and to disabled families. They must meet program income guidelines. Program participants must sign a Useful Life agreement which will place a lien on the home requiring repayment if the home is sold. The length of the lien is based on the useful life, which is based on the amount of funds invested in the home. Homes under the management of the Kaw Housing Authority will not be eligible for the program.

Documents required to apply for the Housing Rehabilitation Program include:

- Rehabilitation Program Application Completed
- Tribal Membership card for each household member
- Social Security Card for each household member
- Driver's License or valid photo identification for all household members applicable
- Property Deed and/or Lease Agreement recorded with County Clerk's Office, BIA approved lease, or Right of Entry consent if located on Tribal Restricted or Tribal Trust Land
- Property Tax Statement or receipt from the County Treasurer's Office for the current year
- Homeowner's Insurance Verification – coverage summary stating amount of dwelling coverage, effective date and expiration date
- Mobile Home Title – title must be in applicant's name
- Income Verification for each household member applicable. SSA, SSI, State Aid, VA, TANF, Child Support, Unemployment Benefits, Employment Wages etc. If self-employed a current income tax return including schedule C, E, and/or F, type and name of business
- Bank Statements of all bank accounts for the past three months, minimum if requested by Kaw Housing Authority
- An Award letter from Social Security, Veteran's Administration is required for disability verification and priority status
- Must provide 3 estimates for the work needed.

APPLICANT IS RESPONSIBLE FOR PROVIDING ALL DOCUMENTATION NECESSARY TO COMPLETE THE APPLICATION PROCESS.

Housing Rehabilitation Program Application

The Kaw Housing Authority Rehabilitation Program is designed to provide rehabilitation services for privately owned homes for low-income Kaw Tribal Members who reside within the Kaw Housing Authority jurisdiction area. This program will pay up to \$8,000 per lifetime, as long as the funding is available. One application will be accepted for all rehab services per home. This program is for Kaw Tribal Members only.

Eligibility Requirements include:

- Household income must be at or below 80% of the national median income guideline
- Applicant must be the owner/occupant of the home
- The home must be the family's primary residence
- The applicant must maintain adequate homeowner's insurance coverage
- Criminal Background checks will be conducted on all household members 18 years of age and older
- Other eligibility requirements will apply according to the KHA Rehabilitation Program Policy

The following items are required for the application process:

- Verification of Kaw Tribal Citizenship (CDIB)
- Copies of Social Security Card(s) for each household member
- Copies of Driver's License or photo identification card for Head of Household and Spouse
- Copies of Warranty Deed
- Verification of All Income, Child Support, Unemployment Benefits, Disability, SSI, Social Security, TANF, VA or any other form of fixed income, provide award letter
- For self-employed applicants, must provide current income tax return including schedule C, E, and/or F type and name of business
- Copy of Homeowner's Insurance Verification – coverage summary stating amount of dwelling coverage, effective date and expiration date
- Property Deed and/or Lease Agreement recorded with the County Clerk's Office, BIA approved lease, or Right of Entry consent if located on Tribal Restricted or Tribal Trust Land
- All applications will be date stamped upon received
- Must provide 3 estimates for the work needed

APPLICANT IS RESPONSIBLE FOR PROVIDING ALL DOCUMENTATION NECESSARY TO COMPLETE THE APPLICATION PROCESS.

Housing Rehabilitation Application

(Complete in Black or Blue Ink Only – No Pencil/No White Out)

Name		Date	
Mailing Address	City	State	Zip Code
Home Phone/Cell		Work Phone	
County			
Emergency Contact Name		Phone	
Directions to home/address:			

Household Composition:

Full Name(s) of all Household Members Last, First, Middle	Realtion to Head	Sex M/F	Date of Birth	Native American Y / N	Tribe	Social Securty# Required
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Are there family members temporarily absent? ___ Yes ___ No If so, whom: _____

Where are they residing? _____

When are they expected to return? _____

Total Household Income:

Household Member	Employer/Type Income	Gross Wage Weekly Bi-Weekly/Semi/Monthly	Other Income
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Housing Status: (Check all that apply) ___ 65 or older ___ Disabled

Is the head of household or spouse currently receiving disability benefits from the Social Security Administration or the Veteran's Administration? ☐ Yes ☐ No

Do you currently own your home? ☐ Yes ☐ No

Type of Dwelling: ☐ Frame Home ☐ Mobile Home

Number of Bedrooms: Year Built:

Do you have homeowner's insurance? ☐ Yes ☐ No Insurance Company:

Land Status: ☐ Fee Simple ☐ Restricted ☐ Trust

Purchase Price:

Have you or any other person named on the application as intending to reside in the unit, ever been convicted of using, dealing, manufacturing illegal drugs, or violent criminal activity?

If yes, please explain:

Types of Housing Rehab Services Available

(Check the type of Assistance Needed)

☐ **Emergency** – Emergency home repairs are intended to protect, repair, or restore components of a home when there is an apparent threat to the life, health or safety of the occupants. **Emergency applications will only be accepted when completed with a Kaw Housing Authority employee.**

☐ **Housing Accessibility** – Provides accessibility ramps, structural modifications, structural assistive devices, roof & electrical repairs or other items needed to allow individuals better mobility and use of their home.

☐ **Housing Rehab** – Major repairs that include health and safety items, such as: water, septic/sewer, electrical, plumbing, roof, heat & air, energy conservation, termite treatment, and/or floor covering to prevent a safety/tripping hazard, etc; bathroom remodels, kitchen remodel & mold remediation.

☐ **Weatherization** – Assistance to repair, restore or winterize a property in order to alleviate weather concerns.

☐ **Driveway Repair** – Program provides improved access to driveways or sidewalks for health and safety purposes or for medical necessity.

Previous Participation

Have you or any member of the household ever received housing services from another Tribe / Tribal Housing Authority, Public Housing Authority, or Kaw Housing Authority? ☐ Yes ☐ No

Do you or spouse have any relative(s) presently working for Kaw Housing Authority, or holding office within Kaw Nation? ☐ Yes ☐ No If yes, give the name(s) of relative(s), relation and whom employed by.

Upon completion of this application, return it to Kaw Housing Authority for approval/denial.

**Kaw Housing Authority
P.O. Box 371 / #9 Kanza Ln
Newkirk, OK 74647**

PLEASE READ BEFORE SIGNING APPLICATION PACKET. IN ORDER TO RECEIVE SERVICES, YOU MUST QUALIFY BY MEETING ELIGIBILITY REQUIREMENTS AND PROGRAM FUNDING MUST BE AVAILABLE.

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

Applicant Certification

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

I hereby authorize the release of account information to and from other financial institutions I have supplied to Kaw Housing Authority in connection with such evaluation. I understand the processing of this application will require providing my information to the Kaw Housing Authority.

Consent: I consent to allow the Kaw Housing Authority to request and obtain income information from the sources listed on this form for the purpose of verifying my eligibility and level of benefits under HUD/KHA assisted housing programs. I understand that income information under this consent form cannot use it to deny, reduce or terminate assistance without first independently verifying what the amount was, whether I actually had access to the funds and when the funds were received. In addition, I must be given an opportunity to contest those determinations.

Signature of Head of Household

Date

Social Security

Signature of Spouse

Date

Social Security

PRIVACY ACT NOTICE: This information is to be used by the agency collecting it or its assignees in determining whether you qualify as a prospective participant or borrower under the agency's program(s). It will not be disclosed outside this agency except as required and permitted by law. You do not have to provide this information, but if you do not, your application for approval as a prospective participant or borrower may be delayed or rejected, the information requested in this form is authorized by TITLE 38, USC, Chapter 37 (if VA by 12 USC, Section 1701 BT.SEQ; (if USDA/FmHA)



**KAW HOUSING AUTHORITY
USEFUL LIFE POLICY**

ORIGINAL

**ADOPTED BY RESOLUTION #
2017-04**

DATED: 02/21/2017

**KAW HOUSING AUTHORITY
USEFUL LIFE POLICY**

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KAW HOUSING AUTHORITY USEFUL LIFE POLICY

I. PURPOSE

The purpose of the Kaw Housing Authority's Useful Life & Binding Commitments Affordability Period is to ensure availability of affordable housing units and housing related programs for low income Native Americans.

The Kaw Housing Authority Useful Life & Binding Commitments Affordability Guidelines shall comply with all applicable regulations of the Native American Housing Assistance and Self-Determination Act of 1996 (NAHASDA), 25 U.S.C. §4101 *et. seq.*, as amended, along with other applicable rules and regulations. The Kaw Housing Authority's Executive Director with the approval of the Board of Commissioners shall be responsible for periodically amending this policy to comply with any applicable laws or regulations.

The Kaw Housing Authority is the recipient of certain funds made available to it by the Department of the Interior, Housing and Urban Development, (HUD), Office of Native American Programs, (ONAP), more commonly known as Indian Housing Block Grant (IHBG) pursuant to the applicable provisions of NAHASDA

II. POLICY

A. PROGRAM DESCRIPTION

Section 205(a)(2) of NAHASDA requires housing units to remain affordable for the remaining useful life of property, (as determined by the Secretary), or such other period that the Secretary determines is the longest feasible period of time consistent with sound economics and the purpose of the Act.

The act also requires that affordability be secured through "Acceptable Binding Commitments," Section 205 (a)(2) further requires "binding commitments" satisfactory to the Secretary be in place to ensure that the housing unit will remain affordable for its "useful life". These requirements apply to grants and loans to purchase, construct or rehabilitate a residence.

B. ACCEPTABLE BINDING COMMITMENTS

There must be a valid written agreement between the IHBG recipient (Kaw Housing Authority) and the individual or family being assisted with IHBG funds. The agreement contains the following factors.

1. The agreement shall specify the period of affordability required by the Kaw Housing Authority, pursuant to said applicable statutes and/or rules and regulations, and said

agreement must be an enforceable, binding contract between the Kaw Housing Authority and the homeowner/purchaser/occupant, etc..

2. Provisions of said agreements must be enforceable pursuant to State Statutes where the real property for which IHBG funds are being used is located and shall be of a sufficient nature as to constitute a valid lien, deed restriction, covenant running with the land, or other mechanism approved by HUD.
3. Useful Life restrictions may terminate upon foreclosure by a lender or transfer in lieu of foreclosure by a lender and/or death.
4. An Agreement substantially in the same form as attached hereto and incorporated herein as Appendix I shall be used to memorialize said Useful Life Restriction Agreements.

C. AFFORDABILITY PERIOD

IHBG funds invested in a unit through development or rehabilitation (including acquisition and down- payment assistance) have a certain period of time the property must remain available to low- income Native American families. The Affordability Period is the period of time a unit must remain available only to low-income Native American persons or families. This is also considered the "useful life" of a property.

D. AFFORDABILITY PERIOD DTERMINATION

The affordability period has been determined by the Kaw to reflect a period of time that is the longest feasible period consistent with sound economics and the purposes of NAHASDA. The following schedule shall be used which specifics a number of years during which the housing must remain affordable, dependent upon the amount of IHBG funds being invested in the property per occurrence.

IHBG FUNDS INVESTED

All programs up to \$8,000

AFFORDABILITY PERIOD

6 months

E. USEFUL LIFE REPORTING

Useful Life is reported to HUD by the Kaw Housing Authority, in its IHP (Indian Housing Plan) in Section E – Other submissions, (1) Useful Life. A record of the current, specific useful life for each individual property unit assisted with IHBG funds is maintained in the recipients' files.

The record consists of a spreadsheet with the following data per unit:

1. Property Address
2. Owners Name
3. IHBG funds spent

4. Affordability period Assigned
5. Date assisted
6. Form of binding Commitment

F. PROPERTIES AND TYPES OF ASSISTANCE

All housing activities assisted with IHBG funds must have a Useful Life Determination.

This includes:

1. Rehabilitation
2. Down payment / Closing assistance
3. New Construction

The initial homebuyer and any subsequent homebuyer or owner that purchases the property during the period of its "useful life" need only qualify as low-income at the time of their purchase. Low-income owner/occupants of privately owned housing that receive IHBG assistance, whether in the form of a loan or grant, for rehab need only be low-income at the time of approval for program assistance.

A binding agreement between the Kaw Housing Authority and the individual/family, receiving said IHBG funds from the Kaw Housing Authority shall be entered into and said agreement shall guarantee an appropriate useful life period for the dwelling/unit affected and provide for lawful remedies for any breach of the provisions of said agreement upon transfer of ownership during the assigned "useful life," period.

This "Useful Life" policy does not apply to the Section 184 Home Loan Guarantee Program unless IHBG funds are involved in the purchase of the property.

The residence that is the subject matter of the assistance provided by the Housing Authority with IHBG funds, shall be the primary residence of the Applicant.

APPENDIX "I"

KAW HOUSING AUTHORITY USEFUL LIFE AGREEMENT

NATIVE AMERICAN HOUSING ASSISTANCE AND SELF-DETERMINATION ACT USEFUL LIFE / USE RESTRICTON

THE FOLLOWING REAL PROPERTY (HEREINAFTER THE PROPERTY) IS HEREBY MADE SUBJECT TO A LIEN AND COVENANT RUNNING WITH THE LAND:

Address: Enter Address

Located at: Enter City, State, Zip

Legal Description: Enter Legal Description.

This Native American Useful Life Restriction, is a convent running with the land (hereinafter the **land restriction**), dated this Enter day of Enter month, Enter Year, for \$10.00 and other good and valuable consideration, is hereby declared, covenanted, conveyed, and made by Enter Homeowner(s) name (and spouse) (hereinafter **Owner/Grantor** whether one or more) who is/are the owner(s) of the Property, and The Housing Authority of the Kaw Tribe of Indians of Oklahoma, a tribally designated housing entity (hereinafter **TDHE/Grantee**). Said restriction upon the real property is imposed because Indian Housing Block Grant (IHBG) funds to benefit the property have been granted or loaned by the TDHE/Grantee, to assist or facilitate Low-income Indian Housing on behalf of Owner/Grantor and pursuant to 24 CFR §§1000.141-1000.146.

1.0 RESTRICTIONS

1.1 Use Restrictions. The property shall be used only for residential purposes and residential occupancy by the individuals or families who are either (i) members of, or headed by a member of a federally recognized tribe or an eligible State recognized tribe who are low-income or (ii) a surviving non-tribal spouse (s) or child (ren) of such a person who shared in the occupancy of that property at the time of death of such person. The property shall be the primary residence of the Applicant. The terms "federally recognized tribe" "State recognized tribe" and "Low-income" are as defined in the Native American Assistance and Determination Act (hereinafter **NAHASDA**), 25 U.S.C 4101, et seq.

1.2 Restricting Owner and Subsequent Owners. All of the rights, restrictions and agreements in the Land Restriction shall be deemed to be covenant running with the land and a deed restriction placed on the Property and owner, binding and enforceable against the Owner and the other subsequent owners of the Property. The transfer of a homeownership unit to a family member or household member is not subject to a binding commitment for the remaining useful life of the property. Any subsequent transfer by the family member or household member to a third party (not a family member or household member) is subject to any remaining useful life under a binding commitment. Pursuant to 24 CFR §1000.146.

1.3 Covenant Running With the Land. The owner declares and covenants on behalf of his/her/their self that this Land Restriction and all accompanying enforcement rights run with the land.

1.4 Term. This Land Restriction, including all of its rights, restriction, covenants and agreements shall expire **Enter term length** from the date of this Land Restriction agreement (hereinafter the **Term**).

2.0 ENFORCEMENT

2.1 Right to Enforce. The TDHE/Grantee has all rights and remedies necessary to enforce the use restrictions contained in this Land Restriction. This includes, but not limited enforcing compliance with the low-income and members of a federally recognized tribe use restrictions, invalidating any conveyance which violates the terms of this Land Restriction and levying upon the property to recover in full the money expended, advanced or loaned either on the Property or to the owner by the TDHE/Grantee under its low-income Native American Housing Programs.

2.2 Recovery of Amounts contributed by the TDHE/Grantee. The TDHE/Grantee has contributed through loan(s) or grant(s) the sum of (**\$Enter dollar amount**) to the Owner of Property and all shall be entitled to recover some or all of this amount as follows:

(a) If the Property consists of a single family unit, the TDHE/Grantee shall be entitled to recover the following declining amounts for any violation of the Land Restriction agreement for the duration of this Land Restriction:

The amount will be prorated for the remaining Affordability Period until expiration of the term.

(b) If the property is not a single family unit, the TDHE/Grantee shall recover the full amount contributed for any violation of the Land Restriction agreement during of this Land Restriction.

2.3 Rights to Recover Other Costs by the TDHE/Grantee. The Owner, his/her/their heirs, devisees, legatees, and assigns, as well as all subsequent owners of the Property, shall also be liable to the TDHE/Grantee for any and all reasonable attorney fees, costs, and court expenses that the TDHE/Grantee incurs in any enforcement action it takes under this Land Restrictions agreement.

3.0 NOTICE OF PENDING SALE RENTAL OR CONVEYANCE

3.1 Notice. The owner and any subsequent owner of the property, is obligated to notify the TDHE/Grantee in writing, delivery of which shall be evidenced with a written receipt, at the following address: #9 Kanza Ln, Newkirk, Oklahoma, they intend to change occupancy, lease, sell, or convey the Property. This Notice shall be given no less than sixty-(60) days prior to the Owner binding itself to such action(s).

3.2 Confirmation of Compliance with Land Restrictions. After receipt of Notice the Owner/Grantor must provide any and all information it has and that the TDHE/Grantee requests and deems necessary to ascertain that Property shall remain in compliance with this Land Restriction agreement.

3.3 Assistance in Conveying to Low-Income Native Americans. The TDHE/Grantee may offer to assist the Owner and subsequent owners in finding the individual eligible under this Land Restriction agreement to occupy, rent, lease, purchase, or obtain title to property.

3.4 Delivery of Notice Has No Effect on Land Restriction. The Notice is for information purposes only. Any TDHE/Grantee inactions or actions taken pursuant to such Notice do not constitute

IN WITNESS WHEREOF, I hereunto set my official signature and affixed my notarial seal the day and year last above written.

Notary Public

Commission No. _____

My Commission expires:

[SEAL]