



## Suquamish Housing Program

### Homeowner Maintenance Assistance

#### Applicant Checklist

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Submit the following items with your completed application. Failure to provide necessary copies will delay the process of application. An application date is assigned when all information is provided; please check the boxes on all that have been enclosed with this application.

Application items required for Improvement and Repairs

- Application Certification
- Enrollment verification – copy of tribal ID
- Release of Information
- Promissory Note

Contractor, Business or Service Provider for Improvement or Repairs

- Information regarding the contractor, person or business that will be completing the work
- Detailed description of work that needs to be done or items that need to be purchased
- Total cost estimate of the project (require 2 estimates)
- Contractor License
- License, Bond, Insurance of Contractor
- W9 for Contractor
- Photos of current items to be repaired, or improved



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#### APPLICANT INFORMATION

Name: \_\_\_\_\_  
(Last) (First) (Middle Initial) (Maiden Name if Applicable)

Current Address: \_\_\_\_\_  
(Street) (P.O. Box if Any)

\_\_\_\_\_  
(City) (State) (ZIP Code)

Telephone Number: Home: (\_\_\_\_) \_\_\_\_\_ Work: (\_\_\_\_) \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security Number: \_\_\_\_-\_\_\_\_-\_\_\_\_  
(Day/Month/Year)

Marital Status: Married  Single  Widowed  Divorced

I am an enrolled Suquamish: YES  NO  Enrollment Number: \_\_\_\_\_

#### SPOUSE INFORMATION

Name: \_\_\_\_\_  
(Last) (First) (Middle Initial) (Maiden Name if Applicable)

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_ Social Security Number: \_\_\_\_-\_\_\_\_-\_\_\_\_  
(Day/Month/Year)

He/She/They is/are an enrolled Suquamish: YES  NO  Enrollment Number: \_\_\_\_\_

#### HOUSING INFORMATION:

Type of Home: Conventional  Double Wide Mobile Home  Single Mobile Home

List Square Footage: \_\_\_\_\_

Number of Bedrooms: One  Two  Three  Four  Five  More than five

Number of Bathrooms: One  Two  Three

Location of Lot/ home to be built/placed/ repaired on: \_\_\_\_\_

Certification of NO Lead base Paint? YES  NO

Existing Home: Certification of Housing Quality? YES  NO



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Environmental Compliance Met? YES  NO

Flood Plain Compliance Met? YES  NO

Is this lot on INDIVIDUALTRUST LAND? YES  NO

    If YES, do you have a single ownership deed? YES  NO

Is this lot on TRIBALTRUST LAND? YES  NO

    If YES, do you have a lease? YES  NO

Is this lot on FEE SIMPLE (County) LAND? YES  NO

    If YES, do you have a deed? YES  NO

*If you answered YES to any above, please provide a copy along with your application.*

### CONTRACTOR OR BUSINESS INFORMATION:

Contractor or Business: \_\_\_\_\_

Contractor or Business address: \_\_\_\_\_

Contractor or Business phone number: \_\_\_\_\_

Contractor or Business ID # or SS #: \_\_\_\_\_

Cost estimate of Project: \_\_\_\_\_

### GENERAL INFORMATION:

Have you ever received Homeowner Assistance from Tribe before? YES  NO

Are you current on all obligations to the Suquamish Housing Program? YES  NO

If No, Please annotate which program and amount of obligation \_\_\_\_\_

How much are you requesting in grant funds? \$ \_\_\_\_\_



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**Homeowner Maintenance Assistance**

**Improvement or Repairs**

**DESCRIPTION OF PROJECT BEING COMPLETED AND/OR ITEMS THAT NEED TO BE PURCHASED**  
(Please attach all written estimates of work to be completed and/or proof of items/equipment to be bought):

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**NOTE : Please review the checklist to make sure all items are included In the packet. If all items are not included the application will be incomplete and will not be considered.**



**Suquamish Housing Program**

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**Release Authorization**

I, authorize the Suquamish Housing Program to contact my service providers and further authorize the Suquamish Housing Program to obtain any and all information in order to:

To verify estimate, quotes, contract agreement, and payment arrangement with service providers, contractors, and sub-contractors as part of my Homeowner Maintenance Application, this authorization is valid for two years following the date of my signature.

Print Name Clearly \_\_\_\_\_

X \_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

Print Name Clearly \_\_\_\_\_

X \_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



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### Applicant(s) Certification Form

I hereby swear and attest that all of the information provided on this application is true and correct. I understand that this is not a contract and does not bind either party. If any information is found to be false or misleading, I understand that I will be disqualified from the program or other legal or administrative actions may be taken against me.

#### Giving True and Complete Information

I certify that all the information provided is accurate and complete to the best of my knowledge.

#### Reporting on Prior Housing Assistance

I certify that I have disclosed where I received any previous tribal or federal housing assistance and whether or not any money is owed to any housing agency or to the Tribe. I certify that I/we did not commit any fraud, knowingly misrepresent any information, or vacate the unit in violation of the lease in any previous federal assistance.

#### Funds Acknowledgement

I acknowledge all funds will be given directly to the contractor, person, or entity providing the maintenance service or the vendor selling the items or equipment for my maintenance project. These funds will be used exclusively for the project I have described and any additional or leftover amounts will be returned to the SHP.

#### Cooperation

I know that I am required to cooperate in supplying all information needed to determine my eligibility. I understand failure or refusal to do so may result in delays or termination of this application for eligibility determination.

#### Criminal and Administrative Actions for False Information

I understand that knowingly supplying false, incomplete or inaccurate information is punishable under applicable laws and is grounds for termination from this program.

#### Documentation

The Tribe or housing authority will determine eligibility for this loan/grant program when my application is complete. All documentation and information required must be completed and returned with my application form. I understand that funds will be expended on a *“first come, first served”* basis.

#### Signature and Date of All Household Adults

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_



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#### PROMISSORY NOTE

**FOR FUNDS RECEIVED**, the undersigned, \_\_\_\_\_ (hereinafter referred to as "Grantee") whose current mailing address is \_\_\_\_\_ promises to pay to the order of **Suquamish Housing Program, Department of Community Development, Suquamish Tribe at P.O. Box 498 Suquamish WA 98392** the total sum of \$ \_\_\_\_\_ which sum shall be paid in lawful money of the United States of America. The original grant amount will be forgiven in increments on the anniversary of this Promissory Note, as set forth below:

1. Before 5 years since the date of purchase 80% of the original grant amount shall be due and payable;
2. After 5 years, but before 10 years, 60% of the original grant amount shall be due and payable;
3. If proceeds from a home sale are used to purchase a new primary residence, Grantee does not have to pay back any of the original grant amount back;
4. After 10 years from date of purchase, Grantee's obligations pursuant to this promissory note are forgiven.

Each and every party to this instrument, either as Grantee, Endorser, Surety, or otherwise, hereby assents to any extension or postponement of the time of payment or any other indulgence granted or permitted by the holder.

The original loan amount will be due and payable immediately following the dates the loan is dispersed. The loan shall be repaid at the rate of \$ \_\_\_\_\_ per month. Payment shall not exceed four (5) years.

In the event of any default of this agreement, the principal sum remaining unpaid shall forthwith become due and payable at the election of the holder of this note. Failure to exercise such option shall not waive the right to exercise it upon any continuing or subsequent default. The undersigned agree to pay all cost and expenses, including attorney's fees, incurred by the holder of this note in any suit instituted upon this note.

In the event of default, the Homeowner will not be eligible for further grants or loans from the DPA/HMA Program and the Tribe may take further steps to achieve repayment of the loan.

The Suquamish Tribe will retain, at its' offices or at any other location it deems reasonable and prudent, the original promissory note naming \_\_\_\_\_ as promisee. Upon fulfillment of this promissory note, in accordance with its terms and conditions, this note will be canceled and the canceled original note will be delivered to the promisor.

The Grantee and each endorser of this note jointly and severally waive diligence, presentment, protest, demand, and notice of protest, dishonor, and non-payment of note, without affecting the liability of said Grantee or endorser. The Grantee and each endorser, guarantor and surety of this note jointly and severally waive the right to plead any statute of limitation as a defense in collection of this note or foreclosure of any instrument securing this note.

This document signed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Grantee's Signature

\_\_\_\_\_  
Grantee's Signature

\_\_\_\_\_  
Address Phone

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_



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#### APPLICANT CERTIFICATION:

I, certify that all the answers given are true, complete and correct to the best of my knowledge and belief, and they are made in good faith. This certification is made with the knowledge that the information will be used to determine eligibility to received financial assistance, and that false or misleading statements may constitute a violation of applicable tribal and/or federal laws.

Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Spouse's Signature (if appropriate): \_\_\_\_\_ Date: \_\_\_\_\_

Application rec'd _____ <small>(Date)</small>	Application received by: _____ <small>(Housing Program Staff Signature)</small>
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#### FOR OFFICE USE ONLY

GRANT

Not received HMA

Received HMA in the amount of \$ \_\_\_\_\_ Last date received \_\_\_\_\_

#### NOTES:





## Suquamish Housing Program

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#### Suquamish Tribal Housing Assistance Program Guidelines

##### **Section 1**     Purpose.

The Suquamish Tribal Housing Assistance Program is enacted to provide assistance to all eligible Tribal Members so that they may have safe and affordable housing that meets the physical, social and cultural needs of the individual or household. The programs authorized herein seeks to provide for home repair and improvements and home ownership assistance.

##### **Section 2**     Findings.

The Suquamish Tribal Council finds:

A. that one of the purposes for which the Tribe formally organized under the Indian Reorganization Act was to rehabilitate the economic, educational and social conditions for Tribal Members so that each Member would have the opportunity to become self-supporting;

B. that due to past federal and state policies which undermined the economic, educational and social well-being of our individual Tribal Members and the inability of the Tribe to provide for the general welfare of its Members in the past, our Members have not attained the economic security and self-sufficiency to which all people are entitled;

C. that although the standard of living has improved since the implementation of many federal and state programs to assist our Members, there remains a significant unmet need; and

D. that the Tribe can help individual Members overcome one of the greatest barriers to economic security and self-sufficiency - inadequate and unsafe housing - through the development of a comprehensive Tribal housing assistance program that supplements housing programs available through the federal or state governments and that provides assistance to Tribal Members who might not qualify for other governmental housing programs.

##### **Section 3**     Definitions.

For purposes of these Program Guidelines, unless expressly provided otherwise, the term -"Applicant" means an enrolled member of the Suquamish Tribe, 18 years of age or older, who applies for assistance pursuant to these Program Guidelines.

"Cost Effective" means the cost of the project is within the cost limits for the category of assistance and adds sufficient years of service to the home to satisfy the applicant's housing needs well into the future.

"Elder" means any member of the Tribe who is 55 years of age or older.



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### Homeowner Maintenance Assistance

“Eligible Applicant” means those Applicants, and their permanent household members, who meet the eligibility requirements of these Guidelines, this term does not include Applicants who are currently residing in unconveyed MHOA homes or rentals;

“Enrolled Member” means an individual who is a member of the Suquamish Tribe, as established under applicable enrollment criteria;

“Primary Residence” – means the home where an individual inhabits and uses the majority of the time.

“Safe Housing” means a dwelling in a condition that is decent, safe and sanitary and one for which: (1) all applicable tribal, county, state or national codes and appropriate building standards for the Reservation are complied with; (2) the heating system has the capacity to maintain a minimum temperature of 70 degrees in the dwelling during the coldest weather in the area and can be operated in a safe manner; (3) the plumbing system includes a properly installed system of piping and fixtures; (4) the electrical system includes wiring and equipment properly installed to safely supply electrical energy for lighting and the operation of appliances; and (5) the number of occupants is appropriate.

“Tribal Council” means the Suquamish Tribal Council, the governing body of the Suquamish Tribe of the port Madison Indian Reservation.

“Tribe” or “Tribal” means the Suquamish Tribe.

#### Section 4 Eligibility.

Eligibility for assistance is limited to enrolled Tribal members owns their home and it is their primary residence located within the boundaries of Kitsap Peninsula; **All of Kitsap County, Gig Harbor, and Belfair.**





## Suquamish Housing Program

### Homeowner Maintenance Assistance

#### Section 5 Description of Program and Service

1. An Eligible Applicant may qualify for a grant of assistance to repair and/or renovate his or her home to make the home safe and in compliance with the version of the Uniform Building Code in effect at the time the repairs are requested if:
  - a. it is Cost Effective to repair and renovate the home;
  - b. the Eligible Applicant owns and lives in the home for which repairs or renovations are requested and has proof of legal right to occupy and use the land upon which the home is situated for at least 10 years from the date the Eligible Applicant receives the assistance;
  - c. the repairs and renovations will bring the home up to the applicable building code standards or otherwise bring the home up to a “Safe Housing” standard; and
  
2. Assistance amounts may be granted up to \$30,000 as follows:
  - a. An Eligible Applicant that has never utilized the homeowner maintenance program
  - b. Applicants who received homeowner maintenance or down payment assistance prior to 2021 and utilized the maximum amount of program funds available at that time, may request additional assistance up to a total amount not to exceed \$30,000.
  - c. Eligible Applicants may request additional funding up to the \$30,000 if it has been more than 10 years since the Applicant last utilized the maximum program amount available.
  
3. Applications will be ranked according to the following criteria:
  - a. Tier 1 Emergent Housing Repair (*examples*):
    - Leaking roof and associated water damage
    - Flooding repair
    - Electrical system corrections
    - Ramps needed for elderly or disabled
    - Septic repair/replacement
  
  - b. Tier 2 Safe Housing Renovation (*examples*):
    - Deck Repair, holes, rotting
    - Siding, rotted and leaking
  
  - c. Tier 3 Maintenance (*examples*):
    - Deck Replacement
    - Carpet/ Linoleum Replacement
    - Replace Appliances (washer, dryer, dishwasher, oven, refrigerator)
    - Replace wood stove, pellet stove, gas stove
  
  - d. Tier 4 Improvements (*examples*):



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- Energy efficiency, heat pump, double pane windows
- Upgrading of kitchen, bath
- Interior painting
- Exterior painting
- Generator

#### **B. Priority of Assistance.**

In the event that sufficient funds are not available to meet the requests of all Eligible Applicants, the Suquamish Housing Program will use its discretion to select the grants to be awarded based on the Tiers referenced in Section 5. 3 and the health and welfare of the occupants of the home and the community.

### **Section 6 Program Procedures**

The following procedures will be followed in the administration of the programs provided herein.

#### **A. Confidentiality of Application.**

All information contained in an application will remain confidential; provided that, the contents of the application may be disclosed as necessary during any appeal hearing initiated by the Applicant or pursuant to an appropriate court order. Any person found to have violated the confidentiality of an individual Applicant's eligibility and benefit information will be subject to administrative and/or civil sanctions imposed by the Suquamish Tribe's Personnel Guidelines and/or the Civil Code of the Suquamish Tribe.

#### **B. Completed Application.**

In completing an application for assistance, the Applicant will provide at least the following information:

1. Applicant's name, address, date of birth and social security number;
2. Proof of Suquamish tribal enrollment for the Applicant;
3. Proof of ownership of the home or the land upon which housing assistance will be provided including appropriate deeds, leases, assignments, etc.;
4. Detailed description, including pictures, of the planned home repair, maintenance or improvement project;
5. Name and contact information for the person or business who will be performing the work on the home;
6. Written estimate on the cost to perform the repair, renovation or maintenance; and
7. Total funds requested by Applicant.

#### **C. Determination and Notification of Eligibility.**



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Within a reasonable time of the receipt of a completed application, not to exceed 60 days, the Suquamish Housing Program will notify the Applicant as to the determination of program eligibility and benefit level, if any.

#### **D. Payment of Benefit**

Payment for all assistance provided by the Suquamish Tribal Housing Assistance Program will be made directly to the vendor, contractor, or other supplier of materials, goods, supplies and services. In no event will any payment be made directly to the Eligible Applicant.

### **Section 7 Appeals Process.**

**A.** Any Applicant who is dissatisfied with a decision of the Suquamish Tribal Housing Assistance Program staff concerning eligibility for assistance, the level of benefit approved or the type of service available under these Guidelines, can appeal that decision to the Suquamish Tribal Housing Board.

**B.** The appeal must be made within ten (10) days of receipt of the notice by the applicant. All appeals should be addressed to the Suquamish Housing Board and addressed to the Suquamish Housing Program.

**C.** The Suquamish Housing Board may reverse the staff's decision with respect to eligibility and level of benefit as long as the eligibility and benefit restrictions described herein are not exceeded. If the Applicant requests a service that the Suquamish Tribal Housing Assistance Program is not authorized to provide by these Guidelines, the Applicant can file an appeal with the Board but the Board cannot authorize the service. However, if the service is one that the Board believes would benefit the Tribe and its members, the Board can submit a formal recommendation to the Tribal Council that these Guidelines be amended to include the service requested. If the Tribal Council accepts the recommendation of the Board and amends these Guidelines accordingly, the Applicant may then be eligible to receive this service.

### **Section 8 Additional Program Requirements.**

#### **A. Residency Requirements; Repayment of Assistance Funds.**

1. Residency Requirements. An Eligible Applicant must occupy the home that the program grant assistance was used to help repair as their primary residence for at least five years of receipt of assistance under this Program.

2. Recording Related Documents. The Eligible Applicant must sign a related promissory note that will expire at the end of the repayment period.

3. Allowed Disposition during Repayment Period. Conveyances of the assisted home for estate planning purposes to a living trust in which the Eligible Applicant is a beneficiary or which changes the way Title is held, such as the creation of a life estate or a joint tenancy with right of survivorship, will not require immediate repayment if the Eligible Applicant remains in possession of the home. Conveyances resulting from the death of the Eligible Applicant during the repayment period will not require immediate repayment of the unpaid balance if the Eligible Applicant's spouse remains in possession of the assisted home or the assisted home will devise to the



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benefit of another Tribal Member or to the Eligible Applicant's dependents during the term of the grant. The Eligible Applicant must sign a promissory note agreeing to these terms.

#### **B. Default.**

If an Eligible Applicant defaults on any residency or repayment requirement, the Suquamish Tribal Housing Assistance Program may take appropriate action on the promissory note and lien on the property, including garnishment of any distributions from the Tribe and, in addition, that Applicant will not be eligible for any future assistance from the Suquamish Tribal Housing Assistance Program.

#### **C. Program Contractors.**

Independent repair or construction trades people, home building contractors or construction companies will perform the repairs, renovation or construction of an Eligible Applicant's home. Such contractors must be licensed by the state as well as bonded and insured.

1. Compliance with Laws. All contractors will comply with all applicable Tribal, state or federal laws, including those regarding permits, water and sewage, environmental review and building standards.
2. Inspections. Final payment will be made after final inspection and after all provisions of the contract have been met, including punch list items. Inspections of construction will be made to ensure that it meets minimum construction standards and building codes.
3. Payment to Contractor(s). All payments for services performed pursuant to the contract will be made directly to the Contractor(s), net 30 days. Partial payments will not exceed 90 percent (90%) of the value of the completed work. In no case will funds be paid to the Eligible Applicant.

#### **Section 9      Administration.**

The Suquamish Tribal Housing Assistance Program will administer the programs authorized by these Guidelines and such administration will include developing the application forms, reviewing and processing of said forms and implementing the Program.

#### **A. The Suquamish Tribal Housing Assistance Program will annually:**

1. Collect and analyze information on the number of potentially eligible individuals and households, the type and costs of assistance required by each eligible individual and an estimate of the cost to meet the estimated housing needs for eligible members;
2. Prepare budget requests, justification statements and statement of proposed program priorities for presentation to the Tribal Council at the annual budget hearing; and
3. Develop program descriptions and informational material for distribution to all Tribal members.



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#### **B. No Authority to Waive or Revise Eligibility or Benefit Level Restrictions.**

The Suquamish Tribal Housing Assistance Program is not authorized to nor will it waive or revise the eligibility requirements or benefit level restrictions described in these Guidelines.

#### **Section 10 Authorization of Funds - Conditions for Program Renewal.**

Funding for the programs described herein will be subject to authorization of funds by the Tribal Council and continuing availability of same.

##### **A. Annual Report to Tribal Council.**

The Suquamish Tribal Housing Assistance Program will prepare and submit an annual report within thirty (30) days of the end of the fiscal year. The annual report at a minimum will address:

1. Without disclosing the Tribal member's name, for each Tribal member served:
  - a. date of notification of eligibility;
  - b. description of type of assistance;
  - c. date assistance provided; and
  - d. amount of assistance provided.

2. Recommendations of the Suquamish Tribal Housing Assistance Program for improving services and benefits as well as an estimate of unmet housing needs.

##### **B. Conditions for Program Renewal.**

For each Fiscal Year after FY 2022, the Program authorization will be established after the Director of the Suquamish Department of Community Development submits a budget request and a justification statement that includes an estimate of the number of eligible members and the estimated total annualized cost of assistance for all eligible members. At no time will the assistance levels stated herein be increased unless specifically authorized by the Tribal Council.

#### **Section 11 General Provisions.**

**A. Severability.** In event that any provision of this Title will be found or declared to be invalid, the remaining provisions of these Guidelines will be unaffected thereby, and will remain in full force and effect.

**B. No Entitlement.** The Suquamish Tribal Housing Assistance Program Guidelines do not create any entitlement. Filing a completed application or receiving a determination of eligibility does not create a vested right in the Eligible Applicant, members of the Eligible Applicant's household, their estate or their heirs at law.



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- C. **Internal Audit and Report to Council.** The Suquamish Tribal Housing Assistance Program will provide for the adoption and use of an annual internal audit of the programs authorized by these Guidelines. The results of the annual internal audit, including any recommendations or findings, will be reported to the Tribal Council.
- D. **Amendments.** Amendments to these Guidelines will be completed in accordance with applicable Tribal law.
- E. **Effective Date.** These Guidelines will be effective upon approval by the Tribal Council by Council Resolution and will remain effective until superseded or rescinded by the Tribal Council.
- F. **Sovereign Immunity.** Nothing in these Guidelines is intended to, nor should be interpreted as a waiver of the Tribe's sovereign immunity from unconsented lawsuit, or as authorization for a claim for monetary damages from the Tribe.