

Walker River Housing Department

Home Improvement Loan Program Policy

Policy Statement

The Home Improvement Loan Program Policy for the Walker River Paiute Tribe Housing Department was developed by the Executive Director, Housing Staff and reviewed by the Housing Attorney. It was adopted by the Walker River Paiute Tribal Council by Resolution #WR-52-2019 on 04/23/2019 and goes into effect on June 3, 2019

PURPOSE:

The purpose of the WRHD Home Improvement Loan Program Policy is to serve as a guide for the WRHD in determining eligibility of applicants, standards for services, and conditions of loan agreements. Through this Policy, homebuyers and homeowners have the opportunity to improve their homes or have services performed to their homes. This Policy is meant to provide consistent, equitable, and uniform treatment to applicants; and to provide a basis for decision making by the WRHD.

I. Eligibility Requirements

A. To be eligible for the Program, a person must meet the following requirements:

1. A Homebuyer under WRHD Management OR a Homeowner.
 - a. Homeowners **MUST** provide proof of homeownership (title, deed, court documents, etc.).
 - b. Homebuyers must be current with all duties under their agreements with the WRHD for at least one (1) year prior to applying.
2. A resident of the Walker River Paiute Reservation.
 - a. Must provide two (2) forms of proof of residency (driver license, utility bill, etc.).
 - b. No loan agreements will be approved for services performed outside the exterior boundaries of the Walker River Paiute Reservation. Services approved must be completed within the Reservation on existing units belonging to eligible applicants.
3. Income Eligible. Must meet minimum Income Requirements - see Section II - Income Requirements.

B. A person is ineligible for the Program if:

1. The person owes delinquent balances on any account associated with the Walker River Paiute Tribe (Water/Sewer, Daycare, etc.).
2. The person owes delinquent balances on any account with the Walker River Housing Department (FEMA, lease payments, rental payments, etc.). If the applicant has entered into a previous agreement with the WRHD for any delinquency, and has made all arranged payments for at least one (1) year prior to applying, the WRHD may consider the applicant to be "current" and eligible to apply for this Program. This provision does not apply to previous Payback Agreements addressed in the following subsection.
3. The person has a previous Payback Agreement. All Payback Agreements must be paid in full before entering into the Home Improvement Loan Program Policy.

II. Income Requirements

An applicant must meet the following income requirements:

1. Have an annual income of at least \$20,800.00. The Applicant must provide proof of income with the application (check stubs, Income Verification Form, Bank statement, etc.).
2. Applicant must have a stable income for at least one (1) year prior to applying.

III. Additional Criteria

- A. There may only be one applicant per household.
- B. An applicant cannot apply for services for another person's residence.
- C. If the applicant is renting his/her home:
 1. The applicant must reside within the boundaries of the Walker River Paiute Reservation.
 2. The renter cannot apply for the Home Improvement Loan Program.
 3. The applicant cannot have multiple Loan Agreements. An applicant can only have one (1) agreement, so will only be considered either for the applicant's primary residence or his/her rental unit.
- D. Only one (1) Loan Agreement will be allowed per person. An applicant cannot apply for a new Loan Agreement until an existing Loan Agreement is paid-in-full. However, this criterion may be waived by the WRHD if an emergency need arises and the applicant is in good standing with their current Loan Agreement (see Section V.j. addressing allowable emergency costs).

IV. Allowable Costs

- A. Loans may be obtained for an applicant to improve his/her residence.
- B. The total amount of any loan for improvements will be based only on materials needed for the improvements if WRHD employees will perform any required services. If a contractor must be hired to perform any services, then the applicant will need to pay for the contractor's services, which may be funded through the loan at the discretion of the WRHD Executive Director.
- C. The maximum amount allowed for any Loan Agreement is \$4,000.00.
- D. If the total cost of the proposed project exceeds the maximum (\$4,000) allowed through a Loan Agreement, the applicant must pay the amount exceeding the limit prior to commencement of the work.

V. Allowable Expenditures for Level I Funding

- a. Refrigerator
- b. Cooking Stove
- c. Toilet
- d. Water Heater
- e. Propane Line Replacement
- f. Pellet or Wood Stove
- g. Furnace
- h. Air Conditioner (*considered emergency only during summer months*)
- i. HVAC, Electric, and Plumbing
- j. The Walker River Housing Department may determine unlisted services or materials are needed for an emergency if it affects the well-being, health, safety, or structural integrity of a home.

VI. Unallowable Expenditures

- a. Utilities (propane, heating oil, pellets, wood, electricity, etc.)
- b. Spas
- c. Playgrounds
- d. Electronics
- e. Furniture
- f. ATVs, vehicles
- g. Lawn Mowers
- h. Swimming Pools
- i. Other luxurious items as determined at the sole discretion of the Walker River Housing Department.

VII. Procedures

- A. A person who wishes to obtain a loan shall complete and return a completed application.
 1. The application will be reviewed by the WRHD Executive Director. Upon approval or disapproval, the applicant will be notified by letter through the U.S. Mail. The WRHD may need to inspect the residence to determine the validity of the application and to understand the costs that will be incurred for the work.
 2. An incomplete application will result in the application being returned through the U.S. Mail to the applicant with a statement on the problems with the application. Incomplete application will be rejected and the date the application was received will not be recognized for priority purposes.
 3. The approval of any application will be contingent upon the WRHD having funds available for the project and having staff available to complete the work.
- B. If an application is approved:
 1. The WRHD will schedule an initial inspection of the residence with the applicant.
 2. The WRHD's Procurement Manager will conduct a cost analysis of the materials needed to complete the project (obtaining quotes, following Walker River Paiute Tribe Procurement and Property Management Policy, etc.).
 3. Applicant must acknowledge that additional material may be needed, which will result in the applicant incurring associated additional costs.
 4. The WRHD shall charge an Administration Fee on the applicant. The amount of the Administration fee will be based on the WRHD's cost analysis, and must be paid-in-full by the applicant (see Section VIII. addressing the Administration Fee).
 5. WRHD will meet with applicant to discuss the terms and conditions of the Loan Agreement.
 6. Upon applicant signing Loan Agreement Work Order(s) and Purchase Order(s) will be processed.
 7. WRHD, at its discretion, will complete all work required for the project, but if needed a qualified service provider will complete work (again at the WRHD's discretion). Applicant agrees and understands that all work completed by the WRHD will be accepted "as is" without any warranty.
- C. Upon completion of the work:
 1. The WRHD will schedule an exit inspection with applicant.
 2. The WRHD staff and the applicant will sign off that work is complete.

VIII. Home Improvement Loan Program: Agreement Measures

- A. The following scale will be used to determine minimum monthly payments required for Loan Agreements:

Levels of Funding	Minimum	Maximum	Admin Fee	Minimum Monthly Payment
Level 1	\$0	\$550.00	\$50.00	\$50.00
Level 2	\$551.00	\$2,000.00	\$150.00	\$150.00
Level 3	\$2,001.00	\$4,000.00	\$200.00	\$200.00

- B. The Administration Fee is NON-REFUNDABLE.
 - 1. The Administration Fee must be paid in cash, money order or by debit/credit card.
 - 2. An applicant cannot pay the Administration Fee by payroll deduction.
 - 3. The Administration Fee must be paid in full at the time the applicant signs the Loan Agreement.
- C. Loan payments are due on the 1st day of each month, and considered late on the 10th day of each month.
 - 1. Payments will begin once material for the project is ordered.
 - 2. Payments shall be made at the Walker River Housing Department office located at 1063 Hospital Road, Schurz, NV 89427 or sent my mail to the Walker River Housing Department, P.O. Box 238, Schurz, NV 89427.
 - 3. Payments may be made by cash, money orders, personnel checks, credit/card. However cash is prohibited from being mailed and the WRHD will not be responsible for any lost cash or claims that the amounts received were different from the amounts claimed to have been sent. The WRHD encourages that all mailed payments be made in checks or money orders, etc.
 - 3. Partial Payments will be accepted, however, the acceptance of a partial payment does not waive the right of the WRHD to continue further actions to collect and remedy any breaches of the applicant’s agreement, which may include collection of funds through court proceedings, unless an agreement has been reached, accepted, and signed by the applicant and an authorized official of the WRHD. Late fees will be applied if a payment is not paid in full by the 10th day of each month (see below).
 - 4. If an applicant is an employee of the Walker River Paiute Tribe, the employee may make payments through a payroll deduction. The employee MUST sign a Payroll Deduction form, which must remain in place until the balance is paid-in-full.
- E. A Late Fee of \$25.00 will be charged to an applicant’s account if payment is not received by the 10th day of each month.
 - 1. Late Fees do not apply to those who are on Payroll Deduction.
 - 2. The WRHD will send out statements on the 30th day of each month. If payments have not been made by the 10th day of the month, a late fee will be charged to the account and included on the next statement.
- F. Loan amounts will NOT be added to the purchase price of any MHOA or Lease Purchase Accounts.
- G. Under extreme circumstances, such as deaths in family, loss of income, etc., and with the approval of the WRHD’s Executive Director, participants may request deferred payments for a specified period of time (not to exceed three (3) months).

IX. Conditions of Non-Compliance (Non-Compliance and Collection Procedures):

- A. Payment Delinquency
 - 1. **First Notice: Notice of Non-Compliance:** If payments are not paid by the 10th day of each month, or if the borrower is found to be non-compliant with any provisions of their Home Improvement Loan Agreement, the WRHD shall send a Notice of Non-Compliance by regular mail. This Notice will contain the following:

- a. The Date of the Notice.
 - b. The date the payment and other charges were due or actions to be taken.
 - c. A statement of how much is owed to the WRHD, including accrued late fees.
 - d. A statement on how the situation can be cured, which must occur within five (5) calendar days by making payment in full of the amount owed, or entering in a Promise-to-Pay Agreement with a schedule that is found acceptable to the WRHD. The payments required under the Loan Agreement will remain in effect and a Promise-to-Pay Agreement will only be entered into for delinquent amounts.
2. **Second Notice: Notice of Non-Compliance:** If payments are not paid in full or in accordance with the Promise-to-Pay Agreement schedule by the 15th day of the month, or if the borrower is found not to be in compliance with any other provisions of their Home Improvement Loan Agreement, the WRHD shall send a Second Notice - Notice of Non-Compliance by regular mail. The notice shall contain the following:
- a. The Date of the Notice.
 - b. The date the payment and other charges were due or actions to be taken.
 - c. A statement of how much is owed to WRHD, including accrued late fees.
 - d. A statement of who to contact for financial counseling assistance.
 - e. A statement on how the situation can be cured within 10 calendar days from the date of the Second Notice by prompt payment or entering into a Promise-to-Pay Agreement for delinquent amounts (if the borrower has not already entered into one) to avoid further actions by the WRHD. The payments required under the Loan Agreement will remain in effect and a Promise-to-Pay Agreement will only be entered into for delinquent amounts.
3. **Final Notice: Notice of Non-Compliance:** If payments are not paid in full or in accordance with the Promise-to-Pay Agreement schedule by the twenty-fifth (25th) day of the month or if the borrower is found not to be in compliance with any other provisions of their Home Improvement Loan Agreement, the WRHD shall send a Final Notice: Notice of Non-Compliance by certified mail with return receipt requested. This Notice shall contain the following:
- a. The date of the notice.
 - b. The date the payments and other charges were due.
 - c. A statement of how much is owed to WRHD, including accrued late fees.
 - d. A statement on how the situation must be cured by the thirtieth (30th) day of the month by prompt payment or entering into a Promise-to-Pay Agreement with a schedule acceptable to the WRHD. The borrower's failure to resolve the matter will lead to the WRHD filing a complaint against the borrower in the Tribal Court.
 - e. A final statement of who to contact for financial counseling assistance.
 - f. A final statement inviting and encouraging the borrower to enter into a Promise-to-Pay Agreement for delinquent amounts (if the borrower has not already entered into one). The payments required under the Loan Agreement will remain in effect and a Promise-to-Pay Agreement will only be entered into for delinquent amounts.
4. In the WRHD Home Improvement Loan Program, if payments are not paid in full or brought into compliance with an accepted WRHD Promise-to-Pay Agreement by the 30th day of the month or if the borrower has not complied with any other requirements described in their Home Improvement Loan Program, the WRHD shall proceed with the proper legal actions necessary to collect ALL amounts owed to the WRHD. The WRHD's designated attorney will file a complaint against the borrower in the Walker River Paiute Tribal Court.
- a. Complaints arising from the Home Improvement Loan Program shall request a judgment ordering the payment of the following:
 - i. The amount due under the Loan Agreement and any Promise-to-Pay Agreement, and/or other

non-compliance issues pursuant to the Home Improvement Loan Agreement; and

ii. Legal expenses and filing fees.

b. If a complaint is filed in the Tribal Court, the WRHD will no longer consider requests for Loan Agreement Services for the borrower.

B. Non-Compliance or Collection Remedies:

1. Failure to make the required monthly payments and/or the breach of any subsequent payment agreements may result in the borrower's permanent loss of eligibility for future services or benefits offered by the WRHD.
2. The WRHD may schedule a financial management counseling session for the borrower at a specified time and location during the period of account delinquency. Attendance and participation will be required. WRHD shall require the borrower to sign a statement documenting attendance and commitment by the borrower to improve their personal financial management skills.
3. At the discretion of the WRHD Housing Director, full payment of delinquent amounts owed, including any current amounts due, may be accepted and collection proceedings stopped.

INDIVIDUALS ENTERING INTO A PROMISE-TO-PAY AGREEMENT WITH THE WALKER RIVER HOUSING DEPARTMENT ARE ADVISED THAT THE AGREEMENT IS LEGALLY BINDING AND NON-COMPLIANCE WITH THE AGREEMENT WILL RESULT IN A CIVIL ACTION BEING FILED AGAINST THEM PURSUANT TO WALKER RIVER PAIUTE TRIBE'S LAW AND ORDER CODE.