

**Cheesh'na Tribal Council**

P.O. Box 241

Chistochina, AK 99586

May 18, 2017

Department of Housing and Urban Development  
Office of Native American Program  
ICDBG Review Committee  
3000 C Street, Suite 401  
Anchorage, Alaska 99503

Dear ICDBG Review Committee:

Please find attached Cheesh'na Tribal Council's grant application in response to the Indian Community Development Block Grant NOFA, FR -6100-N-01, CFDA 14.506.

The project summary is Cheesh'na Tribal Council is partnering with Copper River Basin Regional Housing Authority (CRBRHA), a Community Based Development Organization, to construct 2 single family homes with 3-bedrooms. CRBRHA will carry out the construction and primary administration of the projects, while the Council retains an oversight role. New housing construction is a top priority of the Cheesh'na Tribal Council and the residents of the community.

This proposed construction project of two single family homes with three-bedrooms in Chistochina meets the essential community development need of providing affordable, quality housing for low-to-moderate income tribal members. By increasing the availability of housing stock in the community of Chistochina, this development project will open up two rental units that will be available to serve two additional families, who may be living in overcrowded or substandard conditions.

We appreciate you the committee's time to review and evaluate our response to the published NOFA. If you have any questions or comments regarding the application please do not hesitate to contact Teri Nutter, Executive Director at 907.822.3633 or email her at [tnutter@crbrha.org](mailto:tnutter@crbrha.org).

Respectfully,

(b) (6)

Cecil Sanford  
Tribal Administrator



# Grant Application Package

Opportunity Title:	Community Development Block Grant Program for Indian Tr
Offering Agency:	US Department of Housing and Urban Development
CFDA Number:	14.862
CFDA Description:	Indian Community Development Block Grant Program
Opportunity Number:	FR-6100-N-23
Competition ID:	FR-6100-N-23
Opportunity Open Date:	04/07/2017
Opportunity Close Date:	05/18/2017
Agency Contact:	Frederick J. Griefer Monique.L.Wisdom@hud.gov

This opportunity is only open to organizations, applicants who are submitting grant applications on behalf of a company, state, local or tribal government, academia, or other type of organization.

Application Filing Name:

## Select Forms to Complete

### Mandatory

[Application for Federal Assistance \(SF-424\)](#)

[HUD Applicant-Recipient Disclosure Report](#)

### Optional

[Disclosure of Lobbying Activities \(SF-LLL\)](#)

[Attachments](#)

[Project/Performance Site Location\(s\)](#)

## Instructions

[Show Instructions >>](#)

This electronic grants application is intended to be used to apply for the specific Federal funding opportunity referenced here. If the Federal funding opportunity listed is not the opportunity for which you want to apply, close this application package by clicking on the "Cancel" button at the top of this screen. You will then need to locate the correct Federal funding opportunity, download its application and then apply.

**Application for Federal Assistance SF-424**

\* 1. Type of Submission:

- Preapplication
- Application
- Changed/Corrected Application

\* 2. Type of Application:

- New
- Continuation
- Revision

\* If Revision, select appropriate letter(s):

\* Other (Specify):

\* 3. Date Received:

Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

**State Use Only:**

6. Date Received by State:

7. State Application Identifier:

**8. APPLICANT INFORMATION:**

\* a. Legal Name:

Cheesh'na Tribal Council

\* b. Employer/Taxpayer Identification Number (EIN/TIN):

92-0060677

\* c. Organizational DUNS:

0877829210000

**d. Address:**

\* Street1:

Mile 33 Tok Cutoff

Street2:

PO Box 241

\* City:

Gakona

County/Parish:

\* State:

AK: Alaska

Province:

\* Country:

USA: UNITED STATES

\* Zip / Postal Code:

99586-0241

**e. Organizational Unit:**

Department Name:

Administration

Division Name:

Housing Development

**f. Name and contact information of person to be contacted on matters involving this application:**

Prefix:

\* First Name:

Teri

Middle Name:

\* Last Name:

Nutter

Suffix:

Title:

Executive Director

Organizational Affiliation:

Copper River Basin Regional Housing Authority

\* Telephone Number:

907-822-3633

Fax Number:

907-822-3662

\* Email:

tnutter@crbhra.org

**Application for Federal Assistance SF-424**

**\* 9. Type of Applicant 1: Select Applicant Type:**

I: Indian/Native American Tribal Government (Federally Recognized)

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

\* Other (specify):

**\* 10. Name of Federal Agency:**

US Department of Housing and Urban Development

**11. Catalog of Federal Domestic Assistance Number:**

14.862

CFDA Title:

Indian Community Development Block Grant Program

**\* 12. Funding Opportunity Number:**

FR-6100-N-23

\* Title:

Community Development Block Grant Program for Indian Tribes and Alaska Native Villages

**13. Competition Identification Number:**

FR-6100-N-23

Title:

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

Add Attachment

Delete Attachment

View Attachment

**\* 15. Descriptive Title of Applicant's Project:**

Cheesh'na New Housing Construction

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

**Application for Federal Assistance SF-424**

**16. Congressional Districts Of:**

\* a. Applicant [Redacted]

\* b. Program/Project [Redacted]

Attach an additional list of Program/Project Congressional Districts if needed.

[Redacted]

Add Attachment

Delete Attachment

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**17. Proposed Project:**

\* a. Start Date: 10/01/2017

\* b. End Date: 07/31/2019

**18. Estimated Funding (\$):**

* a. Federal	600,000.00
* b. Applicant	[Redacted]
* c. State	[Redacted]
* d. Local	[Redacted]
* e. Other	377,461.00
* f. Program Income	[Redacted]
* g. TOTAL	977,461.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on [Redacted].
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- Yes
- No

If "Yes", provide explanation and attach

[Redacted]

Add Attachment

Delete Attachment

View Attachment

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

\*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix: [Redacted] \* First Name: Danielle  
Middle Name: [Redacted]  
\* Last Name: Boston  
Suffix: [Redacted]

\* Title: President

\* Telephone Number: 907.822.3503 Fax Number: [Redacted]

\* Email: csanford@cheeshna.org

\* Signature of Authorized Representative: Completed by Grants.gov upon submission. \* Date Signed: Completed by Grants.gov upon submission.

(b) (6)

05/16/2017

**Applicant/Recipient  
Disclosure/Update Report**

U.S. Department of Housing  
and Urban Development

OMB Number: 2510-0011  
Expiration Date: 01/31/2019

Applicant/Recipient Information

\* Duns Number: 0877829210000

\* Report Type: INITIAL

1. Applicant/Recipient Name, Address, and Phone (include area code):

\* Applicant Name:

Cheesh'na Tribal Council

\* Street1: Mile 33 Tok Cutoff

Street2: PO Box 241

\* City: Gakona

County:

\* State: AK: Alaska

\* Zip Code: 99586-0241

\* Country: USA: UNITED STATES

\* Phone: 907-822-3633

2. Social Security Number or Employer ID Number: 92-0060677

\* 3. HUD Program Name:

Indian Community Development Block Grant Program

\* 4. Amount of HUD Assistance Requested/Received: \$ 600,000.00

5. State the name and location (street address, City and State) of the project or activity:

\* Project Name: Cheesh'na New Housing Construction

\* Street1: Mile 33 Tok Cutoff

Street2: PO Box 241

\* City: Gakona

County:

\* State: AK: Alaska

\* Zip Code: 99586-0241

\* Country: USA: UNITED STATES

**Part I Threshold Determinations**

\* 1. Are you applying for assistance for a specific project or activity? These terms do not include formula grants, such as public housing operating subsidy or CDBG block grants. (For further information see 24 CFR Sec. 4.3).

Yes  No

\* 2. Have you received or do you expect to receive assistance within the jurisdiction of the Department (HUD), involving the project or activity in this application, in excess of \$200,000 during this fiscal year (Oct. 1-Sep. 30)? For further information, see 24 CFR Sec. 4.9

Yes  No

If you answered " No " to either question 1 or 2, **Stop!** You do not need to complete the remainder of this form.

**However,** you must sign the certification at the end of the report.

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**Part II Other Government Assistance Provided or Requested / Expected Sources and Use of Funds.**

Such assistance includes, but is not limited to, any grant, loan, subsidy, guarantee, insurance, payment, credit, or tax benefit.

---

Department/State/Local Agency Name:

\* Government Agency Name:

Government Agency Address:

\* Street1:

Street2:

\* City:

County:

\* State:

\* Zip Code:

\* Country:

\* Type of Assistance:

\* Amount Requested/Provided: \$

\* Expected Uses of the Funds:

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Department/State/Local Agency Name:

\* Government Agency Name:

Government Agency Address:

\* Street1:

Street2:

\* City:

County:

\* State:

\* Zip Code:

\* Country:

\* Type of Assistance:

\* Amount Requested/Provided: \$

\* Expected Uses of the Funds:

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(Note: Use Additional pages if necessary.)

Add Attachment

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**Part III Interested Parties. You must disclose:**

1. All developers, contractors, or consultants involved in the application for the assistance or in the planning, development, or implementation of the project or activity and

2. Any other person who has a financial interest in the project or activity for which the assistance is sought that exceeds \$50,000 or 10 percent of the assistance (whichever is lower).

\* Alphabetical list of all persons with a reportable financial interest in the project or activity (For individuals, give the last name first)

\* Social Security No. or Employee ID No.

\* Type of Participation in Project/Activity

\* Financial Interest in Project/Activity (\$ and %)

			\$	%
			\$	%
			\$	%
			\$	%
			\$	%

(Note: Use Additional pages if necessary.)

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**Certification**

**Warning:** If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosures of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation. I certify that this information is true and complete.

\* Signature:

\* Date: (mm/dd/yyyy)

**Cheesh’na Tribal Council**

Community Development Block Grant for Indian Tribes and Alaska Native Villages

FR-6100-N-23/CFDA 14.862

Housing – New Development

May 11, 2017

**Rating Factor 1 – Managerial and Technical Staff (8-points)**

**1.1.a.** The Cheesh’na Tribal Council and Copper River Basin Regional Housing Authority (CRBRHA) are partnering together, to construct two single family homes in Chistochina. The grant and project will be managed by CRBRHA, as the Tribe’s Community Based Developed Organization (CBDO), under a sub-recipient agreement that specifies CRBRHA will be conducting all project activity associated with the project. The new single family homes will be occupied by families of low to moderate income levels.

CRBRHA has previously been determined by Alaska HUD/AONAP office to be a CBDO. A resolution by the Cheesh’na Tribal Council authorizing the Tribe to designate Copper River Basin Regional Housing Authority, as its Community Based Development Organization, which is authorized to carry out and enter into appropriate agreement to construct three (2) single family units in Chistochina.

The project management and development team roles and responsibilities will consist of the following:

Staff Member and Title	Roles for this Project	Responsibilities for this project
Teri Nutter, Executive Director	Project Director	<p>Supervisory authority for management of grant activities and oversight of staff duties.</p> <p>Acts as Grant Administrator for the project, ensuring activities are in accordance with grant agreement and approved policies, rules and regulations adopted by the CRBRHA Board of Commissioners and HUD. Develops project and program budgets.</p> <p><i>Reports to CRBRHA Board of Commissioners and Cheesh’na Tribal Council.</i></p>
Nikkia Atkins, Financial Consultant	Finance Officer	<p>Responsible for oversight of all grant expenditures, ensuring projects stays within budget. Assists the Executive Director in developing project budgets. Ensures compliance with federal, state, and CRBRHA finance and procurement regulations. Responsible for all grants financial reporting and year-end audit preparation.</p> <p><i>Reports to Executive Director.</i></p>
Darin Gene, Development	ICDBG Project Manager	Coordinates implementation of grant activities including construction activities. Reviews bid

Coordinator		documents, bids and contracts. Responsible for reviewing and monitoring implementation of grant activities. Coordinates construction scheduling and project development inspections and communications and acts as a liaison to project management concerning  <i>Reports to the Executive Director.</i>
Jubilee Sutherland, Business Manager	Finance	Reviews invoices and manages accounts payable. Responsible for reviewing and monitoring expenditures and ensuring procurement requirements are met.  <i>Reports to the Executive Director.</i>
Tonilee Jackson, Housing Manager	ICDBG Specialist	Communicates with the Tribal Council when applications are being accepted for homeownership. Counsels potential tenants who are eligible to transition from rental into homeownership. Determines eligibility in accordance with CRBRHA admissions and occupancy policies.  <i>Reports to the Executive Director.</i>
Cecil Sanford, Tribal Administrator	Tribal ICDBG Oversight Manager	General oversight of CRBRHA as the sub-recipient. Includes reviewing and approving plans, budgets monthly project updates, and financial reports. Responsible for grant closeout at end of project. Provides monthly updates to Tribal Council and community members on project progress.  <i>Reports to President, Tribal Council and Tribal Members.</i>
Danielle Boston, Tribal Council President	Tribal ICDBG Oversight Manager	As Tribal Council President, has overall responsibility for grant and activities. Supervises Tribal Administrator and ensures grant and construction activities follow federal, state, and tribal rules and regulations.  <i>Reports to Tribal Council and community members.</i>

Ms. Nutter has held the position as Executive Director for 12-years, her primary functions as the Executive Director is to develop the annual Indian Housing Plan, complete and submits the Annual Performance Report to HUD/ONAP. She is responsible for submitting the AHFC Supplemental Housing Grant and Weatherization to Alaska Housing Finance Corporation. She is also responsible for preparing and completing all environmental reviews for the authorizing responsible entity, procures and manages all contracts. Ms. Nutter develops and manages, operating budgets, program and project budgets for

the Board of Commissioners review and approval. Ms. Nutter develops updates and implements policies and procedures and ensures the policies are in compliance with federal and state regulations.

**Recent, relevant and successful experiences.** Ms. Nutter managed three development projects being constructed concurrently with three different contracts and oversaw the successful completion of Chitina Traditional Indian Council ICDB grant to construct 2 single family homes for two eligible tribal members. Native Village of Kluti-Kaah's Indian ICDB grant to construct 3 single family homes and Native Village of Gulkana ICDB grant to construct 3 single family homes, all three projects are completed and currently working on closing all three ICDBG grants out. Ms. Nutter is currently overseeing the construction of a 4,068 sq. ft. office building and maintenance shop. In 2014, Ms. Nutter was instrumental in assisting Mentasta Traditional Council in addressing building concerns with their Multi-Use Facility. CRBRHA contributed \$75,000 to finish this building and assisted the tribe in preparing closeout documents.

In Ms. Nutter oversight and supervisory role, she was responsible for budget development, contract management, environmental reviews processing, and provided supervision of the project from start to finish. Since 2005, CRBRHA continues to receive unqualified audits under Ms. Nutter's direction and management. Each project was completed within budget met or exceeded benchmarks and the prescribed project implementation schedules.

Mr. Nikkia Atkins has been providing assistance to regional and local housing authorities for the past 20 years in various capacities. As an independent contractor, Nikkia performs audits of all the various activities and funding combinations for a large percentage of Alaska's housing entities. In 2003 and 2005, Nikkia worked in conjunction with the North Pacific Rim Housing Authority to provide technical assistance to Alaska housing entities under a previous HUD technical assistance grant. Since 2005, Nikkia has worked as a contract finance director for the Copper River Basin Regional Housing Authority; his primary functions are to complete all financial reporting requirements to our funding agencies (AHFC/HUD/ONAP). He is responsible for performing an independent self-monitoring assessment of the health and financial stability of the housing authority. He also assists the executive director in the development of the operating budget and prepares the monthly financial/income statements for the CRBRHA's Board of Commissioners and management. He also assists the Executive Director in many facets of the housing authority's operations.

**Recent, relevant, successful experience.** Mr. Atkins is a current technical assistance contractor under the Association of Alaska Housing Authorities T/TA grant. He has provided technical assistance to more than 30+ Tribes and TDHE's who has experienced HUD/AONAP monitoring deficiencies in the programs and/or finances. He also works as an independent contractor for Gulkana Village Council providing budgetary oversight and assists with year-end audit preparations. Mr. Atkins has successfully and seamlessly converted CRBHRA's accounting system to Quickbooks from Fundware.

Mr. Atkins has recently finished year-end audit prep for the Copper River Basin Regional Housing Authority and Gulkana Village Council and both organizations have received the draft financial statements and are unqualified audits.

Mr. Darin Gene holds the position as Development Coordinator his primary functions are to: oversee the all phases of development troubleshoot and repairs boilers, water systems, and septic systems and

correct deficiencies in the operating systems. He also provides technical assistance to the Executive Director on development, rehabilitation and other various projects in the field. He is certified by the State of Alaska DEC Wastewater Collection Provisional, Wastewater Treatment Provisional, Water Treatment Level 1 & 2 Operators, and Fair Housing Accessibility FIRST. He has also attended a 6-week course at University of Southeast – Sitka BEES, ventilation, retrofit operator and boiler mechanic, and holds various other certifications.

**Recent, relevant and successful experience.** Mr. Gene was instrumental in overseeing the construction progress of 8 single family homes in Copper Center, Chitina and Gulkana. He has provided valuable input to the general contractor and sub-contractors as it pertains BEE's construction standards and air intake and ventilation systems. All 8 homes have been rated 5+ energy efficient. He has also acted as a liaison between CRBRHA, the General Contractor and community members. Mr. Gene has been recently sub-contracted to CRNA to provide oversight and management of their Class 2 water treatment system.

Jubilee Sutherland holds the position of Business Manager, her primary functions are overseeing payroll, accounts payables, project budgets for rehabilitation and inventory control. She holds a Bachelor of Science degree in Finance and Economics. She has also received a certificate of completion from AAHA/HUD for the following trainings: Indian Housing Plan/Annual Performance, Contract & Procurement Training, Financial Management for Small Tribes, and Uniform Guidance 2 CFR , Part 200.

**Recent, relevant and successful experience.** Ms. Sutherland has successfully worked with the Maintenance Department Supervisor to develop rehabilitation budgets and has assisted the maintenance supervisor. She has successfully converted CRBRHA's inventory tracking system to electronic software that allows us to manage in real time CRBRHA's inventory supplies and materials.

Ms. Tonilee Jackson, CRBRHA Housing Manager has 5 years of experiences performing housing management services, such as: determining eligibility according to approved admissions and occupancy policies and procedures, inspection of CRBRHA's current and NAHASDA assisted stock for both rental and homeownership programs, she also prepares and processes annual/interim re-certifications and performs third-party verification on income, etc. She also monitors the tenants account receivables and prepares and processes small claims against delinquent accounts, and assists tenants with PFD assignments. She has successfully completed and has received certificates for the following AAHA Trainings: Admissions and Occupancy Training, Drugs in Housing 101, and Occupancy and Financial Training in HDS.

**Recent, relevant and successful experience.** Ms. Jackson has successfully counseled nine (9) eligible households who transitioned from affordable rental program into the affordable homeownership program. She has successfully managed 87 households who are residing in the affordable rental program and 38 households in the homeownership program.

Ms. Cecil Sanford has six years working with Cheesh'na Tribal Council in the capacity of the Tribal Administrator. She is responsible for the day-to-day operations of the Tribe and supervises staff. She is responsible for updating all policies and procedures for the Tribal Council. As Tribal Administrator, Ms. Sanford oversees many successful programs – IGAP, EPA, BIA social services programs, BIA IRR roads and

many others. In addition, to being the Tribal Administrator, Ms. Sanford also serves on the Mt. Sanford Tribal Consortium as a board member.

**Recent, relevant and successful experience.** Ms. Sanford's recent accomplishments were: writing and being awarded a grant from Alaska Community Foundation for suicide preventions program in the amount of \$15,000 for two years, and Rural CAP Foundation mini grant in the amount of \$3,000 for in support of cultural bearing programs.

Ms. Sanford was instrumental in organizing and coordinating a regional MOU amongst 6 tribes to prevent drug use, possession and distribution in our communities. She has also written family codes and drug enforcement by-laws for the tribe.

Ms. Danielle Boston has been recently elected as President of the Tribal Council. Prior to being elected as President, she has served on the Council for 9 years. She is currently employed with Mt. Sanford Tribal Consortium as a Dental Hygienist and travels to Mentasta to perform dental services to tribal members.

**Recent, relevant and successful experience.** Ms. Boston serves on the Chistochina Enterprise Board of Directors and also volunteers as a Youth Advisor and mentors youth of Chistochina.

Together, this team has been successful in the construction of 28 new single family units and 9 rehabilitation projects. This team has over 30+ years of experience in planning, managing and implementing new housing construction, rehabilitation of units owned and operated by CRBRHA and privately owned homes. Under CRBRHA supervision all homes constructed since 2004 have achieved a 5 star plus rating under BEES (Building Energy Efficiency Standards), set by AHFC and conformed to the 2006 and 2012 International Residential Construction Building Codes.

#### **1.1.b. Project Implementation (8-points)**

The ICDBG funds will be used for construction of two single family homes with 3 bedrooms in Chistochina, Alaska. Funds will be used for construction material, contract work, site and civil development, including infrastructure for roads and utilities. Please refer to the Project Implementation schedule (HUD-4125), in attachment A. Project implementation will begin October 1, 2017, or as soon as funds become available. Construction will take place May – September 2018 with winter months set aside for planning, procurement and evaluation. The expected project completion date is October 1, 2019, 2019 and final project closeout will be December 31, 2019. The following narrative expands on the tasks listed on the HUD-4125 Implementation schedule, as developed by the Tribe and CRBRHA:

In the first quarter of FY2018 or sooner, CRBRHA will perform the pre-development planning that will include the following tasks:

- The CRBRHA will finalize the lease agreement between, Ahtna and Cheesh'na Tribal Council. CRBRHA will prepare the environmental review determinations for the Tribe's review and approval, in accordance with HUD and CRBHRA policies.

- CRBRHA will prepare the RFP solicitation, in accordance with CRBRHA's procurement policies and procedures, for a qualified, responsive contractor to perform the geotechnical field work to determine the soils condition and to engineer appropriate foundation systems for the two single family units, 3-bedrooms. The CBDO and the tribe will review the responses together and will select qualified, responsive and experienced contractors.
- Prepare and solicits RFP's, in accordance to the CRBRHA procurement policies and procedures for a design/build team who is qualified, responsive and experienced in designing and constructing affordable, energy efficient homes in rural Alaska.

In the second quarter, the CRBRHA, CBDO will:

- In coordination with the Tribe, the CRBRHA (CBDO) will select a design/build team. Designs shall be at 95% complete.
- Execute contract shall be in place by February 20th. Because the award will be made in the middle of winter, we anticipate starting our construction the first of May and anticipate this project will be completed by September 30, 2018.
- Finalize the project development budget and make necessary budget revisions for the Cheesh'na Tribal Council's review and approval.

Through the second and third quarter the CRBRHA and the Tribe will finalize the design plan and work with the Tribe in identifying local hire prospects to work on the construction of the homes. CRBRHA and the Tribe be involved with each phase of the construction and will be participating in the inspection process of the construction. The CBDO will prepare all monthly, quarterly and annual reports for the Tribe's review and approval. The quarterly financial reports will be performed by the CBDO as well as the annual ASER. The CRBRHA will provide the Tribe monthly financial updates as well as attend the Tribal Council meetings to provide verbal updates and to address any concerns that arise during the construction of this project.

The fourth quarter the CBDO will begin marketing the homes for sale to eligible low to moderate income households. The CRBRHA's Housing Management department will process the applications to determine the applicants' eligibility for admissions and occupancy into the homeownership program. Each potential homebuyer will be required to complete a "*Personal Finances and Homebuyer Education*", class that will be taught by the Housing Manager or his/her designee. The homebuyers will be pre-assigned to a unit and signing the Affordable Homeownership and Occupancy Agreement will be signed between the homebuyer and CRBRHA. CRBRHA will require the selected homebuyer to deposit a \$1,500 down payment. If the "eligible" homebuyer is currently a tenant of a low rent apartment, their security deposit may transfer over towards their down payment, if no damages are noted during the move out inspection. As such, if the tenant is in arrears, the tenant will need to satisfy his/her arrears or will need to implement a repayment plan and must remain current with the repayment plan until the arrears are satisfied.

The project will be completed by **October 1, 2018** and final closeout will be **December 31, 2018**.

A detailed implementation schedule is included under attachment A on HUD form 4125.

In the event of any unforeseen delays, CRBRHA will immediately revise the implementation schedule, identify an alternate solution with cost impacts, if any and will indicate what sources of funds will be used for Cheesh'na Tribal Council's review and approval. The project will be closely monitored by CRBRHA's project management to ensure all project tasks are completed on time and within budget.

**1.1.c. Financial Management (7-points)**

The grant will be administered and operated by CRBRHA, as the CBDO/sub-recipient, and the Tribe will be responsible for managing and overseeing the sub-recipient agreement. CRBRHA has financial and fiscal management systems and procedures in place that meet 2 CFR 200 and 24 CFR Part 1003 and 1000. CRBRHA past grants had no problems or delinquencies.

CRBRHA has established Financial Management systems based on Generally Accepted Accounting Principles (GAAP) and has a set of internal controls to ensure effective control and accountability for all cash and property. CRBRHA utilizes budget to actual, segregation of duties for handling cash and utilization of a purchase order system for expenditures. The financial management systems that are currently in place include the following components:

- A financial reporting system that provides accurate, current and complete disclosure of the financial results of financially assisted activities made in accordance with the financial reporting requirements of the grant or sub-grant.
- Systems are designated and in place that ensure accounting records are maintained to adequately identify the source and application of funds, supported by source documentation, and are in compliance with 2 CFR 200, Subpart E Cost Principles, program regulations, and other applicable funding requirements.
- An effective internal control for all assets ensuring those assets are safeguarded and used for authorized purposes.
- Financial management systems that ensure accounting records are maintained to allow for budget control where weekly and monthly reports are reviewed to ensure budget and actual compliance and to allow for accurate, current and full disclosure of the financial results for each program.
- Cash management procedures to minimize the time federal funds are held prior to disbursement and where advances are received or sales are made procedure are in place to ensure program income is accounted for and reported properly.

ONAP reviewed the CRBRHA's 2016 Annual Performance Report (APR) submission and had no problems or delinquencies. Furthermore, CRBRHA is required on an annual basis to have an audit in accordance with 2 CFR 200 Subpart F – Audit Requirements. CRBRHA's most recent audit can be found on the Federal Audit Clearinghouse website. The grant applicant, Cheesh'na Tribal Council, is not required to submit an audit to the Federal Audit Clearinghouse as they did not expend more than \$750,000 of

federal awards in the past year. See attached letter, from Alaska Accounting Solutions, who acts as the Tribe's Independent Accounting Firm.

Under attachment A, a resolution by the Cheesh'na Tribal Council can be found which certifies the adoption of the financial control systems.

**1.1.d. Procurement and Contract Management (7-points)**

This grant will be administered and implemented by the Copper River Basin Regional Housing Authority, as a Community Based Development Organization. CRBHRA has a procurement system that provided for the fair and equitable treatment of all persons or firms involved in purchasing by CRBRHA. CRBHRA's assures, supplies, services and construction are procured efficiently, effectively and at the most favorable prices available to CRBRHA. CRBRHA's promotes competition in contracting, provides safeguard for maintaining a procurement system of quality and integrity and assures that CRBRHA purchasing actions are in full compliance with applicable grant regulations, and federal, state and local laws. CRBRHA's procurement activities are conducted in accordance with HUD and the State of Alaska regulations. They meet 2 CFR 200 and 24 CFR part 1003.

The procurement and contract management systems and procedures in place that meet 24 CFR 85 and 1003 include:

- Procurement and contract management systems designated to promote fair and open competition while obtaining the best value without conflicts of interest or duplicative and unnecessary purchases and to ensure contract are performed in accordance with their terms, conditions and specifications.
- Strict adherence to the procurement methods for small purchases, sealed bids, competitive proposals and non-competitive proposals including taking affirmative steps in contracting with small and minority firms, women business enterprises and labor surplus areas.
- A cost and or price analysis for each purchase or contract, bonding requirements and a system for resolving grievances.

For the purposes of this grant, under attachment A, the Cheesh'na Tribal Council has adopted a resolution to adopt CRBRHA procurement and contract management policies and procedures, (which will include oversight of the sub-recipient, CRBRHA), as CRBRHA has procurement and contract systems in place that meet 2 CFR 200 and CFR part 1000 and 1003. As previously stated in section 1.1.c Financial Management CRBRHA is required on an annual basis to have an audit in accordance with 2 CFR 200 Subpart F – Audit Requirements. There were no significant findings or deficiencies noted with procurement or any other areas of CRBRHA financial management controls. CRBRHA's most recent audit can be found on the Federal Audit Clearinghouse website. The grant applicant, Cheesh'na Tribal Council, is not required to submit an audit to the Federal Audit Clearinghouse as they did not expend more than \$750,000 of federal awards in the past year. See attached letter, from Alaska Accounting Solutions, who acts as the Tribe's Independent Accounting Firm.

The Cheesh'na Tribal Council has adopted a resolution, under attachment A, certifies the Cheesh'na Tribal Council's Code of Ethics, of which is on file with HUD, under a previously approved grant.

## **2. Past Performance a through e**

The Cheesh'na Tribal Council was a 2010 ICDBG recipient and has successfully completed and closed its ICDBG grant. All reports are on file with the Alaska ONAP office.

### **Rating Factor 2: Need/Extent of the Problems (16-points)**

#### **2.1 Need and Viability (4-points)**

The community of Chistochina is one of the right communities served by the Copper River Basin Regional Housing Authority. It is located 47 miles north-east of Glennallen. The economy is based on subsistence hunting, and fishing. The cash economy is primarily seasonal, year round employment options are limited. The Cheesh'na Tribal Council is a local employer, of which employs 4 full-time and 2 part-time and 2 seasonal employees. Respectively, Cheesh'na Tribal Council is also the recipient of BIA 638 contract, EPA, IGAP, NAELEP, and IRR roads program, which provides seasonal employment to its tribal members. MSTC headquarters are also located in Chistochina and employs 6 full time and 3 part time employees and 7 seasonal youth employees. MSTC is the non-profit health organization that provides health and human services to beneficiaries of Chistochina and Mentasta. There is a local convenience store located within Chistochina, but prices for groceries are often inflated due to the cost of transportation of goods to rural communities on the road system. Many residents of Chistochina rely on the regional hub of Glennallen for commerce, services and supplies. A vast majority (94%) of the 52 residents surveyed in the tribal community are Alaska Native/American Indian. The population is split closely male (48%) to female (52%). The community age range is also largely diversified with the median age being 31.

Reportedly, Chistochina members are experiencing a 25 percent rate of multi-family households, overcrowding of 4% and 29% living in substandard conditions. The multi-family household is often a single relative living with a family member or a grown child over the age of 18 and still living at home.

The substandard living rates do not truly portray all of the homes without necessary facilities. Several of the elder population is forced to live in apartment rental due to the condition and age of their own homes. Major repairs of \$35,000 and greater would be required to upgrade the current dwellings to include bathroom and kitchen facilities of 4 residences. Multiple residents have no running water or septic systems. Other dwellings would need foundation work and insulation to adequately support a resident.

Minor repairs totaling \$10,000 to \$35,000 would update 6 residences. Some of the mentioned repairs include: doors, windows, roof replacement, broken plumbing pipes, and ventilation to reduce mold growth.

Most of those residing in Chistochina have lived at their current dwelling for over 21 years. As the size and financial needs of families change more often than that, some households are living in homes that don't fit their current needs.

Currently, there is no available housing for rent or purchase in the village of Cheesh'na. Prior to 2011, there has been no new development in Chistochina. In 2011, the CRBRHA constructed three single family homes using IHBG for three eligible families in homeownership. Under the 1937 CAS Act, CRBRHA had constructed four duplexes in the late 1990's, these units were primarily dedicated to low to moderate income households.

Cheesh'na Tribal Council has undertaken a thorough housing needs assessment of tribal members residing in Chistochina and has found that there is not affordable housing suitable for selected low to median income group of tribal members (see threshold requirements, attachment B). The housing needs assessment identified the following:

- A high demand for affordable housing;
- Lack of housing for low income households to occupy;
- No housing stock suitable for rehabilitation without exceeding \$50,000 per unit.

This proposed construction project of two single family homes with three-bedrooms in Chistochina meets the essential community development need of providing affordable, quality housing for low-to-moderate income tribal members. By increasing the availability of housing stock in the community of Chistochina, this development project will open up two rental units that will be available to serve two additional families, who may be living in overcrowded or substandard conditions.

## **2.2 Project Benefit (12-points) New Construction**

Cheesh'na Tribal Council FY 2016 IHBG Needs allocation was less than \$100,000. According to the FY 2016 needs allocation their allocation was \$54,050. The need for the proposed housing project is determined by utilizing data from the 2016 Factor 2 Needs Table found in the ICDBG application package. The ICDBG rating factor 2 Needs Table for the 2016 indicates Cheesh'na Tribal Council dollar amount is \$837.

## **Rating Factor 3: Soundness of Approach (34-points)**

### **3.1 Description of and Rationale for Proposed Project (12-points)**

The project consists of the construction of two single family 3-bedroom units. Each unit will be an approximate 1,100 sq. ft. The new single family units will have on-site water, wastewater systems and will have fully functional kitchen facilities. In addition, this project will provide two low to moderate income tribal families with a safe, quality, and affordable housing. The homes will meet construction standards adopted by Cheesh'na Tribal Council and CRBRHA, Housing Quality Standards (HQS), Universal Physical Condition Standards (USPC), and AHFC's 5 star BEES standards and the 2012 IRC. The Cheesh'na

Tribal Council has adopted construction standards resolution for new construction can be found in attachment C.

The Cheesh'na Tribal Council and the regional ANSCA Corporation, Ahtna, Inc., have coordinated efforts to survey a parcel of land into 5-acre lots that will be designated for future homeownership development for Cheesh'na Tribal members. Cheesh'na Tribal Council is in the process securing a 50-year lease agreement for three lots that will be dedicated for this project. In March 2017, the Cheesh'na Successor Village Organization (SVO) met and approved a 50-year lease for this property to the Village of Cheesh'na. On May 10, 2017 the Ahtna Land Committee met and approved a 50-year lease for the property to the Village of Cheesh'na. The next board of directors meeting for the Ahtna, Inc., is scheduled for June 1, 2017, it is anticipated the board will approve the 50-year lease agreement. Please see attached a letter from Joe Bovee, VP of Ahtna Lands and Resources. Also attached under attachment C is a draft Ground Lease, and a plat map, that identifies the location of the proposed project. The legal description of the lots to be used for development is:

*Lots 1 and 5 of a subdivision and replat of parcel 1 (Plat No-97-01) within T9N, R4E of Copper River Meridian, Chitina Recording District.*

The CRBRHA will prepare the RFP for a design/build team. The RFP will include the following specific building requirements that at a minimum the design must meet. The CRBRHA has used this approach before and were very successful.

CRBRHA will strive to ensure the design is innovative and practical that will result in cost savings in the operations and maintenance to the homeowner. The CRBRHA project goals are to develop innovative, affordable and energy efficient units that have an overall "warm and welcoming" esthetics.

The more specific goals of the design and construction of the homes are as follows:

- Provide useful and efficient space, of 1,100 sq. ft., consistent with current housing design approaches.
- Use natural daylight to the greatest extent possible.
- Due to the high cost of utilities, the design and construction of the homes will meet or exceed current industry standards for energy efficiency.

The systems, materials, and finishes must be as long lived and maintenance free as possible. The homes will be built to the State of Alaska's 5-Star energy standards which will result in decrease heating expenses and the homes will be affordable and energy efficient with the following specification, each unit is to include:

- a) Boiler, hot water heater, electrical panel, and telephone and data connectivity may be located here.
- b) A Great Room consisting of:
  - A fully function kitchen with a propane range, hood vented to the outside, space for a 36" refrigerator, 36" sink and an appropriate amount of base and wall cabinets.

- Eating area for at least 5.
  - Living room to accommodate couch, easy chair, coffee table, and entertainment center.
- c) One storage closet near or part of the Great Room.
  - d) A half bath adjacent to Great Room.
  - e) A master bedroom with closet, with enough space to accommodate a queen size bed and chest of drawers.
  - f) A second bedroom with closet, with enough space to accommodate two twin size beds, a chest of drawers and a small desk.
  - g) A third bedroom with closet, with enough space to accommodate two twin size beds, a chest of drawers and a small desk.
  - h) Accommodations for a washer and dryer.
  - i) At least one full size bath adjacent to bedrooms with a vanity with at least one bank of drawers.
  - j) A small linen closet near the bedrooms.

Performance requirements and minimum specifications are as follows:

1. Footings and Foundations: will be constructed based on the findings and recommendations from the Geotechnical study.
2. Structure: The Owner has no particular preference.
3. Building Envelope will include the following:

Roof - Roof design may be either a hot or cold roof. A minimum R50 insulation will be installed, R70 preferred. At minimum, if a shingle roof, the shingles shall be 3-tab, thru nailed, Malarky Alaskan shingles with an enhanced wind warranty or equal. Preference will be given to a standing seam metal roof, with concealed fasteners, such a Klip -Rib for its low maintenance properties.

The exterior doors are to be protected from snow sliding off roofs.

Exterior Walls – A SIP wall system is preferred, but will not necessarily required. However, the concept of insulating external of the structure is preferred. Minimum R21 insulation required, R35 preferred. The building skin will be durable and low maintenance. Celect siding is preferred, however if funding dictates, vinyl siding is an acceptable alternative. Our intention is not to have painted exterior surfaces, so maintenance will be kept minimal for the homeowner.

Floor – The flooring type is to be consistent with each room’s or space’s use. Carpet is not necessarily preferred for the Great Room but is acceptable for bedrooms. Insulation of the foundation and/or flooring system shall be consistent with good practice and building codes.

4. Exterior Stairs or ADA Access:

Either concrete or composite decking such as Trex is preferred for its durability. Little to no exterior paint is preferred.

5. Doors:

Exterior doors are to have welded steel frames, insulated metal doors and residential grade mortised hardware. Thermally broken frames are preferred. All other interior doors will be solid core wood doors with P-lam finish residential hardware.

6. Windows:

The Owner design goals include the use of natural light as much as practicable. The window may be a combination of picture window with a casement or awning style operable window. Operable windows will be supplied with a screen. Knowing that windows can impact energy loss, the windows will be as energy efficient as possible. Windows shall be located flush to the exterior of the walls. Vinyl Ply Gem windows, or equal are acceptable. The minimum performance standards for all windows are:

- U-Factor – less than or equal to .25
- Solar Heat Gain Coefficient – less than or equal to .25
- Visible Transmittance – no lower than .35

7. Requirements and Finishes:

**Ceiling:** Ceilings are expected to be a minimum of 8'-0" high. It is expected that the ceilings be finished with painted Gypsum Wall Board (GWB). They may have an orange peel finish, although a Level 4 or even 5.

**Walls:** Painted GWB, with a knocked down orange peel finish, although Level 4 or 5 finish. To protect the GWB from consistent wear, chair rails and wainscoting maybe applied where appropriate.

**Flooring and Baseboard:** products that are durable, appropriate for the space, and easily maintained will be installed:

- LVT: Shaw, "Solitude" or "Grain & Pigment", glue down, with 20 mil wear layer
- Carpet: Shaw: "No Rules" or "View" carpet tiles, with EPBL backing
- Sealed concrete: Ardex, Sherwin Williams
- Baseboard: MDF pre-primed baseboard, style and paint color consistent with designer's intent.

**Door and Window Trim:** All doors are to be trimmed. All windows will be boxed and trimmed.

8. Specialties and Furniture, Fixtures, and Equipment:

The CRBRHA intends to supply the refrigerators, washers and dryers, and fire extinguishers for each unit. Included in this scope of the work is the requirement for the Contractor to coordinate locations and provide building infrastructure to support this Owner supplied FF&E. This includes, but is not limited to, providing backing, conduit, cabling, power, etc.

The following list of required specialty items is not exclusive

- a) Fire Extinguishers – As required by code.
- b) Bathroom Accessories – Provide bathroom accessories; including a mirror, toilet paper holder, towel bar(s) and curtain rod.
- c) Casework – The kitchenette casework bodies will be full face, melamine surfaced plywood. Shelves are to be melamine surfaced plywood. Doors to have 5 knuckle butt hinges. (4 or 5-way, European style, adjustable hinges are not acceptable.) Drawers will be dove-tailed

hardwood with full extension, heavy duty glides. Door and drawer fronts are designer's choice but shall be low maintenance. Door and drawer pulls are designer's choice.

d) Countertops – Material will be of solid surface with plywood as the underlayment.

9. Heating and Ventilating:

a.) Boiler: An oil-fired, direct vent, boiler or a forced air system. A minimum 300-gallon oil tank is required. The fuel tank area and accessories will meet code requirements for containment. Exterior penetrations shall be insulated. Piping is to be insulated in accordance with best practice. All piping shall be clearly labeled as to its function and direction of flow.

b.) Hot Water: The hot water appliance will be energy efficient and low maintenance on-demand systems. The hot water may be an in-directly heated system such as a BoilerMate.

c.) Ventilation: A Heat Recovery Ventilation (HRV) system will be installed. The bathroom and half bath ventilation may be a Panasonic Whisper unit activated by occupancy sensors and timed.

10. Plumbing:

Interior plumbing lines will be color-coded Pex tubing. Plumbing lines will be insulated in accordance with best practice. Plumbing lines will have shut off valves consistent with best practice.

- Kitchen sinks will be a two compartment stainless steel with applicable hardware.
- o The bathroom toilets will be floor mounted. Bathroom sinks will be installed in vanities.
- o At least one freeze proof exterior hose bib will be installed.

11. Electrical:

Panel Sizing and Location: Each unit's main electrical panel may be located in the garage. The electrical panel is to be sized for an extra 25% capacity over and above the unit's requirements.

Exterior: The exterior entry will be lit. All exterior lights shall be the same color LED. A minimum of two exterior duplex receptacles will be provided, one of which shall be suitable for block heater plug in.

Interior Lighting: All interior lighting will have LED's of the same color.

Extra Interior Power: In all areas and space in the building, the contractor and designers will coordinate the locations of duplex receptacles, and provide extra duplex receptacles to support flexible furniture layouts.

Extra Telephone and Data: The cabling will be terminated in a media box. Contractor and designer will provide enough, and coordinate location of, telephone/data ports to allow multiple furniture arrangements.

The significant cost savings will most likely be generated from the prescribed construction application and methods that are in accordance with BEES Construction Standards, tribally adopted construction standards and 2012 IRBC. The use of SIPS was chosen due to labor savings and high R-value. The single family homes will have onsite water and septic systems. The ICDBG funds will be used for materials, construction, site development and water/wastewater systems.

This project will provide on the job training for 5 locally employed tribal members, whose skills will be transferrable to future construction projects in the community or the region. CRBRHA and Cheesh’na Tribal Council are committed to train and employ Section 3 residents and/or contract with Section 3 businesses. Section 3 residents are defined as public housing residents or low and very-low income persons who live where a HUD-assisted project for housing is located. Low income is defined as 90% or below the median income in Valdez-Cordova census tract, and very low income is defined as 50% or below the median income for that area. A Section 3 business is one that is at least 51% or more owned by Section 3 residents or whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents or within three years of the date of first employment with the business and were considered Section 3 residents. Cheesh’na Tribal Council and CRBRHA will carry out the intent of Section 3 through the following activities:

1. CRBRHA will include appropriate Section 3 worker preference language in hiring notices for construction and will screen applicants accordingly.
2. Language will be included in all project construction contracts requiring training and employment of Section 3 persons to the maximum extent feasible.
3. CRBRHA will send a notice to all tribes in the proximity of Chistochina advising of any competitive bid becoming available and advising the Section 3 business preference.

Additionally, we will work in conjunction with Cheesh’na Tribal Council Work Force Development Program to identify and address the needs of all eligible Section 3 residents and will work closely with the them to ensure the needs identified are met. Possible needs may be, not are limited to: work clothes, outdoor clothing, transportation vouchers, and/or tools. Through this coordination we will prepare and ensure the Section 3 residents are ready to respond and report to work immediately.

During the admissions and occupancy phases of this project, CRBRHA’s Housing Manager will work with the Tribal Council to identify eligible LMI households who are currently residing in affordable rental programs and to transition the families into homeownership. The CRBRHA admission and occupancy policies and procedures will be applied to prequalify them for homeownership. To ensure LMI tribal households have the greatest advantage to benefit by occupying an affordable home, the following preferences will be applied:

Tribal Member	50-points
Ahtna Native	45-points
Other Native	35-points
Veteran	20-points
Elderly/Handicap	20-points
Transfer	10-points
5-6 Family Unit	20-points
3-4 Family Unit	15-points
Substandard	5-points

Rent Burden	5-points
Displaced	5-points

**3.2 Budget and Cost Estimates (9-points)**

For the purposes of this project, both Cheesh’na Tribal Council and Copper River Basin Regional Housing Authority agree best approach will be for the CBDO to procure an experienced, qualified contractor, who has working knowledge of the 2012 Residential Building Codes, Building Energy Efficiency Standards (BEES), Electrical/Mechanical/Plumbing codes. The CBDO will manage the contractor and its performance. Below is the projected cost estimate.

General Construction:

- a. Geotechnical \$40,000
- b. Electrical Distribution \$77,575
- c. Site Development \$73,886
- d. Water and Waste Water \$37,000
- e. Construction \$620,000
- f. Contingency \$64,000

General Administration

- a. Management \$60,000
- b. Tribes Audit \$5,000

\$65,000

Budget Narrative:

General Construction –

- a. Geotechnical Field Work - CRBRHA will procure a qualified, responsive contractor to perform bore drills and perform soil investigations, as well as, to provide CRBRHA with a detailed report and recommendations on the a qualified foundations system.
- b. Electrical Distribution – This level of work will be done by the local electrical company, AP&T. The scope of work will include setting electrical poles, installing transformers and running electrical lines underground to the homes.
- c. Site Development – This division will include excavating the lots, developing driveways and house pads.
- d. Water/Wastewater Systems. On site wells will be drilled for 2 homes and 2 onsite septic systems will be installed that will be DEC compliance. All underground plumbing lines will be insulated.
- e. Construction – CRBRHA will procure a qualified, responsive design/build team to design and build 2 single family homes that have the above minimum specifications.
- f. Contingency - \$69,000 has been set aside for contingency to be used for any unforeseen items that may arise during the construction.

## General Administration

a. Management – 35% of the Executive Director’s time will be spent reporting to the villages and HUD/ONAP, procurement and contract management, pre/post briefing meetings with contractors, inspections, and LOCCS draws. 10% of the Financial Consultant’s time will be spent preparing LOCCS and quarterly reports. 10% of Business Manager’s time will be spent overseeing accounts payables and payroll. 10% of the Housing Manager’s time will be spent determining households eligibility and inspections. 35% of the Development Coordinator time will be spent on pre/post briefing with contractor and inspections. In total, we estimate the total cost estimate to manage this grant will be \$60,000.00

b. Audit – This category of funds is pro-rated and estimated for the cost of performing audit preparation and external audit for the Tribe.

The Teri Nutter, Executive Director of CRBRHA has developed the construction budget. Ms. Nutter has over 18+ years’ experience in developing operating budgets and for project budgets. She is responsible to in developing the budgets for program and operating budgets for the board of commissioner’s approval. Darin Gene, Development Coordinator has 18+ years’ experience in developing cost estimates for rehabilitation projects.

### **3.3 Commitment to Sustain Activities (12-points) New Housing Construction**

The Affordable Homeownership program is a lease to own program for 25 years. The ongoing maintenance of the homes will reside with the homebuyer. CRBRHA will honor the 1-warranty for construction defects from the time the AHOA has been executed for 12-consecutive months. Copper River Basin Regional Housing Authority's personnel will to the greatest extent possible provide "hands-on" demonstration training to the homeowner on how to maintain their unit and will provide operations and maintenance manuals as reference.

Additionally, the Cheesh'na Tribal Council has adopted a resolution adopting CRBRHA's maintenance policies and procedures. Furthermore, after the warranty period of 1-year has expired the continued general maintenance will be the responsibility of the homebuyer, as defined in their signed AHOA, see attached. The CBDO agreement between Native Village of Gulkana as delegated the maintenance and operations of these homes to the CBDO, Copper River Basin Regional Housing Authority.

The CBDO, Copper River Basin Regional Housing Authority (CRBRHA) recognizes that one of the most important aspects of the CRBRHA operations is the maintenance of the CRBRHA owned and managed units. If units are not maintained on a regular basis, the long-term viability of the CRBRHA as a property management business is threatened and the Tribes and the residents will lose a valuable resource.

CRBRHA has detailed procedures in place and intends to implement a full system of maintenance for these units where the CRBRHA has the obligation to perform the maintenance. These procedures are also intended to establish a system of inspections, follow-up, and enforcement to insure the homebuyer performs their required maintenance obligations.

Therefore, the purpose of the CRBRHA's maintenance program and procedures are to:

- a. Maintain the dwelling units in a decent and safe condition and other CRBRHA owned facilities in a safe and workable condition that fulfills their intended functions and life expectancy. Each of these units will be sustainable for the duration of the useful life of 25-years
- b. Identify and correct conditions that may lead to an injury or accident to residents or CRBRHA employees.
- c. Conduct timely inspections, regular and preventive maintenance, timely repairs and replacements to ensure the structural integrity of the units along with making sure all equipment is functioning properly.

### **Rating Factor 4: Leveraging Resources (6-points)**

As illustrated under attachment D, the Cheesh'na Tribal Council received a firm commitment letter from Copper River Basin Regional Housing Authority these funds will be used in conjunction with Cheesh'na Tribal Council's approved ICDBG amount of \$600,000 for the proposed project. This project will have 63% of leveraged funding, a summary of the funds are as follows:

ICDBG Funding application:	\$600,000
AHFC Supplemental Grant:	\$377,461

The Ahtna Inc., has also donated 10-acres as an in-kind contribution. It is estimated value of the 10-acres is \$75,000 an independent appraisal has not been completed at the time of this grant submission. Please see attachment C a letter from Joe Bovee, Vice President Ahtna Inc., Land Department.

The Cheesh'na Tribal Council is a minimum funded tribe and has dedicated their annual allocation as leverage to this ICDBG Grant application to construct 2 single family units.

**Rating Factor 5: Comprehensive and Coordination (10-points)**

**1. Coordination (2-points)**

The scope of this project was determined by the Cheesh'na Tribal Council and CRBRHA staff based on community and regional meetings with Cheesh'na Tribal Council's tribal membership. In addition, the local Copper Valley Economic and Development Council completed its region-wide Comprehensive Economic Strategy Plan, also known as CEDs, which involved participation from *all* community members of Chistochina to include the Tribal Council. The plans primary components are development of affordable utilities, housing, energy, and health and social services. Based on input from community members, goals and objectives were defined to provide and identify affordable housing opportunities for members of the community and to remove old, abandon housing stock that possesses a danger to the public. Together, the Cheesh'na Tribal Council and CRBRHA believe our proposal is in concert with meeting the goals and objective defined the CED's plan.

Also, as previously noted in the grant application Cheesh'na Tribal Council conducted a recent housing needs assessment in March. Every community member residing in Chistochina completed a housing needs survey and the results were provided to the Tribal Council for discussion to further document the continued unmet need for housing in Chistochina.

Lastly, the community was provided a copy of this grant application and we received public comments to include a secondary source of heat, and to ensure efficiency to reduce the house size from 1,500 sq. ft. to 1,000 sq. ft. Accompanying this application in attachment D, is a copy of resolution 02-17 certifying the citizens and tribal members of Cheesh'na Tribal Council has had an opportunity to review and submit comments on the draft ICDBG application on February 7, 2017

**2. Outputs and Outcomes (4-points)**

Together, the Cheesh’na Tribal Council and Copper River Basin Regional Housing have targeted the following measureable outcomes:

Measurable Outputs	Anticipated Results	Measurable Outcomes	Anticipated Results
Number of housing Units constructed	2 units	Improve the living conditions of low to moderate income households	3households
Dollars Invested	\$600,000	Dollars Leveraged	\$285,000
# of Jobs created	5 positions	# of low to moderate income household members employed	5 positions
# of renters transitioning into homeownership	2 households	# of low to moderate income households moving from rental to homeownership	2 households
# of displaced households moving into rental units	2 households	# of low to moderate income households assisted with subsidized housing	2 households

**Attachment A**

**HUD-4125 – Project Implementation Schedule**

**CBDO Agreement/Resolution**

**Financial Management Controls Resolution**

**Alaska Accounting Solutions Independent 3<sup>rd</sup> party Verification**

**Procurement Resolution**

**Code of Conduct Resolution**

**Implementation Schedule**  
Indian Community Development Block Grant (ICDBG)

U.S. Department of Housing  
and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0191  
(exp. 1/30/2015)

See Instructions and Public Reporting Statement on back.  
Submit a separate implementation schedule for each project category.

1. Name of Applicant (as shown in Item 5, Standard Form 424)  
**Cheesh'na Tribal Council**

2. Application/Grant Number (to be assigned by HUD) 3.  Original (First submission to HUD)  Pre-Award Submission Amendment (submitted after grant approval)  
Date (mm/dd/yyyy) **05/18/2017**

4. Name of Project (as shown on form HUD-4123, item 4)  
**Gulkana Village Council - New Development**

5. Effective Date (mm/dd/yyyy) Expected Completion Date (mm/dd/yyyy) Expected Closeout Date (mm/dd/yyyy)  
**10/02/2017 12/01/2019 01/31/2020**

6. Environmental Review Status  
 Exempt (As described in 24 CFR 58.34)  Under Review (Review underway; findings not yet made)  Finding of No Significant Impact (Finding made that request for release of funds for project is not an action which may significantly affect the environment.)  
 EIS Required (Finding that project may significantly affect environment or EIS automatically required by 24 CFR 58.37)  Not Started (Review not yet begun)  Categorically Excluded (as described in 24 CFR 58.35)  
7. Tribal Fiscal Year (mm/dd/yyyy) **10/01/2017**

8. Task List  
(List tasks such as environmental assessment, acquisition, etc.) Use Calendar Year (CY) quarters. Fill-in the CY below. See detailed instructions on back.

	CY 18			CY 19			Date (mm/dd/yyyy) (if exceeds 8th Q. tr							
	1st Qtr.	2nd Qtr.	3rd Qtr.	4th Qtr.	5th Qtr.	6th Qtr.		7th Qtr.	8th Qtr.					
ICDBG Grant Agreement, Signed	J	F	M	A	M	A	J	J	A	S	O	N	D	
Environmental Review Determination, completed														
Procure, Select Contractor, Geotechnical														
Procure, Select Contractor, Design/Build Team														
Site Development Begins														
Construction begins and ends														
Inspections														
Homebuyer Selection, Education, Pre-Assignment														
Complete Final Inspection														
Closeout grant Agreement														
10. Planned Drawdowns by Quarter (Enter amounts non-cumulatively)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
11. Cumulative Drawdown (if more than one page, enter total on last page only)	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$



## Cheesh'na Tribal Council

P.O. Box 241

Chistochina, AK 99586

### Resolution 07-17

**ENTITLED:** Requesting Copper River Basin Regional Housing Authority be determined by HUD has a Community Based Development Organization Equivalent under 24 CFR 1003.204(c) (3).

**WHEREAS:** Cheesh'na Tribal Council and Copper River Basin Regional Housing Authority are partnering to construct 3 single family homes in Chistochina, Alaska; and

**WHEREAS:** it is necessary to request a determination of HUD for Copper River Basin Regional Housing Authority (CRBRHA) to be recognized as a Community Based Development Organization equivalent under 24 CFR 1003.204(c) (3); and

**WHEREAS,** CRBRHA is sufficiently similar in purpose, function, and scope to qualifying group qualified as CBDO's under 24 CFR 1003.204(c)(2)(iv), as detailed below:

CRBRHA qualifies under 1003.204(c)(3) because its charter and bylaws established that it "is sufficiently similar in purpose, function, and scope to those entities qualifying under paragraphs (c)(1) or (c)(2). "CRBRHA meets many of the criteria of (c)(1) and (c)(2)(iv); and

- i. CRBRHA is an association organized under State law (AS18.55.996) to provide housing for low income Alaska Natives within an identified geographic area (Ahtna Region). As such serves Native Alaskans that have a common heritage and sharing common interests, demonstrated by CRBRHA service to those villages whose inclusion in other regional entities such as the Copper River Native Association, and the Ahtna Incorporated, also as demonstrated by AS 18.55.996(b) being similar to the ANSCA Section 7(a) which was recognized by the U.S. Congress as determining common heritage and common interests of Alaskan Native, such regional customs are recognized.
- ii. CRBRHA meets the criteria of (c) (1) (II);
- iii. CRBRHA is a nonprofit organization, because any profits are merely incidental to its operations and must be funneled back into low-income housing.
- iv. More than half of CRBRHA's 5-member governing body (BoC) is low and moderate income residents of its geographic area;
- v. CRBRHA is not an agency or instrumentally of the grantee and does not permit more than one third of its governing body to be appointed by an ineligible entity;

- vi. CRBRHA is a tribally based; Copper River Native Association (CRNA) appoints BoC, and members of CRNA are the tribes within the region: in addition, tribes appoint CRBRHA as their TDHE under NAHASDA;
- vii. CRBRHA is not subject to requirements under which it reverts to grantee (or any other organization) upon dissolution, and
- vii. CRBRHA is free to contract for goods and service from vendors of its own choosing.

**WHEREAS**, The Cheesh'na Tribal Council and CRBRHA has developed Memorandum of Agreement for project,

Which details the responsibility of CRBRHA as to carrying out the activity independent of the Council, and is free to contract for goods and services from vendors of its own choosing, is not subject to requirements under which its assets revert to the grantee (Council) or to any other organization upon dissolution; and

**NOW THEREFORE BE ITS RESOLVED**, that the Cheesh'na Tribal Council request HUD/ONAP to determine that CRBRHA is an equivalent to a CBDO, as defined under 24 CFR1003.204(c) (3) for purposes of the ICDBG application.

**CERTIFICATION:**

This resolution was adapted by the Cheesh'na Tribal Council by a poll vote on this day 28<sup>th</sup> of February, 2017  
 AYES: 4 Nays \_\_\_\_\_

ATTEST:

**(b) (6)** \_\_\_\_\_  
 Cheesh'na Tribal Council, Secretary

**(b) (6)** \_\_\_\_\_  
 Cheesh'na Tribal Council, President

**AGREEMENT BETWEEN**  
**NATIVE VILLAGE CHISTOCHINA**  
**AND**  
**COPPER RIVER BASIN REGIONAL HOUSING AUTHORITY**  
**COMMUNITY BASED DEVELOPMENT ORGANIZATION**

This Agreement is entered into between Cheesh’na Tribal Council, a federally recognized Tribe (“Tribe”), and Copper River Basin Regional Housing Authority (CRBRHA), is authorized to act as sub grantee for the implementation of the Tribes’ future Indian Community Development Block Grant (“Grant”), in accordance with federal laws and regulations governing the ICDBG programs (24 CFR Section 1003.203) and as specified in more details below. The terms of this Agreement and the provisions herein shall continue to cover any additional time period during which the CRBRHA, (“CBDO”) controls ICDBG funds or other assets, including programs income.

All terms used in the Agreements shall be consistent with ICDBG regulations, grant requirements, and applicable OMB circulars.

**RECITALS**

WHEREAS, the tribe has planned to develop housing in Chistochina, Alaska and will be applying for HUD’s Indian Community Development Grant funds to plan, design, and build single family homes in Cheesh’na Village; and

WHEREAS, the Tribe has found through tribal resolution that CRBRHA (“CBDO”), meets HUD’s criteria for a Community Based Development Organization, has no representatives of ineligible entities, and which meets the requirements of 24C.F.R. 1003.204 and qualifies as a Community Based Development Organization (“CBDO”), equivalent under ICDBG regulations; and

WHEREAS, the tribe has designated CRBRHA (“CBDO”), as its tribal- based local nonprofit organization to implement portions of the project funded by the Indian Development Block Grant programs and to administer the Project, with the assistance of Tribe’s staff and other management organizations qualified to provide development, maintenance responsibly, occupancy managements, financial, and other technical assistance; and

WHEREAS, the Tribe agrees the CRBRHA (“CBDO”), should act as the sub-grantee for future ICDBG grant funding related to housing, and continue to carry-out the Project through appropriate contracts and agreements;

NOW, THEREFORE, in consideration of the planned housing Project to be completed at Chistochina, Alaska the parties agree as follows:

**1. WORK ASSIGNED**

- 1.1 General: The scope of work assigned to the CRBRHA (“CBDO”), and given authority through the Community Based Development Organization, (CBDO) is to plan, construct, and complete the project as described in the Tribe’s Indian Community Development Grant (ICDBG) application to be submitted this date May 18, 2017 and which shall be responsible for overall management of the Project and proper expenditure of all funds

provided for the Project, including the Grant. Grant processes shall be applied exclusively to cover Project activities and expenses allowable under ICDBG requirements.

- 1.2 Applicable Housing Standards: the Project shall be completed in accordance with the construction, energy, and other housing standards adopted by the Cheesh'na Tribal Council in residential construction, which standards are expressly incorporated herein by reference.
- 1.3 Additional Funding or Shortfalls: CRBRHA, ("CBDO"), shall work with the Tribe for obtaining any additional funding needed to complete the project, or to cover unexpected shortfalls. CRBRHA ("CBDO"), is authorized to work closely with the Cheesh'na Tribal Council staff, HUD, and other public and private sources of funding to obtain additional subsidy, grants, or loans.
- 1.4 Term: This Agreement shall be effective from date of the parties' signature on the final page, under the date the Project is completed, all Grant funds have been disbursed or Section 6 and 9 shall survive expiration and continue to bind CRBRHA, ("CBDO").

## 2. OBLIGATIONS OF RECIPIENT

### 2.1 Statement of work:

2.1.1 *Overall Responsibility.* CRBRHA ("CBDO") shall be responsible, on behalf of the Tribe, for successfully implementing the Work Assigned above, in compliance with the Grant and all requirements stated in this Agreement. CRBRHA ("CBDO") shall act an independent contractor in completing the work using the methods it deems appropriate. CRBRHA ("CBDO"), shall procure, manage, supervise, coordinate, develop, and maintain the work and activities to be performed under this Agreement, ON BEHALF OF THE Tribe. This includes entering into agreement, resolving and disputes, and securing, Obtain, managing, transferring, and holding funds for any source.

2.1.2. *Supervision of Work and Reporting.* CRBRHA ("CBDO"), shall be responsible for supervising and monitoring the day-to-day performance of the contractors/ consultants performing work under this Agreement. CRBRHA ("CBDO") shall provide its monitoring findings to the Tribe on a monthly basis. CRBRHA shall submit to the Tribe regular progress reports, revised documentation or schedules, and immediately alert the Tribe in writing about any materials problems which arise and which may delay or impact CRBRHA ("CBDO"), performance of the Work Assigned.

2.13 *Compliance.* CRBRHA ("CBDO") shall comply with all applicable laws, regulations, and ethical business standards in administering work and activities under the Agreement.

### 2.2 Schedule of work

2.2.1. *Establishing Schedule.* CRBRHA ("CBDO"), shall prepare and submit a schedule of Work (the "Schedule") specifying work to be done, dates of completion and sources of funds. This Schedule must be approved by the Tribe prior to beginning of work or release of funds.

2.2.2. *Amendments or Changes.* Proposed changes or amendments to the Schedule must be submitted in writing to the Tribe for review and concurrence, prior to implementation of the change.

2.3 Budget. The budget for the project and for the ICDBG component of the project cost will be agreed to under a separate agreement. Any proposed changes in the budget must be reported to the Tribe.

2.3.1. *Release of funds* .The Tribe shall authorize CRBRHA (“CBDO”), through Tribal resolution, to secure draw down of ICDBG funds on behalf of the Tribe, for use of the Project in compliance with this Agreement, so long as the Tribe is eligible and qualified to utilize the draw-down system under HUD requirements and CRBRHA, (“CBDO”) is in compliance with ICDBG requirements. The Tribe may withdraw authority at any time, with written notice issued to CRBRHA, (“CBDO”).

2.3.2. *Payment*. Payment shall be authorized only for work which has been satisfactorily performed, and for expenses that are actually incurred and which are eligible and allowable. The Tribe shall be responsible for monitoring CRBRHA, (“CBDO”) to ensure that funds drawn down are applied to eligible and allowable costs of the project, and in accordance with this agreement.

2.3.3 *Cost reporting*. CRBRHA (“CBDO”) will submit monthly accounting statements to the Tribe. The date established for these submissions is the 30<sup>th</sup> of each month. CRBRHA (“CBDO”) will also submit other reasonable written reports at the Tribes request. Any disallowed requests, shall be returned to the Tribe within 30 days of the Tribes written request.

2.4 Financial Management. CRBRHA, (“CBDO”) shall use its existing financial management systems and staff, or an equally or better qualified consultant approved by the Tribe, to provide the financial management and technical consulting services necessary to achieve Project goals as well as Grant requirements and the objectives of this Agreement, which includes full compliance with ICDBG Grant regulations at 24C.F.R. part 85 and 24 C.F. R. part 1003.

2.5 Maintenance of CBDO Agreement Status. As a condition of this Agreement, CRBRHA, (“CBDO”) shall maintain its status as a CBDO or equivalent, in accordance with federal law and HUD guidance. CRBRHA, (“CBDO”) shall maintain as its primary purpose promoting community development within the geographic jurisdiction of the Tribe; specifically improving the physical, economic, and social environment of the Tribe by focusing on the needs of low-income households. CRBRHA, (“CBDO”) shall maintain members on its board who are low-income residents of the Copper River Basin area; and shall function on a not-for-profit basis within the identified services area of the Tribe

### **3. RECORDS AND REPORTS.**

#### **3.1. Required Records**

3.1.1. *Records*. CRBRHA, (“CBDO”) shall maintain records including, but not limited to, financial records, bid documents, and all other records sufficient to reflect all direct and indirect costs incurred to perform the Work Assigned.

3.1.2 *Reports*. CRBRHA, (“CBDO”) shall prepare and maintain reports as required by the ICDBG and this Agreement. It shall establish and maintain all backup data necessary to support and verify all required reports. CRBRHA, (“CBDO”) shall provide Project reports not less the every 30 days (or two calendar months) showing the progress of the work, expenditures, status of the budget, and other

information sufficient to permit the Tribe to ensure that CRBRHA, ("CBDO") is complying with all grant obligations and this Agreement. The format of the report shall be submitted by the CRBRHA, ("CBDO") for approval Tribes.

3.13. *Legal Required Records.* CRBRHA, ("CBDO") is responsible for maintaining all other records and reports as required by law, including, but not limited to those required by ICDBG regulations.

### 3.2. Preservation of Records and Reports

3.2.1. *Availability and Organization.* CRBRHA, ("CBDO") shall preserve, organize, and make available for review and inspection all records and reports relevant to the work assigned under this Agreement. This includes all records of cost, expenditures, payments, purchases, procurements which are paid, in whole or in parts, by ICDBG funds, records of construction work, inspections, designed documents, certifications, contractor's certificates, and similar records necessary to establish the progress of construction and the Projects compliance with specifications and housing standards.

3.2.2. *Location and Custody of Records.* Required records may be maintained by the Tribe, CRBRHA, or other entity authorized by the Tribe, provided that the location and custody readily permits review, inspection, and copy during business hours, by HUD, the Tribe, or other authorized person.

3.2.3. *Retention Obligation.* These records and reports shall be maintained for a minimum of three years after the program is fully closed-out. Programs close-out is the point at which the Tribe agrees that all CRBRHA, ("CBDO") responsibilities have been completed. The CRBRHA, ("CBDO") shall keep the record and reports longer than three years where there are unresolved audit findings, ongoing disputes, or claims, or the Tribe directs that the records be preserved. CRBRHA, ("CBDO") shall maintain for not less than 10 years records adequate to demonstrate the major events in history and development of the Project.

## 4 AUDITS

4.1. Review of Records. CRBRHA, ("CBDO") shall make its records available for review by the recipient, and by other authorized representatives of the Tribe, or any applicable funding agency.

4.2. Compliance. CRBRHA, ("CBDO") must comply with applicable sections of OMB Circular No. A-133, Revised June 1997, and OMB Circular A-87. CRBRHA and Cheesh'na Tribal Council acknowledges their responsibility to become familiar with OMB Circulars, and to refer to the Circulars as guidance when determining allowable costs under this Agreements.

The Tribe is the grantee and shall be subject to all federal auditing requirements and submission to the federal clearinghouse.

## 5. OBLIGATIONS OR RECIPIENT TRIBE

5.1. Timely Payments. The Tribe shall timely review all payments request submitted by CRBRHA, ("CBDO"), provided that the CRBRHA's payment request complies with the schedule established by this

Agreement. Request for payments shall be either denied or approved by the Tribe within 30 days of written request by CRBRHA, ("CBDO").

**5.2. Monitoring Activities.**

5.2.1. The Tribe will establish a schedule for periodic review of the CRBRHA, ("CBDO"),'s performance. In the absence of a specified schedule, reviews shall be conducted not less than once every six months.

5.2.2. On-site reviews may be made only after the Tribe has given notice to CRBRHA, ("CBDO"),, not less than 7 calendars days prior to the date of review, unless CRBRHA, ("CBDO"), waives such notice.

5.3. Providing Information. The Tribe shall provide CRBRHA, ("CBDO"), with all programs and grant information necessary for the CRBRHA, ("CBDO"), to perform its duties under this Agreement, such as the ICDBG grant agreements and other guidance and correspondence received from HUD.

**6. OTHER REQUIREMENTS**

6.1. Administrative Requirements. CRBRHA, ("CBDO"), shall comply with all administrative requirements of the grant, which is set out in 24 C.F.R. 1003.501, which is incorporated herein by reference.

6.2. Program Income. Program Income is not anticipated as a result of this Project. In the event that program income is realized, CRBRHA, ("CBDO"), shall fully comply with the program income requirements of 24 C.F.R. 1003.503.

6.3 Subpart G Requirements. CRBRHA, ("CBDO"), must comply with Subpart G of the ICDBG regulations, which include:

6.3.1. *Nondiscrimination Requirements.* CRBRHA, ("CBDO"), must comply with the nondiscrimination requirement stated in 24 CFR 1003.601.

6.3.2. *Relocation and Acquisition.* CRBRHA, ("CBDO"), shall comply with the relocation and real property acquisition policies as shown in 24 CFR 1003.602.

6.3.3. *Labor Standards* CRBRHA, ("CBDO"), is not required to comply with Davis Bacon. As provide in 24 CFR 1003.603. (waived of Davis Bacon requirements, adopted Tribal Prevailing Wage Rates).

6.3.4. *Environmental Review.* CRBRHA, ("CBDO"), shall provide any additional information or compliance necessary to meet the obligations of 24 CFR 1003.605., with the Tribes acknowledgement that environmental reviews have been previously completed by a sponsoring organization in compliance with HUD section 202 grant.

6.3.5. *Conflict of Interest.* CRBRHA, ("CBDO"), must comply with the conflict of interest provision stated in 24 CFR 1003.606.

6.36. *Lead- Based Paint Poisoning Prevention.* CRBRHA, (“CBDO”), must comply with the lead-based paint poisoning prevention requirements of 24 CFR 1003.607.

6.3.7. *Use of Debarred, Suspended, or Ineligible Contractor,* CRBRHA, (“CBDO”), must comply with the prohibitions in 24 CFR Part 24, as well as any tribal requirements, with regard to the use of debarred, suspended, or ineligible contractor. (24 CFR 1003.608.).

## **7. AMENDMENTS**

This agreement may be amended by the CRBRHA, (“CBDO”), and the Tribe at any time providing that each amendment refers specifically to this agreement, is executed in writing, and is signed by an authorized representative of each organization. Such amendments shall not invalidate this agreement, or relieve or release either party from its obligations under the Agreement.

The Tribe may, at its discretion, amend this agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of service or schedule or, the activities to be undertaken as part of this Agreement, such modification will be incorporate only by written amendment signed by the Tribe and the CRBRHA, (“CBDO”).

## **8. SUSPENSIONS AND TERMINATION**

The tribe retains the right to suspend or terminate this Agreement, with written notice, should the CRBRHA, (“CBDO”), in any way materially fail to comply with any term of the Agreement (24 C.F.R. 85.43). This Agreement may also be terminated for convenience subject to the provisions set forth in 24 C.F.R. 85.44.

## **9. REVERSIONS OF ASSETS**

9.1. Return of funds and property. Upon the expiration of this agreement, the CRBRHA, (“CBDO”), shall transfer to the Tribe all funds on hand at the time of expiration of this Agreement, and all accounts received that are attributable to use of the funds. All property that was acquired or improved with the grant and is under the control of the CRBRHA, (“CBDO”), shall be returned to the Tribe, unless the property was previously owned by CRBRHA, (“CBDO”), as evidence by written documentation.

9.2 Continued use of Real Property for Grant Purposes. The CRBRHA, (“CBDO”), shall continue to use real property acquired or improved by the Grant, in excess of \$25,000, to fulfill the shelter needs of low-income families for a period not less than 25 years, and for low-income residents for not less than 25 years after expiration of the Agreement.

**10. SIGNATURES AND AUTHORITY**

Each of the signing officials represents, on behalf of their organization that they have been duly authorized by their Board of Directors or Tribal Council, to enter into and to execute this Agreement and commit to the performance of this contract obligation stated herein.

The Parties have executed this Agreement on the date(s) below:

**TRIBE: CHEESH'NA TRIBAL COUNCIL**

By: (b) (6) \_\_\_\_\_ Date: 05/17/2017  
Danielle Boston, President

**ATTEST:**

This Agreement was signed on the 28th day of March 2017, by Danielle Boston who is the duly appointed President of Cheesh'na Tribal Council, as authorized by the Tribal Council.

(b) (6) \_\_\_\_\_  
Witness

CRBRHA, Community (b) (6) Organization (CBDO)  
By: \_\_\_\_\_ Date: 5-17-17  
Teri Nutter, Executive Director



## **Cheesh'na Tribal Council**

P.O. Box 241  
Chistochina, AK 99586  
(907) 822-3503  
822-5179 Fax

### **Resolution 05-17**

**ENTITLED:** The Cheesh'na Tribal Council certifies the adoption of Copper River Basin Regional Housing Authority, CBDO's Financial Management control system for the purpose of the submission of the ICDBG grant application.

**WHEREAS** The Cheesh'na Tribal Council has appointed the Copper River Basin Regional Housing Authority as its Community Based Development Organization in accordance with 24 CFR, part 1003.

**WHEREAS** the Cheesh'na Tribal Council recognizes the essential element for the financial health of the CRBRHA is to development and use policies and procedures for the safe handling and investment of funds and particularly, controls on cash and;

**WHEREAS** without such policies and procedures, the Tribe and CRBRHA risks losing asset by theft and also increases the risks associated with errors in accounting records; and

**WHEREAS** these financial management policies and procedures are standard business procedures that will govern the investment of funds, handling of cash collections, cash disbursements, and capitalization of Tribes and CRBRHA assets; and

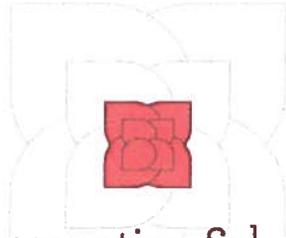
**NOW BE IT FURTHER RESOLVED THAT**, these policies and procedures govern the financial management and shall comply with the provisions of 24 CFR 85.20 and 2 CFR, Part 200 for the activities as outlined under the Indian Community Development Block Grant (ICDBG) that Copper River Basin Regional Housing Authority will administer and manage on behalf of Cheesh'na Tribal Council.

**CERTIFICATION**

This resolution was adopted by the Cheesh'na Tribal Council by a vote on this day 28<sup>th</sup> of February by a vote of 4 ayes and \_\_\_\_\_ nays.

**(b) (6)**  
\_\_\_\_\_  
President                      Date

**(b) (6)**                      2/28/17  
\_\_\_\_\_  
Secretary/Treasurer                      Date



**Alaska Accounting Solutions, INC.**  
*meeting alaskans accounting needs since 1989*

May 12, 2017

To Whom It May Concern:

During the fiscal year ended September 30, 2016, the Cheesh-Na Tribe did not expend \$750,000 or more in Federal awards, as that term is defined in the Single Audit Act of 1984 and in the Office of Management and Budget Circular A-133.

Sincerely,

**(b) (6)**

Jeanie Farley, CFO

T> 907 337 9192 F> 907 337 9197

W> [WWW.ALASKAACCOUNTING.COM](http://WWW.ALASKAACCOUNTING.COM)

4048 LAUREL STREET, STE 203, ANCHORAGE ALASKA 99508





## Cheesh'na Tribal Council

P.O. Box 241

Chistochina, AK 99586

### Resolution 06-17

**ENTITLED:** To adopt and certify the Copper River Basin Regional Housing Authority's procurements and contract management systems for the purpose of the Indian Community Development Block Grant Application.

**WHEREAS:** The Cheesh'na Tribal Council and Copper River Basin Regional Housing Authority have partnered to submit an Indian Community Development Block Grant application to construct 3 single family homes in Chistochina, Alaska that would increase homeownership opportunities for an eligible low to moderate income household.

**WHEREAS:** Both the Tribe and the regional housing authority recognizes the housing shortage in the community of Chistochina and with limited federal and state funding, the two organizations are collaborating to leverage their funding capacity to construct 3 single family homes.

**WHEREAS:** A requirement of the Indian Community Development Block Grant application is to demonstrate that the applicant has adequate procurement and contract management controls systems in place; and

**WHEREAS:** the Cheesh'na Tribal Council certifies the adoption Copper River Basin Regional Housing Authority's procurement and contract control management controls that are currently in effect.

**NOW THEREFORE BE IT RESOLVED** that the Cheesh'na Tribal Council also certifies the funds for this project will be managed in their entirety by the Copper River Basin Regional Housing Authority, which has adopted all proper and adequate controls which meet the requirements of 24 CFR part 1003 and 24 CFR Part 85 and 2 CFR part 200.

### CERTIFICATION

This resolution was adopted by the Cheesh'na Tribal Council by a vote on this day 28<sup>th</sup> day of February the results are: 4 AYES and \_\_\_\_\_ NAYS.

ATTEST:

**(b) (6)**

Tribal Council President

**(b) (6)**

Tribal Council Secretary

2/28/17



## Cheesh'na Tribal Council

P.O. Box 241

Chistochina, AK 99586

### Resolution 03-17

**ENTITLED:** To adopt and certify the Cheesh'na Tribal Council's Code of Conduct for the purpose of the Indian Community Development Block Grant Application.

**WHEREAS:** The Cheesh'na Tribal Council and Copper River Basin Regional Housing Authority have partnered to submit an Indian Community Development Block Grant application to construct single family homes in Chistochina, Alaska that would increase homeownership opportunities for an eligible low to moderate income household.

**WHEREAS:** Both the Tribe and the regional housing authority recognizes the housing shortage in the community of Chistochina and with limited federal and state funding, the two organizations are collaborating to leverage their funding capacity to construct 3 single family homes.

**WHEREAS:** A requirement of the Indian Community Development Block Grant application is to demonstrate that Cheesh'na Tribal Council has adopted and approved a Code of Conduct and is on file with the funding agency, Housing and Urban Development, under a previous grant submission.

**WHEREAS:** The Cheesh'na Tribal Council certifies through this resolution that the Council is operating under its approved and submitted Code of Conduct that is currently in effect.

**NOW THEREFORE BE IT RESOLVED** that the Cheesh'na Tribal Council also certifies it has adopted all proper and adequate controls which meet the requirements of 24 CFR part 1003 and 24 CFR Part 85.

### CERTIFICATION

This resolution was adopted by the Cheesh'na Tribal Council by a vote on this day 28<sup>th</sup> day of February, the results are: 4 AYES and \_\_\_\_\_ NAYS.

ATTEST:

(b) (6)

Tribal Council President

(b) (6)

Tribal Council Secretary

2/28/17

Attachment B  
Threshold Need Requirements  
Summary of Housing Needs Survey

**FY 2016 ICDBG RATING FACTOR 2 NEEDS TABLE \***

<b>Area ONAP</b>	<b>Tribe/Village</b>	<b>Dollar Amount</b>
ALASKA	Afognak	\$822
ALASKA	Agdaagux Tribe of King Cove	\$905
ALASKA	AHTNA, Incorporated	\$926
ALASKA	Akhiok	\$853
ALASKA	Akiachak	\$944
ALASKA	Akiak	\$1,042
ALASKA	Akutan	\$803
ALASKA	Alakanuk	\$973
ALASKA	Alatna	\$1,000
ALASKA	Aleknagik	\$854
ALASKA	Aleut Corporation	\$1,885
ALASKA	Algaaciq (St. Mary's)	\$1,272
ALASKA	Allakaket	\$1,009
ALASKA	Ambler	\$1,001
ALASKA	Anaktuvuk Pass	\$1,104
ALASKA	Andreafski	\$907
ALASKA	Angoon	\$729
ALASKA	Aniak	\$989
ALASKA	Anvik	\$954
ALASKA	Arctic Slope Regional Corporation	No Need
ALASKA	Arctic Village	\$1,166
ALASKA	Asa'Carsarmiut (Mountain Village)	\$869
ALASKA	Atka	\$828
ALASKA	Atmauthluak	\$1,098
ALASKA	Atqasuk (Atkasook)	\$1,450
ALASKA	Barrow	\$1,261
ALASKA	Beaver	\$930
ALASKA	Belkofski	No Need
ALASKA	Bering Straits Native Corporation	No Need
ALASKA	Bill Moore's Slough	No Need
ALASKA	Birch Creek	\$1,174
ALASKA	Brevig Mission	\$1,073
ALASKA	Bristol Bay Native Corporation	No Need
ALASKA	Buckland	\$991
ALASKA	Calista Corporation	No Need
ALASKA	Cantwell	\$797
ALASKA	Chalkyitsik	\$1,042
ALASKA	Chanega	\$1,574
ALASKA	Cheesh-Na	\$837
ALASKA	Chefornak	\$1,103
ALASKA	Chevak	\$975

# **CHISTOCHINA HOUSING NEEDS ASSESSMENT**

Copper River Basin Regional Housing Authority April 2017

# EXECUTIVE SUMMARY

## CHISTOCHINA OVERVIEW

The community of Chistochina is one of the eight communities served by the Copper River Basin Regional Housing Authority. It is located 45 miles northeast of the Copper River Basin Regional Housing Authority office which is centralized near Glennallen, AK. The economy is based on subsistence hunting and fishing and employment is largely seasonal. A vast majority (94%) of the 52 residents surveyed in the tribal community are Alaska Native/American Indian. The population is split closely male (48%) to female (52%). The community age range is also largely diversified with the median age of 31.

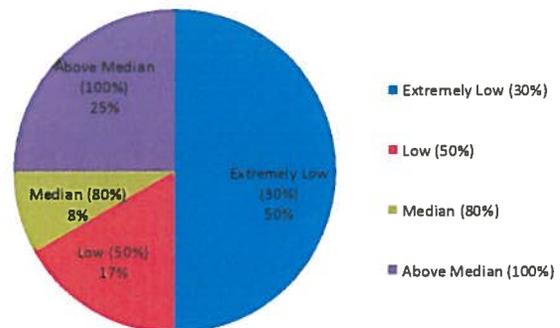
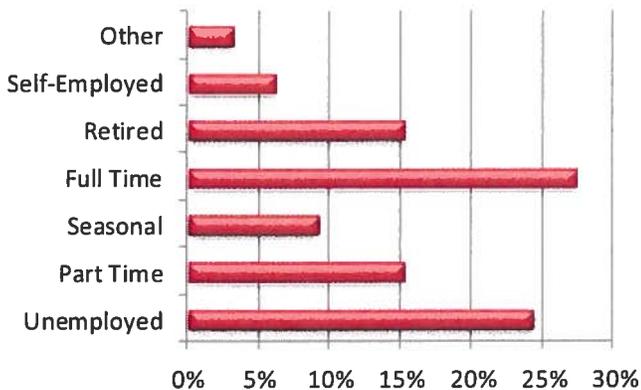
Resident Age	Percent of Population
Under 18	23%
18-36	30%
37-56	20%
Over 57	15%
Median age	31

## EMPLOYMENT & INCOME RANGE

Chistochina's unemployment rate is much higher than that of the State of Alaska's seven percent. Close to 25 percent of Chistochina residents over 18 are currently unemployed due, in part, to lack of work in the area and transportation issues. Another 25 percent are either employed part-time or seasonally.

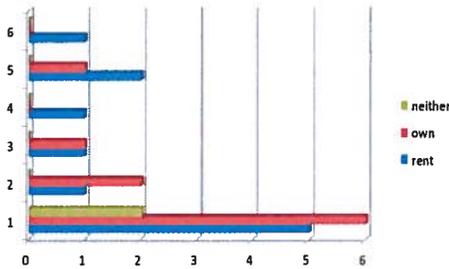
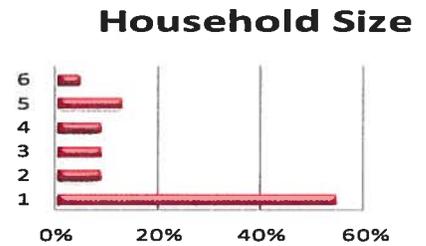
However, of the 24 households surveyed only one currently has no source of income. Also, only one household has two members both employed full-time. Five of the 24 residences have two sources of income.

The primary source of income in Chistochina ranges from employment, welfare, retirement, Social Security, disability, and corporation dividends. Based on current income and household size, 50 percent of households are considered to have extremely low income while only 33 percent of the families earn the Alaska median or above.



## HOUSEHOLD SIZE & OCCUPANCY STATUS

The primary household size in Chistochina is that of one individual which totals 55 percent of all residences. Although this is a considerable portion of the 24 households, it only accounts for 27 percent of the total population. Five member households are the next most common and account for 29 percent of the total population which makes it the largest group when examining individual residents.



According to the 2017 survey, 10 of the 24 households are either homeowners or are in the process of purchasing homes. Homeowners account for 42 percent of all households. From the 10 households in the homebuyer category, six were individual residents and on average over the median age of 31.

The remaining 14 households are predominantly housed in rental units (50%) while a small portion live with relatives (8%). Monthly payments vary by income and household size. The most common barriers to homeownership include: employment, income, and lack of suitable housing.

## HOUSING NEEDS & INADEQUACIES

Reportedly Chistochina members are experiencing a 25 percent rate of multi-family households, overcrowding of four percent, and 29 percent substandard living.

The multi-family household is often a single relative living with a family member or a grown child (over 18) still living at home.

The substandard living rate does not truly portray all of the homes without necessary facilities. Several of the elder population are forced to live in apartment rentals due to the condition and age of their own homes. Major repairs of 35,000 dollars and greater would be required to upgrade the current dwellings to include bathroom and kitchen facilities of 4 residences. Multiple residents have no running water or septic system. Other dwellings would need foundation work and insulation to adequately support a resident.

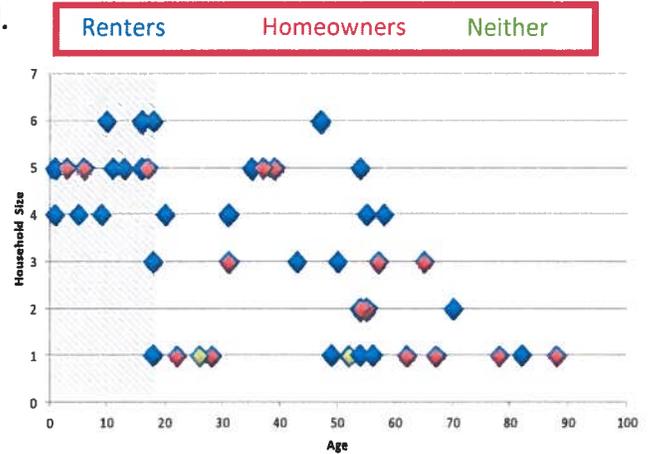
Minor repairs totaling 10,000 to 35,000 dollars would update 6 residences. Some of the mentioned repairs include: doors and windows, redoing the roof, broken pipes, and mold.

Most of those residing in Chistochina have lived at their current dwelling for over 21 years. As the size and financial needs of families change more often than that, some households are living in homes that don't fit their current needs.

## RECOMMENDATIONS

Based on household size and current age of family members, one bedroom homes would best suit those single members in their fifties. With multiple children nearing the age of adulthood, potential for need of single housing increases as well.

The one bedroom homes would serve more households but not the most people. Looking at the scatterplot graph (blue being those currently in rentals, red homeowners, and green neither), the most community members would be served by the building of larger homes such as three bedroom homes.



Upon review of the Chistochina Tribal Counsel

Housing Survey, The Copper River Basin Regional Housing Authority recommends homeownership for five of the households currently renting or living with relatives. Of these five households, two fall into the one bedroom need category and three fall into the three bedroom category. This recommendation is determined by current employment and income levels, as well as amount paid in monthly rent.

**COPPER RIVER BASIN REGIONAL HOUSING AUTHORITY**  
*Housing Needs Assessment*

***Personal Information***

Name (Head of Household) \_\_\_\_\_

Mailing Address \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ ZIP Code \_\_\_\_\_

Telephone (907) \_\_\_\_\_

Is this your primary address:  Yes  No If not, what is your primary address:

What are the circumstances for you NOT to be residing at your primary address?

Employment  Unemployment  Minor  Education  Family  Other

How long have you been at this address?

Under 1 year  1-5 yrs  6-10 yrs  11-15 yrs  16-20 yrs  21+ yrs

***Record Status/Ethnicity*** – It is important to document each individual’s “self-described” ethnicity, well as their country of origin and specific culture. For Native Americans and Alaskan Natives identify their specific ‘tribal’ affiliation as well as their ethnicity.

Name	Household Status	Marital Status	Date of Birth	Tribe/Ethnicity

**Employment**

	<i>Head</i>	<i>Spouse/Partner</i>
Full-time employment	<input type="checkbox"/>	<input type="checkbox"/>
Part-time employment	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal employment	<input type="checkbox"/>	<input type="checkbox"/>
Unemployed	<input type="checkbox"/>	<input type="checkbox"/>
Retired	<input type="checkbox"/>	<input type="checkbox"/>
Self-employed	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

**IMPORTANT** – If “unemployed”, provide the following information for both “head” and “spouse/partner”. Identify each applicable category that is limiting your employment opportunity.

	<i>Head</i>	<i>Spouse/Partner</i>
Physical/Psychological	<input type="checkbox"/>	<input type="checkbox"/>
Dependent Family Members	<input type="checkbox"/>	<input type="checkbox"/>
Seasonal Lay-off	<input type="checkbox"/>	<input type="checkbox"/>
No reliable transportation	<input type="checkbox"/>	<input type="checkbox"/>
No work available in the area	<input type="checkbox"/>	<input type="checkbox"/>
No desire at this time	<input type="checkbox"/>	<input type="checkbox"/>
Other _____	<input type="checkbox"/>	<input type="checkbox"/>

**Income** – Please provide the following information for all income sources:

<input type="checkbox"/> Employment	<input type="checkbox"/> Retirement, Pensions, Survivor
<input type="checkbox"/> Unemployment Insurance	<input type="checkbox"/> Veterans/Other Government Retirement
<input type="checkbox"/> Welfare – Transitional Assistance	<input type="checkbox"/> Corporation Dividends
<input type="checkbox"/> TANF/ or related program	<input type="checkbox"/> Interest, Dividends, Estate, Trust
<input type="checkbox"/> General Assistance	<input type="checkbox"/> Other _____
<input type="checkbox"/> Social Security	<input type="checkbox"/> No income source
<input type="checkbox"/> S.S.I (Supplemental)	

Based on the total number of individuals in your household please select the appropriate range of your total household income:

<p><b>1 Person</b></p> <input type="checkbox"/> \$0 – 18,150 <input type="checkbox"/> \$18,151 – 30,300 <input type="checkbox"/> \$30,301 – 41,700 <input type="checkbox"/> \$41,701 and higher	<p><b>2 Person</b></p> <input type="checkbox"/> \$0 – 20,500 <input type="checkbox"/> \$20,501 – 34,600 <input type="checkbox"/> \$34,601 – 47,700 <input type="checkbox"/> \$47,701 and higher
<p><b>3 Person</b></p> <input type="checkbox"/> \$0 – 23,350 <input type="checkbox"/> \$23,351 – 38,950 <input type="checkbox"/> \$38,951 – 53,650 <input type="checkbox"/> \$53,651 and higher	<p><b>4 Person</b></p> <input type="checkbox"/> \$0 – 25,950 <input type="checkbox"/> \$25,951 – 43,250 <input type="checkbox"/> \$43,251 – 59,600 <input type="checkbox"/> \$59,601 and higher

**5 Person**

- \$0 – 28,050
- \$28,051 – 46,700
- \$46,701 – 64,350
- \$64,351 and higher

**6 Person**

- \$0 – 30,100
- \$30,101 – 50,150
- \$50,151 – 69,150
- \$69,151 and higher

**7 Person**

- \$0 – 32,200
- \$32,201 – 53,650
- \$53,651 – 73,900
- \$73,901 and higher

**8 Person**

- \$0 – 34,250
- \$34,251 – 57,100
- \$57,101 – 78,650
- \$78,651 and higher

**Occupancy Status** Complete this section based on your present occupancy status – Owner, Rent, or Non Owner/Non-Renter.

**Homeownership** – Complete this section if you are buying your current dwelling.

Do you own the dwelling you are currently residing in?  Yes  No  Buying

Dwelling type:  House  Mobile  Other Describe \_\_\_\_\_

Do you have a mortgage, deed of trust, contract to purchase, or similar debt to THIS property?  Yes  No If Yes, identify which category applied to your dwelling:

- Mortgage, deed of trust, or similar debt
- Contract to purchase

Monthly mortgage amount \$ \_\_\_\_\_ (NOTE: Monthly mortgage amount includes all mortgages, contracts to purchase and home equity loans)

**Rent** - Complete this section if you are currently renting a dwelling.

Based on the total number of individuals in your household please select the appropriate range of your total household monthly rent payment:

**1 Person**

- \$0 – 453
- \$454 - 757
- \$758 – 1,042
- \$1,043 and higher

**2 Person**

- \$0 – 512
- \$513 – 865
- \$866 – 1,192
- \$1,193 and higher

- 3 Person**
- \$0 – 583
  - \$584 – 973
  - \$974 – 1,341
  - \$1,342 and higher

- 4 Person**
- \$0 – 648
  - \$649 – 1,081
  - \$1,082 – 1,490
  - \$1,491 and higher

- 5 Person**
- \$0 – 701
  - \$702 – 1,167
  - \$1,168 – 1,608
  - \$1,609 and higher

- 6 Person**
- \$0 – 752
  - \$753 – 1,253
  - \$1,254 – 1,728
  - \$1,729 and higher

- 7 Person**
- \$0 – 805
  - \$806 – 1,341
  - \$1,342 – 1,847
  - \$1,848 and higher

- 8 Person**
- \$0 – 856
  - \$857 – 1,427
  - \$1,428 – 1,966
  - \$1,967 and higher

Dwelling type:  House  Apartment  Mobile  Other \_\_\_\_\_

If renting, what are the barriers that you are not a homeowner?

- Lack of employment
- Lack of income
- Credit history
- Lack of affordable housing

**Non-Owner/Non Renter** – Check the one that best describes your current living arrangements?  Living with extended family  Living in available shelter

Present “Non Owner/Renter Circumstances: Provide “complete” description of circumstances. Example: *Living with parents in a single wide trailer, overcrowded and dilapidated.*

Explain: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If a non-owner/renter, please list the general reason:

- Unemployment
- Under employment and unable to afford home purchase or independent quarters
- Other \_\_\_\_\_

**Overcrowding** – See definitions below before completing this section.

**Livable Rooms** – For this section, include bedrooms, living rooms, kitchens, a separate dining room, and rooms in a finished basement. Do NOT include bathrooms, porches, balconies, entry areas, halls, or half rooms. Count multipurpose rooms only one time. For example: a kitchen and dining room combination, or a living room that is used as a bedroom at night.

**Overcrowding** – Overcrowding is determined by the number of “livable rooms” in a dwelling as well as the age/gender/relationship of the occupants. These are: One adult (or adult cohabitants unit), plus two minor children – per house would be “overcrowded”

**Family Unit** – Individual adults, or adult cohabitants and their dependents. Note that multiple “family units” may reside at one residence. Example: *A grandmother living with her daughter, son-in-law and 12 year old grandson, sharing a dwelling with an 18 year old granddaughter with a baby.* In this example, three survey forms should be completed for the three “family units” residing in one dwelling.

Number of livable rooms? \_\_\_\_\_

Number of rooms specifically used as bedrooms? \_\_\_\_\_

Is this dwelling “overcrowded” by definition above?  Yes  No

Are there multiple “family units” living in this dwelling?  Yes  No

If yes, how many family units? \_\_\_\_\_

**Property Status**

Identify the “property status” of your current residence:

Fee Status (taxed)  Trust Status (not taxed)

If you are living on “trust” property, identify the specific “trust” status:

Individual Allotment  Individual Assignment  Tribal Land

**Present Housing Condition**

What is the approximate age of your dwelling unit \_\_\_\_\_ years.

Do you have complete bathroom facilities? (hot/cold piped water, flush toilet, bathtub, or shower)  Yes  No

Do you have complete kitchen facilities? (hot/cold piped water, range/cook stove and refrigerator)  Yes  No

Provide the estimated yearly cost for utilities and/or fuels for this dwelling \$ \_\_\_\_\_

Are your utilities and/or fuel expenses included in your rent fees?  Yes  No

No utility/fuel expenses

List any "Major" repairs that are presently needed on this dwelling unit. Be complete when describing deficiencies. Example: *If listing roofing deficiencies, do not simply enter the word "roof". Describe in detail what is wrong with the roof – "Roof leaks badly, 25 years old" etc.* \_\_\_\_\_

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Based on the age and condition of the dwelling, estimate the approximate cost to bring this unit up to "standard" condition. Include "overcrowding" factors and potential costs for necessary additions.

- Good (\$1-\$5,000)
- Needs "Minor" Repairs (\$5,001-\$10,000)
- Needs "Major" Repairs (10,001-\$35,000)
- Exceeds \$35,000 and/or "not repairable"

SAMPLE

Attachment C

Resolution adopting Residential Construction Standards

Letter from Ahtna regarding land status

Site Control – Plat Map

Sample Ground Lease

Homeownership Occupancy Agreement



## **Cheesh'na Tribal Council**

P.O. Box 241  
Chistochina, AK 99586  
(907) 822-3503  
822-5179 Fax

### **Resolution 04-17**

**ENTITLED:** The Cheesh'na Tribal Council certifies the adoption of Copper River Basin Regional Housing Authority, sub-recipient's residential construction standards for the purpose of the ICDBG grant application.

**WHEREAS** The Cheesh'na Tribal Council has appointed the Copper River Basin Regional Housing Authority as its sub-recipient in accordance with 24 CFR, part 1003.

**WHEREAS** The Cheesh'na Tribal Council and Copper River Basin Regional Housing Authority are located in an unorganized borough, and therefore there are currently no established construction standards for the Copper River Basin; and;

**WHEREAS** as a result the Alaska Housing Finance Corporation is developed the Building Energy Efficiency Standards (BEES) , and CRBRHA and Cheesh'na Tribal Council has incorporated the BEES standards into this project; and

**WHEREAS** our partner, Copper River Basin Regional Housing Authority has incorporated the International Residential Building Codes and also utilizes the Alaska Housing Finance Corporations' Building Energy Efficiency Standards (BEES), as prescribed construction standards for approved new development and housing rehabilitation projects.

**NOW BE IT FURTHER RESOLVED THAT**, by Cheesh'na Tribal Council that the following construction standards, as prescribed by the State of Alaska statutes are adopted for the project as tribal building codes, effective immediately:

- 2012 International Residential Building Codes
- 2012 International Energy Conservation Code
- Alaska Housing Finance Corporation – Building Energy Efficiency Standards
- 2002 Electrical NEC Codes
- 2000 Uniform Fire Code
- 2000 International Plumbing Code
- 2000 International Mechanical Code

### **CERTIFICATION**

This resolution was adopted by the Cheesh'na Tribal Council by a vote on this 28th day of February.

(b) (6)

President

02/28/17

Date

(b) (6)

Secretary/Treasurer

2/28/17

Date

Corporate Headquarters  
PO Box 649  
Glennallen, Alaska 99588  
Office: (907) 822-3476  
Fax: (907) 822-3495



Anchorage Office  
110 W 38<sup>th</sup> Avenue, Suite 100  
Anchorage, Alaska 99503  
Office: (907) 868-8250  
Fax: (907) 868-8285

*Our Culture Unites us; Our Land Sustains us; Our People are Prosperous*

May 10, 2017

Danielle Boston, President  
Cheesh'na Tribal Council  
P.O. Box 241  
Gakona, AK. 99586  
Sent Via Email: Cecil Sanford [csanford@cheeshna.com](mailto:csanford@cheeshna.com)

**Re: New Housing Lease Status**

Dear Ms. Boston:

We received your request for a 50-year property lease on Lots No. 1; 2; and 5 within the Cheesh-na Subdivision (map attached) in late February 2017.

In March 2017 the Cheesh-na Successor Village Organization (SVO), representing the former ANCSA Village Corporation of Cheesh-na approved a 50-year lease of the subject property to the Native Village of Cheesh-na.

On May 10, 2017 the Ahtna Land Committee approved a 50-year lease for the property to the Village of Cheesh-na.

Through the Ahtna, Inc. Policies and Procedures the full Ahtna, Inc. Board approval is required before a property lease can be issued. The Ahtna, Inc. Board has always followed the guidance from the SVO and Ahtna Land Committee regarding native village housing lease requests and their approval is rather a formality.

The next Ahtna, Inc. Board meeting is scheduled for June 1, 2017 however, we are certain there will be no objection and full support for the property lease and have already drafted a copy of the lease to be issued in early June 2017.

Sincerely,

(b) (6)

Joe Bovee

VP Land and Resources



## GROUND LEASE

THIS LEASE ("Lease") is made and entered into effective \_\_\_\_\_, 2017 (the "Effective Date"), by and between CHEESH'NA TRIBAL COUNCIL, whose address is SR BOX 241, Gakona, Alaska 99586, and ("Lessor"), and COPPER RIVER BASIN REGIONAL HOUSING AUTHORITY, whose address is P.O. Box 89, Glennallen, Alaska 99588 ("Lessee").

The parties agree as follows:

### 1. Premises.

The Lessor is the owner of the real property legally described on Attachment A to this Ground Lease, which Attachment is incorporated herein (the "Premises").

### 2. Lease of Premises.

Lessor hereby leases the Premises to Lessee and Lessee hereby leases the Premises from Lessor for the purpose of construction and occupancy of a residence (the "Home") under a program provided by the Copper River Basin Regional Housing Authority.

### 3. Initial Term; Option to Extend.

(a) The initial term of this Lease shall be FIFTY (50) years commencing upon the Effective Date.

(b) Lessor grants to Lessee, subject to the conditions set forth below, the right and option to extend the term of this Lease for a period of FIFTY (50) years, beginning on expiration of the initial term, and a second right and option to extend the term of this Lease for a period of FIFTY (50) YEARS, beginning on the expiration of the first option to extend.

(1) Any extension term shall be subject to all of the terms and conditions contained in this Lease.

(2) Each option shall be deemed exercised by Lessee automatically unless prior to the then-existing term Lessee provides written notice to Lessor that Lessee does not desire to extend the term of this Lease.

(c) As used in this Lease, the expression "term of this Lease" refers to the initial term and to any

renewal of this Lease.

**4. Rent.**

(a) The rent for the Premises shall be ONE DOLLAR (\$1.00) per year payable upon commencement of this Lease and upon each anniversary date thereafter, including during any renewal term. Lessee may pre-pay rent for the entire term upon execution of this Lease and may pay the rent for an entire extension term in advance at any time.

(b) This is an absolute triple net lease, and Lessor shall not be required to provide any services or do any act with respect to the Premises except as may be specifically provided herein.

**5. Taxes, Assessments, and Charges Treated as Additional Rent.**

(a) Lessee agrees to pay promptly to the public authorities charged with collection thereof, as the same become due and payable, all taxes, assessments (general and special), permit, inspection and license fees, and other public charges, whether of a like or different nature, levied upon or assessed against the Premises and any buildings, structures, fixtures, or improvements hereafter located thereon. Said charges include but are not limited to municipal sales taxes, real property taxes, and personal property taxes, if any.

(b) Lessee agrees to exhibit to Lessor, within a reasonable time after demand, receipts evidencing Lessee's payment of all such taxes, assessments, and public charges.

**6. Utility Service.** Lessee shall furnish electricity, sewer, and water services to the Premises during the term of this Lease and any extension thereof if Lessee desires such services.

**7. Covenant of Quiet Enjoyment.**

Lessor covenants that Lessor is seized of the Premises in fee simple and has full right to make and enter into this Lease and that Lessee shall have quiet and peaceable possession of the Premises during the term of this Lease and during any renewal terms.

**8. Use of Premises.**

Lessee shall at all times use and manage the Premises for residential purposes. Lessee's use also may include use of the Premises to operate a home-based business.

**9. Compliance with Laws.**

During the term of this Lease, Lessee shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty on Lessor or forfeiture of Lessor's title to the Premises.

**10. Lessor's Entry Upon Premises.**

Lessee shall permit Lessor and the agents and employees of Lessor to enter upon and into the Premises

at all reasonable times for the purpose of inspecting the Premises, so long as that right is exercised reasonably, in good faith, and in a manner that does not interfere with Lessee's use of the Premises.

**11. Encumbrance of Leasehold Interest and Improvements.**

(a) Lessee may encumber by mortgage or deed of trust, or may permit liens as required pursuant to any grant or federal, state or local law under which funding is provided to Lessee against (collectively "Encumbrance") its leasehold interest in the Premises, together with all improvements thereon, as security for any indebtedness or other obligation of Lessee. The execution of any Encumbrance, or the foreclosure of any Encumbrance or the sale, either by judicial proceedings or by virtue of any power reserved in an Encumbrance or by conveyance by Lessee to the holder of the indebtedness, or the exercise of any right, power, or privilege reserved in any Encumbrance shall not be held as a violation of any of the terms or conditions of this Lease, or as an assumption by the holder of the indebtedness personally of the obligations of this Lease.

(b) An Encumbrance shall not be subordinate to the interest of Lessor in the Premises if the Encumbrance is given in connection with the construction of the Home by the Copper River Basin Regional Housing Authority.

**12. Subletting; Assignment.**

Lessee may sublet the Premises in whole or in part, and may assign this Lease and its interest in the Premises, without Lessor's consent.

**13. Maintenance and Repairs; Damage to Premises.**

(a) Maintenance of Premises. Lessee shall be solely responsible for maintaining the Premises.

(b) Compliance with Laws. Lessee shall be responsible for ensuring compliance with all federal, state, municipal, and other governmental statutes, ordinances, laws, and regulations affecting the Premises, the improvements on or any activity or condition on or in the Premises.

**14. Surrender of Premises; Ownership of the Home.**

(a) Lessee shall pay the rent and all other sums required to be paid by Lessee under this Lease in the amounts, at the times, and in the manner provided in this Lease, and shall keep and perform all the terms and conditions on its part to be kept and performed. At the expiration or earlier termination of this Lease, Lessee shall peaceably and quietly quit and surrender to Lessor the Premises, in good order and condition, normal wear and tear excepted, subject to the other provisions of this Lease.

(b) Except as may be otherwise agreed in writing by Lessee or Lessee elects to abandon the Home to Lessor, Lessee shall own the Home upon expiration or earlier termination of this Lease and shall have the right to remove the Home from the Premises.

**15. Default.**

a. Lessor shall not be deemed to be in default under this Lease in the performance or nonperformance of any of its obligations under this Lease unless Lessee shall first give to Lessor fifteen (15) days written notice of the default and Lessor fails to cure the default within the fifteen (15) day period.

b. Lessee shall not be deemed to be in default under this Lease in the payment of rent or its performance or nonperformance of any other obligation under this Lease unless Lessor shall first give to Lessee sixty (60) days written notice of the default and Lessee fails to cure the default within the sixty (60)-day period, or, if the default is of such a nature that it cannot be cured within sixty (60) days, Lessee fails to commence to cure the default within the period of sixty (60) days or fails thereafter to proceed to cure the default with all possible diligence.

**16. Remedies.**

In the event of any default under this Lease by either party, the other party shall have the right to exercise all remedies conferred by law.

**17. Waiver.**

(a) The waiver by either party of, or the failure of either party to take action with respect to any breach of any term, covenant, or condition contained in this Lease shall not be deemed to be a waiver of such term, covenant, or condition, or subsequent breach of the same, or any other term, covenant, or condition contained in this Lease.

**18. Hold Over.**

Any holding over after the expiration of the term of this Lease, with the consent of Lessor, shall be construed to be a tenancy from year-to-year, at the same rental as required to be paid by Lessee for the period immediately prior to the expiration of the term of this Lease, and shall otherwise be on the terms and conditions specified in this Lease, so far as applicable.

**19. Applicable Law.**

It is agreed that this Lease shall be governed by, construed, and enforced in accordance with the laws of the State of Alaska.

**20. Integration.**

This Lease shall constitute the entire Lease between the parties. Any prior understanding or representation of any kind preceding the date of this Lease shall not be binding upon either party except to the extent incorporated in this Lease.

**21. Amendment.**

Any modification of this Lease or additional obligation assumed by either party in connection with this Lease shall be binding only if evidenced in a writing signed by each party or an authorized

representative of each party.

**22. Binding Effect.**

The covenants and conditions contained in this Lease shall, subject to the provisions as to assignment, transfer, and subletting, apply to and bind the successors, administrators, and assigns of all of the parties to this Lease. All of the parties shall be jointly and severally liable under this Lease.

**23. Notice.**

All notices required or permitted in this Lease shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered or certified mail, postage prepaid, and addressed as follows:

To Lessor:

Cheesh'na Tribal Council  
SR Box 241  
Gakona, Alaska 99586  
Attn: President

To Lessee:

Copper River Basin Regional Housing Authority  
P.O. Box 89  
Glennallen, Alaska 99588  
Attn: Executive Director

The address for notice for either party may be changed by written notice given by that party to the other party as above provided.

**24. Recording.**

This Lease may be recorded at the election of Lessee. Alternatively, Lessor agrees to execute a Memorandum of Lease for recording if requested by Lessee.

**25. Counterparts.**

This Lease may be executed in one or more counterparts, which taken together as a whole, shall constitute one and the same agreement.

LESSEE: COPPER RIVER BASIN REGIONAL HOUSING AUTHORITY

By: \_\_\_\_\_  
Its: \_\_\_\_\_

LESSOR: CHEESH'NA TRIBAL COUNCIL

By: \_\_\_\_\_  
Its: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, by Danielle Boston, President of Cheesh'na Tribal Council, on behalf of the corporation.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

STATE OF ALASKA                    )  
  ) ss  
THIRD JUDICIAL DISTRICT        )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, by TERI NUTTER, Executive Directors of Copper River Basin Regional Housing Authority a resident of the Third Judicial District, State of Alaska.

\_\_\_\_\_  
Notary Public in and for the State of Alaska  
My Commission Expires: \_\_\_\_\_

Attachment "A"  
'PREMISES'

Lot 1, Lot 2, and Lot 5 of a subdivision and replat of parcel 1 (Plat No. 97-01), and portions of interim conveyance No. 235 and Patent No. 50-79-0146, and the vacation of section lines and lot lines as indicated. Located within surveyed sections 4 and 9 and unsurveyed sections 3 and 10, all within T9N, R4E, Copper River Meridian, containing 401.84 acres, Chitina Recording District.

# Affordable Housing And Occupancy Agreement

This AHO Agreement has been revised to reflect changes since the passing of the Native American Housing Assistance and Self Determination Act ("NAHASDA") as well as changes in the administrative procedures of the Copper River Basin Regional Housing Authority.

The Copper River Basin Regional Housing Authority Admissions & Occupancy Policy (most recent revision) governs the implementation and administration of this Agreement and by this reference is incorporated herein.

	<b>Contents</b>	<b>Page</b>
Article I	Parties; Definitions	2
Article II	Change In Income	3
Article III	Commencement of Occupancy	3
Article IV	Inspections, Responsibility for Items Covered by Warranty;	3
Article V	Homebuyer Payments	3
Article VI	Maintenance, Utilities, and Use of Home	4
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Article XI	Succession Upon Death of Mental Incapacity	8
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**Copper River Basin Regional Housing Authority Affordable Housing & Occupancy Policy.** The CRBRHA policy that governs implementation and administration of the Affordable Housing Program.

**Home.** The dwelling unit covered by this AHO Agreement.

**Homebuyer.** The person(s) who has executed this AHO Agreement and who has not yet achieved homeownership.

**AH Program.** The Affordable Housing Homeownership Opportunity Program.

**NAHASDA.** Native American Housing Assistance and Self-Determination Act.

**CRBRHA**

**Subsequent Homebuyer.** Any homebuyer other than the homebuyer who first occupies a home pursuant to a AHO Agreement.

**CRBRHA.** Tribally Designated Housing Entity. An entity that is authorized to engage in or assist in the development and operation of low income housing for Alaska Natives by operation of State law providing specifically for housing authorities for Alaska Natives, including regional housing authorities in the State of Alaska. In this Agreement, the CRBRHA is the Copper River Basin Regional Housing Authority.

**CRBRHA Homeownership Financing.** CRBRHA financing for purchase of a home by an eligible homebuyer who gives the CRBRHA a promissory note and mortgage for the balance of the purchase price.

**MPA.** Maintenance Payment Account. A homebuyer account in the AH Program credited with the amount of any periodic occasional voluntary payments in excess of the required monthly payments.

## Article II - Special Provisions

### 2.1 Home Ownership Counseling.

The CRBRHA shall provide counseling to homebuyers in accordance with this section. The purpose of the counseling program shall be to develop:

- (a) A full understanding by homebuyers of their responsibilities as participants in the AH Program;
- (b) Ability on their part to carry out these responsibilities; and
- (c) A cooperative relationship with the other homebuyers. All homebuyers shall be required to participate in and cooperate fully in all official pre-occupancy and post-occupancy counseling activities. Failure without good cause to participate in the program shall constitute a breach of this Agreement and may constitute cause for termination and ejection from the premises, if necessary.

### 2.2 Mandatory Counseling.

If the Housing Authority becomes aware of circumstances that may adversely affect the Homebuyer's ability to comply with the terms of this Agreement, it may, in its discretion, require the Homebuyer to comply with a request for mandatory counseling. Notice of mandatory counseling shall be in writing.

### 2.3 Drug Use and Criminal Acts.

A household member's conviction of either a drug-related offense, or any criminal act that threatens and impairs the physical or social environment of the home and/or housing development or the peaceful enjoyment of other residents, constitutes a default under this Agreement and subjects the Homebuyer to termination under Article XI of this Agreement. A household member's drug-related or criminal conduct may also place the Homebuyer in default under Section 7.4(a) of this Agreement, resulting in termination regardless of whether there is a conviction.

**2.4 Misleading or Fraudulent Statements, Misrepresentations and Withholding Information.** Any false, misleading, or fraudulent statement made in a prospective Homebuyer's application is a default under this Agreement. Misrepresentation or withholding of information when applying for admission is a default under this Agreement.

### 2.5 Assignment

This Agreement is personal to the Homebuyer, and no portion of this Agreement may be sold or assigned except upon written approval of the Housing Authority, which approval may be granted, in the Housing Authority's sole discretion, if the Housing Authority determines that the proposed assignment is consistent with the Eligibility section in CRBRHA's Admissions and Occupancy policy, the proposed assignee is eligible under the program, and the proposed assignee's occupancy would further the purposes of the housing development of which the home is part.

### 2.6 Equity

The Homebuyer acknowledges that this Agreement is being made in connection with a home ownership program that allows the Housing Authority to sell the Home to the Homebuyer for less than its fair market value and/or to allow the Homebuyer to actually pay less than the full purchase price of the Home. Under this Program, for purposes of amortizing the purchase of the Home, the Homebuyer's monthly payments are treated as maximum monthly payments even though the monthly payments are less than the actually would be required to pay the purchase in full over the twenty-five (25) year amortization of the purchase price. The Homebuyer understands and agrees that the difference between the fair market value of the

Home and the purchase price for the Home is not "equity" attributable to or owned by the Homebuyer unless and until the Homebuyer has purchased the Home, and further understands and agrees that the reduction of the purchase price balances not attributable to the Homebuyer's actual monthly payment is not "equity" attributable to or owned by the Homebuyer unless and until the Homebuyer has purchased the Home.

The Homebuyer agrees that unless and until the Homebuyer purchases the Home, the Homebuyer has no equity and equitable interest in the Home, and that upon termination of this agreement before the Homebuyer purchases the Home, the Homebuyer is not entitled to compensation or reimbursement of any kind, as set forth in Article 11.5. In the event a court should determine, notwithstanding the provisions of this Agreement, that the Homebuyer does have an equitable interest in the Home under this Agreement, the Homebuyer agrees that the measure of value for that equitable interest would be calculated by first determining the amortization of the purchase price that would have occurred given the actual monthly payments made by the Homebuyer, applying the monthly payments first, insurance and other assessments, then to accrued interest, and then to the principal. The "equity" then would be the difference between the computed-balance of the purchase price, plus accrued interest and other payables, and the ten-current fair market value of the Home.

## Article III - Down Payment and Processing Fee.

### 3.1 Down Payment and Processing Fee.

The Homebuyer must make a \$1,500 payment prior to occupancy. Payments may be made an Indian tribe on behalf of the Homebuyer. The payment will be applied as follows:

- (a) A \$1,000 down payment will be applied to reduce the purchase price of the Home by that amount; and
- (b) \$500 processing fee will be applied to compensate the housing authority for the costs associated with processing the Homebuyer's application.

In the event the required payment is not made by the date of occupancy availability, defined in Article IV, the Down Payment will be returned, but CRBRHA will retain any and all portions of the processing fee, and this Agreement will terminate.

### 3.2 Disposition of Down Payment on Termination

If this Agreement is terminated for any reason after occupancy, no portion of the Down Payment will be refunded.

## Article IV - Inspections: Responsibility for Items Covered by Warranty.

### 4.1 Inspection before Move-in and Identification of Warranties. (New Construction Only)

- (a) To establish a record of the condition of the home on the date of Occupancy, the homebuyer (including a subsequent homebuyer) and the CRBRHA shall make an inspection of the home as close as possible to, but not later than, the date the homebuyer takes occupancy. (The record of this inspection shall be separate from the certificate of completion, but the inspections may, if feasible, be combined.) After the inspection, the CRBRHA representative shall give the homebuyer a signed statement of the condition of the home and equipment and a full written description of all homebuyer responsibilities. The homebuyer shall sign a copy of the statement, acknowledging concurrence or stating objections; and any differences shall be resolved by the TDHE and a copy of the signed inspection report shall be kept at the CRBRHA's office.

b) Within 30 days of commencement of occupancy of the home, the TDHE shall furnish the homebuyer with a list of applicable contractors', manufacturers' and suppliers' warranties indicating the items covered and the periods of the warranties, and stating the homebuyer's responsibility for notifying the CRBRHA of any deficiencies that would be covered under the warranties.

**4.2 Inspections during contractors' warranty periods, responsibility for items covered by contractors', manufacturers' or suppliers' warranties. (New Construction Only)**

In addition to inspection required under Section 4.1(a), the CRBRHA will inspect the home regularly in accordance with paragraph 6.3(a). However, it is the responsibility of the homebuyer, during the period of the applicable warranties, to promptly inform the TDHE in writing of any deficiencies arising during the warranty period (including manufacturers' and suppliers' warranties) so that the TDHE may enforce any rights under the applicable warranties. If a homebuyer fails to furnish such a written report in time, and the TDHE is subsequently unable to obtain redress under the warranty, correction of the deficiency shall be the responsibility of the homebuyer.

**4.3 Annual Inspections.**

The TDHE shall perform inspections annually in accordance with Section 6.3(a).

**4.4 Inspection Upon Termination of Agreement.**

If this Agreement is terminated for any reason after commencement of occupancy, the TDHE shall inspect the home, after notifying the homebuyer of the time for the inspection, and shall give the homebuyer a written statement of the cost of any maintenance work required to put the home in satisfactory condition for the next occupant.

**4.5 Homebuyer Permission for Inspections; Participation In Inspections.**

The homebuyer shall permit the CRBRHA to inspect the home at reasonable hours and intervals during the period of this Agreement in accordance with rules established by the CRBRHA. The homebuyer shall be notified of the opportunity to participate in the inspection made in accordance with this section.

**Article V - Commencement of Occupancy**

**5.1 Notice of Completion of Home**

(a) Upon (i) the Housing Authority's acceptance of the notice of completion by the contractor; (ii) the Homebuyer's compliance with all requirements for occupancy, including payment of the down payment and processing fee; and (iii) the Homebuyer's completion of Homeownership counseling under Article II of this Agreement; the Homebuyer will be notified by phone that the Home is available for occupancy as of a date specified in the notice ("Date of Occupancy Availability")

(b) If the Housing Authority determines that the Homebuyer has failed to meet all of the requirements for occupancy, including payment of the Down payment and processing fee and the fulfillment of mandatory Homebuyer counseling under Article II of this Agreement, the Homebuyer will be notified in writing. The notice will specify the date by which all requirements must be satisfied and advise the Homebuyer that the Agreement will be terminated and a

substitute Homebuyer will be selected if the requirements are not satisfied.

**5.2 Terms of Agreement**

This Agreement expires: (i) twenty-five (25) years from Date of Occupancy Availability, plus one month extension for each month in which amortization is suspended, but not to exceed a total of 318 months; (ii) when the Homebuyer purchases the Home under Article X of this Agreement; or (iii) when this Agreement is terminated under Article XI of this Agreement, whichever occurs first.

**Article VI - Grant of Possession; Lease**

**6.1 Grant Possession.**

At the time of occupancy, the Housing Authority, grants to Homebuyer, subject to all the terms and conditions of this Agreement and all covenants and restrictions of record applicable to the Home, the possession, use and quiet enjoyment of the Home during the period of this Agreement, as well as the opportunity to achieve ownership of the Home.

**6.2 Lease.**

The Home may not be leased, rented or otherwise made available to another party without the express written approval of the Housing Authority, which approval may be granted, in the Housing Authority's discretion, if the Housing Authority determines that the proposed lease is consistent with the Eligibility, Admissions and Occupancy Policies, the proposed lessee is qualified, and the proposed lessee's occupancy would further the purposes of the housing development of which the Home is part. Notwithstanding any provision of this section to the contrary, in the event that the Housing Authority consents to a lease.

(a) The rights, duties and obligations surrounding the purchase of the Home shall remain with the Homebuyer, and the lessee shall have no rights or privileges of any kind with respect thereto; and

(b) Upon the effective date of the lease, and for so long as to the lease remains in force, the monthly payment due to the Housing Authority shall continue to be based on the Homebuyer's adjusted household annual income. Rental income from the lessee to the Homebuyer shall be included in the homebuyer adjusted household annual income; however, the Housing Authority, in its sole discretion reserves the right to add the fair market rental value of the Home, rather than the actual rental received, to the Homebuyer's adjusted household income.

**Article VII - Homebuyer Monthly Payments**

**7.1 Establishment of Monthly Payment.**

The monthly payment will be \$700.00 monthly payment ("required monthly payment") as determined by the CRBRHA and approved. CRBRHA's Board of Commissioners.

The required monthly payment may be subject to change in accordance with CRBRHACRBRHA policies. The Copper River Basin Regional Housing Authority reserves the right to re-evaluate the minimum mortgage payment to adequately cover the administrative costs. CRBRHA will not charge more than 30% of the family's adjusted annual income

**7.2 Adjustments after Assignment**

If this agreement is assigned to another person eligible under the program under Article 2.5, above, upon the effective date of the assignment, the monthly payment shall

be based on the assignee's adjusted household annual income.

### **7.3 Homebuyer Payment Collection Policy.**

The CRBRHA shall establish and adopt written policies governing AHO Agreements, and use its best efforts to obtain compliance to assure the prompt payment and collection of required homebuyer payments. A copy of the policies shall be posted prominently in the CRBRHA office, and shall be provided to the homebuyer upon request. By this reference, the CRBRHA policies governing AHO Agreements are incorporated herein and made a part of this document.

## **Article VIII - Maintenance, Utilities, and Use of Home**

**8.1** The CRBRHA is not responsible for maintenance of home. The maintenance of the home is the homebuyer's full responsibility. The Homebuyer acknowledges and agrees that the Housing Authority's maintenance obligations, if any, for other properties in other program, have no application to this program or to the Home, and the maintenance policies that may apply to other properties in other programs have no application to this program or to the Home.

### **8.2 Special Provision for AHO projects.**

For an AHO Project, the written maintenance policies shall contain provisions on at least the following subjects:

- (a) The responsibilities of homebuyers for maintenance and care of their dwelling units and common property;
- (b) Providing advice and technical assistance to homebuyers and to enable them to meet their maintenance responsibilities;
- (c) CRBRHA inspections of homes and common property;
- (d) Procedures for CRBRHA performance of homebuyer maintenance responsibilities (where homebuyers fail to satisfy such responsibilities), including procedures for charging the homebuyer's proper account for the cost thereof;
- (e) Special arrangements, if any, for obtaining maintenance services from outside workers or contractors; and
- (f) Procedures for charging homebuyers for damage for which they are responsible.

### **8.3 CRBRHA Responsibility In AH Project.**

- (a) The CRBRHA shall enforce those provisions of this Agreement under which the homebuyer is responsible for maintenance of the home. The CRBRHA has overall responsibility for assuring that the housing is being kept in decent, safe, and sanitary condition, and that the home and grounds are maintained in a manner that will preserve their condition, normal wear and tear excepted. The CRBRHA shall conduct a complete interior and exterior examination of each home at least once a year, and shall furnish a copy of the inspection report to the homebuyer. The Homebuyer shall take appropriate action, as needed, to remedy conditions shown by the inspection, including steps to assure performance of the homebuyer's obligations under this Agreement. The CRBRHA may inspect the home once every three years, in lieu of annual inspection where the homebuyer:
  - (1) Is in full compliance with the original terms of this Agreement, including payments, and
  - (2) The home is maintained in decent, safe, and sanitary condition, as reflected by the last inspection by the CRBRHA. However, at any time the CRBRHA determines that the homebuyer is not

in compliance with this Agreement, it must reinstitute annual inspections.

### **8.4 Homebuyer's Responsibility in AH Program.**

- (a) The homebuyer shall be responsible for routine and non-routine maintenance of the home, including all repairs and replacement including maintenance necessitated by damage from any cause and from normal wear and tear. The Housing Authority shall not be obligated to pay for or provide any maintenance of the Home other than the correction of warranty items reported during the construction warranty period as defined by the construction contract governing the Home. (New construction only.)
- (b) Homebuyer's Failure to Perform Maintenance.
  - (1) Failure of the Homebuyer to perform all required or reasonably necessary routine or non-routine maintenance to the Home constitutes a default under the terms of this Agreement and is grounds for termination under Article XI of this Agreement.
  - (2) If the condition of the Home creates a hazard to the life, health or safety of the occupants, or if there is a risk of damage to the Home if the condition is not corrected in a timely manner, this will be a default under the terms of this Agreement and grounds for termination under Article XI of this Agreement.

### **8.5 Homebuyers Responsibility for Utilities.**

The homebuyer is responsible for furnishing and paying for all utilities necessary to properly maintain the home. The Homebuyer's inability or failure to maintain proper utilities for the home constitutes default and is grounds for termination of this Agreement. In the event that the Homebuyer fails to furnish and/or maintain utility service to the Home, CRBRHA may, at its sole discretion and whether or not this Agreement is terminated, pay any past dues utility bills, transfer service into CRBRHA's name, and/or take any other action pertaining to the utilities that it deems appropriate and charge the cost of utilities and any associated costs to the Homebuyer.

### **8.6 Obligations with Respect to Home and Other Persons and Property.**

- (a) The homebuyer shall agree to abide by all provisions of this Agreement concerning homebuyer responsibilities, occupancy and use of the home.
  - (1) To use the Home as the primary residence for him/herself and the members of his/her household as listed on the application.
  - (2) To abide by the Admissions and Occupancy policies adopted by the Housing Authority either in effect at the time of execution of this Agreement or promulgated or amended in the future. Housing Authority policies applicable to use of occupancy of the Home are incorporated into this Agreement as fully as though each were expressly set out herein. Continued occupancy of the Home following issuance or amendment of a Housing Authority policy constitutes the Homebuyer's acceptance of such policy as an amendment to this Agreement. Such policies will be available at the Housing Authority office and provided to the Homebuyer.
  - (3) To comply with all obligations imposed upon Homebuyers by applicable provisions of building and housing codes materially affecting health and safety.
  - (4) To keep the Home and grounds in a clean, safe and sanitary condition.

(5) To dispose of all ashes, garbage, rubbish and other waste from the Home in a safe and sanitary manner.

(6) To use in a reasonable manner all electrical, plumbing, sanitary and heating facilities.

(7) To refrain from, and to cause the Household and guest to refrain from destroying, defacing, damaging, or removing any part of the Home or housing development.

(8) To conduct him/herself, and to cause other persons who are on the premises with his or her consent to conduct themselves, in a manner that will not disturb any neighbors' peaceful enjoyment of their accommodations and will be conducive to maintaining the Home in a decent, safe and sanitary condition.

(9) To refrain from illegal or other activity that impairs the physical or social environment or peaceful enjoyment of other residents of the Home.

(b) The homebuyer may request the CRBRHA's permission to operate a small business in the unit. The CRBRHA shall grant this authority where the homebuyer provides the following assurances and may rescind this authority upon violation of any of the following assurances:

(1) The unit will remain the homebuyer's principal residence;

(2) The business activity will not disrupt the basic residential nature of the housing site; and

(3) The business will not require permanent structural changes to the unit that could adversely affect a future homebuyer's use of the unit.

(4) The homebuyer will purchase Comprehensive General Liability Insurance with limits set by the Housing Authority, listing the Housing Authority as an additional insured and providing for 30 days' notice to the Housing Authority of termination or changes in coverage.

(5) The Homebuyer will obtain all necessary and required State and Federal licenses and/or permits.

The CRBRHA may rescind such authority whenever any of the above assurances are violated.

(c) The homebuyer must use the home as his/her principal residence. Any absence by the homebuyer in excess of 30 days shall be grounds for termination of this Agreement. The CRBRHA may grant permission for extended absences for such things as medical treatment and education upon written request by the homebuyer and assurances that the home will be safe-guarded during the extended absence.

#### **8.7 Structural Changes; Fixtures**

(a) A homebuyer shall not make any structural changes in or additions to the home unless the CRBRHA has determined that such change would not:

(1) Impair the value of the home, the surrounding homes, or the project as a whole; or

(2) Affect the use of the home for residential purposes.

(b) Additions to the home include, but are not limited to, energy-conservation items such as solar panels, wood-burning stove flues and insulation. Any changes made in accordance with this section shall be at the homebuyer's expense, and in the event of termination of this Agreement the homebuyer shall not be entitled to any compensation for such changes or additions, nor may Homebuyer remove any of the additions without the express written permission of the Housing Authority. During the term of this Agreement, and thereafter upon termination, and unless and until the Homebuyer exercise the option to purchase and acquires title to the home, any addition or alteration remains the property of the Housing Authority.

(c) Upon installation by the Homebuyer, or any other person, all fixtures placed or installed in or on the Home become the property of the Housing Authority, unless and until the Homebuyer acquires title to the Home under this Agreement.

## **Article IX – Property Insurance; Condition of Premises**

### **9.1 Disclaimer of Insurance.**

Any insurance that the Housing Authority has placed upon its interest in the Home is for the exclusive benefit of the housing authority and does not insure any personal property or effects of the Homebuyer or otherwise provide any coverage or protection whatsoever for the Homebuyer or for any household goods, clothing or other possessions of the Homebuyer. The Homebuyer is strongly encouraged to obtain an insurance policy for the Homebuyer's personal property and effects and for the Homebuyer's personal liability.

### **9.2 Homebuyer's Responsibilities**

It is the Homebuyer's responsibility to comply with the admissions and occupancy policies and maintain the premises in a clean, sanitary, and safe condition. The Homebuyer agrees to not store any flammable liquids on the premises, with the exception of normal household cleaning fluids. No gasoline or diesel fuels are to be stored in any enclosed portions of the premises.

## **Article X – Repair or Rebuilding**

### **10.1 Destruction of Home**

In the event the Home is damaged or destroyed by fire other casualty, the Housing Authority agrees to use the insurance proceeds to have the home repaired or rebuilt unless, in the Housing Authority's discretion, it concludes that there is good reason for not doing so. In the event the Housing Authority determines that there is a good reason not to repair or rebuild the Home and the Homebuyer disagrees with that determination, the matter shall be submitted to the Housing Authority Board of Commissioners for a final determination. If the final determination is that the Home will not be repaired or rebuilt, the Housing Authority shall terminate this Agreement and the Homebuyer's obligation to make monthly payments shall be deemed to have terminated as of the date of the damage or destruction.

## **Article XI - Purchase of Home**

### **11.1 General.**

The CRBRHA provides the family an opportunity to purchase the dwelling under this Agreement under which the purchase price is amortized over a period of 25 years at \$700.00 per month. For acquisition under this Agreement see Section 11.3. If a homebuyer wants to acquire ownership in a shorter period than that shown on the purchase price schedule, the homebuyer may exercise the option to purchase the home on or after the date of occupancy, but only if the homebuyer has met all obligations under this Agreement. The homebuyer may obtain financing, from an outside source, at any time, to cover the remaining purchase price. The financing may be provided using such methods as a mortgage or a loan agreement. If the homebuyer is able to obtain financing from an outside source, the CRBRHA will release the homebuyer from this Agreement and terminate the homebuyer's participation in this program.

### **11.2 Purchase Price and Purchase Price Schedule.**

**Initial Purchase Price.** The CRBRHA shall determine the initial purchase price of the home for the homebuyer who first occupies the home and subsequent homebuyers, if applicable.

### 11.3 Purchase Price Schedule for Subsequent Homebuyer.

Initial Purchase Price. When a subsequent homebuyer executes this Agreement, the purchase price for the subsequent homebuyer shall be determined by the CRBRHA based on one of the following procedures:

- (1) The current appraised value;
- (2) The current replacement cost of the home, or;
- (3) The remaining purchase price of the unit.

### 11.4 Conveyance of Home.

- (a) Purchase Procedure. In accordance with this Agreement, the CRBRHA shall convey title to the homebuyer when the Homebuyer pays all sums required by this Article, and complies with all other terms and conditions of this Agreement.
- (b) Amounts to be paid. The home will be conveyed to the Homebuyer only upon payment of: (i) the ten-current balance of the purchase price of the Home shown on the purchase price schedule; and (ii) any monthly payments and other sums otherwise due he housing authority under this agreement. The Housing Authority reserves the right to convey the Home to the Homebuyer notwithstanding a balance due under this Agreement, and then to collect that balance due through a debt collection agency or any other lawful procedures.
- (c) Settlement. A home shall not be conveyed until the homebuyer has met all the obligations under this Agreement, except as provided for in (f) below. The settlement date shall be mutually agreed upon by the parties. On the settlement date, the homebuyer shall receive the documents necessary to convey to the homebuyer the CRBRHA's right, title and interest in the home, subject to any applicable restrictions or covenants as expressed in such documents. The required documents shall be approved by attorneys representing the CRBRHA and by the homebuyer or homebuyer's attorney.
- (d) Removal of the Home from AH Program. When a home has been conveyed to the homebuyer, the unit is removed from the CRBRHA's AH project.

### 11.5 Equity Issues/Additional Consideration

As set forth in Article 2.6 above, the home ownership program is not designed to provide a windfall to the Homebuyer and/or potential third-party purchasers of the Home. Accordingly, in the event the Homebuyer purchases the Home before the twenty-five (25) year period of this Agreement expires, the Homebuyer must provide additional consideration to the Housing Authority in the following manner:

- (a) The Homebuyer may execute a promissory note made payable to the Housing Authority for: (i) the difference between the original purchase price of the Home and the then-current fair market value of the Home, if any and (2) the amount of the purchase price and interest that was "paid" by the credits associated with monthly payments that were less than the maximum monthly payments with interest to

## Article XII - Homebuyer Sub-Lease of Affordable Housing Unit

**12.1 General.** Homebuyer's are allowed to sublease their Affordable Housing unit, but must follow the most recently revised version of the Copper River Basin Regional Housing Authority's Affordable Housing Admissions & Occupancy policy procedures prior to the CRBRHA's approval of the sub-

lease request. The Homebuyer will be provided a copy of these sub-lease procedures and any revisions, and the Homebuyer is responsible for understanding and complying with these policies and the laws and regulations governing the leases of Affordable Housing homes. The CRBRHA will provide the Homebuyer with such counseling services as may be available to assist the Homebuyer in understanding his/her obligations. However, the ultimate responsibility for compliance rests with the Homebuyer. The CRBRHA approval for a Homebuyer's request to lease his/her unit may be granted only under the following circumstances:

- (a) Education - The Homebuyer is enrolled in a degree oriented program carrying the equivalent of a full-time student (i.e., 12 or more credits per semester). Proof of enrollment must be provided by the Homebuyer.
- (b) Medical Treatment - The Homebuyer requires medical treatment that is not available in the Homebuyer's area. The Homebuyer must have a letter from a doctor stating the need and approximate length of treatment.
- (c) Other unusual Circumstances - Temporary duty in the military or emergency employment when job opportunities are not available in the Homebuyer's area. Under such circumstances, the lease may not exceed 12 months. All Homebuyers who lease their homes must obtain reauthorization to lease at least every 12 months to ensure that circumstances still exist that entitle the Homebuyer to lease their AHO home.

If a Homebuyer is not in compliance with their AHOA, his/her request for permission to sublease the unit will be denied.

### 12.2 Term of Sub-lease

The sub-lease must be temporary in nature and for a defined period of not less than 90 days and not more than 12 months. In cases exceeding 12 months, the Homebuyer must request and receive approval to extend the lease prior to 60 days of the end of the current lease term.

### 12.3 Sub-Lease Request and Agreement

- (a) A Homebuyer must submit a written request to the CRBRHA for approval of the lease at least thirty (30) days prior to the date such lease is intended to begin.
- (b) After written approval of the lease request, the CRBRHA will review these lease procedures with the Homebuyer and inform them of their continued responsibilities under the AHOA. The Homebuyer will provide written acknowledgment, in a form acceptable to the CRBRHA, of his/her understanding of the lease procedures and of their continued obligations under the AHOA.
- (c) The required form for the Lessee Agreement between the Homebuyer and Lessee is attached as Addendum I, Lease Agreement. In addition, to the terms and conditions of this Lease Agreement, the Homebuyer shall be responsible for all the obligations and responsibilities of a Landlord in a lease under Alaska's Uniform Residential Landlord and Tenant Act AS 34.03.310 - 34.03.380.
- d) After execution by the Homebuyer and lessee, a copy of the Lease Agreement must be submitted to the CRBRHA within ten (10) days.

### 12.4 Required Monthly Payment

- a) The required monthly payment will continue to be \$700.00 per month in accordance with the AHOA,

even though the Homebuyer is not residing in the unit.

- b) The income received from the lessee shall be considered as family income for purposes of the AHO Agreement.
- c) The Homebuyer remains obligated to ensure that the required monthly payments are made in a timely manner during any lease term. Failure by the Homebuyer to make required monthly payments in accordance with the CRBRHA Collection Policy may result in termination of the AHOA

#### **12.5 Other Homebuyer Obligations with Respect to AHOA.**

The CRBRHA's approval of the lease waives the Homebuyer's obligation to reside in the unit for a specified period. However, it does not waive any other provisions of the AHOA, such as:

- a) The obligation to complete Recertification requirements of family income and composition. The CRBRHA shall schedule the annual Recertification, and if necessary, conduct the Recertification by mail;
- b) The obligation to maintain the unit in a decent, safe, and sanitary manner. Should the unit be determined uninhabitable by fire or other damage, the Homebuyer shall immediately notify the CRBRHA. Although the Homebuyer is absent from the unit during the lease term, this does not relieve the Homebuyer from this obligation. Therefore, the Homebuyer should communicate with the Lessee on this responsibility;
- c) The obligation to ensure that the CRBRHA has the right to inspect the premises with at least five day notification to Lessee. The annual inspections will continue to be completed annually. The CRBRHA shall send a copy of the inspection report to the Homebuyer. If a plan of action is warranted to correct any identified deficiencies, the plan will be executed by the Homebuyer and correction of the deficiencies will be the responsibility of the Homebuyer; and
- d) The obligation to ensure that the utilities are being maintained. Failure by the Homebuyer to maintain the utilities which may adversely affect the condition of the premises will result in the CRBRHA taking required actions to restore these utilities, charge the Homebuyer's VEPA and begin Termination of the AHOA.

#### **12.6 Termination of the Lease**

- a) The CRBRHA has the authority under these policies and Article IX of the AHOA to terminate the AHOA if the Homebuyer fails to comply with their terms and condition. If an act which, if committed by the Homebuyer, would be grounds for termination of the AHOA, is committed instead by the Lessee, it also shall be grounds for terminating the Homebuyer's AHOA if not corrected by the Homebuyer immediately to the satisfaction of the CRBRHA.
- b) The lease shall provide that, in the event the CRBRHA terminates the AHOA with the Homebuyer, the CRBRHA shall be entitled to terminate the lease on behalf of the Homebuyer upon proper notice to the Lessee by the CRBRHA or Homebuyer.
- c) The Homebuyer can terminate the Lease Agreement by a 30-day written notification to the Lessee, which shall also state the reason for the termination. The Homebuyer shall be required to notify the CRBRHA

of the termination and provide to the CRBRHA a copy of the termination notice.

- d) The Lessee can terminate the lease agreement by a written 30-day notice to the Homebuyer. The Homebuyer shall be required to notify the CRBRHA of this action within 14 days of the notice.
- e) In the event the lease is terminated by the Homebuyer and the Homebuyer wishes to lease the unit to a new Lessee, the Homebuyer must follow the same procedures for a subsequent lease in obtaining CRBRHA approval.

### **Article XIII - Termination of AHO Agreement**

#### **13.1 Termination Upon Default.**

In the event of a default under this Agreement, the Housing Authority may terminate the agreement by written notice to the Homebuyer in accordance with section 12.2 of this Agreement, specifying an effective date of the termination which will be not less than thirty (30)-days after service of the notice unless the safety of the public or the condition of the home reasonably requires a shorter notice period.

#### **13.2 Termination by Death of Homebuyer**

Except as provided in Article XI of this Agreement, this Agreement terminates upon the death of the Homebuyer.

#### **13.3 Termination of AHO Agreement by Homebuyer.**

(a) The homebuyer may terminate this Agreement by giving the CRBRHA at least 30 days' written notice delivered as required in Section 12.2, but only if the Homebuyer is current in all monthly payments; is otherwise in compliance with the terms of this Agreement; and leaves the home in as good or better condition as existed on the Date of Occupancy Availability.

(b) Upon termination the Homebuyer is responsible for payment for any cleaning, repair or rehabilitation costs for the Home.

(c) Notwithstanding (b) of this section, if a Homebuyer terminates this Agreement in accordance with this Section, then:

(1) The homebuyer will not be responsible for any cleaning, repair or rehabilitation that the Housing Authority determines consistent with the A & O Policies, is necessary only by virtue of reasonable and normal wear and tear on the home;

(2) Homebuyer will provided a form containing: (i) a listing of those cleaning, repair, and rehabilitation items not considered necessary due to normal due to normal wear and tear; and (ii) the estimated cleaning, rehabilitation, or repair costs for those items.

(3) Within five days of receipt of the form under (2) of this subsection, Homebuyer must notify the Housing Authority of his or her intent to perform the work identified in that form. The Homebuyer's notice of intent under this subsection must include a work plan acceptable to the Housing Authority, including start and completion times. The work plan must be agreed to either telephonically or in person with the CRBRHA designee identified in the form; and

(4) A written version of the Homebuyer's work plan and unconditional promise to timely complete the plan must be signed, notarized, and received by the Housing Authority no later than 15-days after receipt of the form under (2) of this subsection.

(d) The Housing Authority will immediately undertake any required cleaning, repair, or rehabilitation on the Home with respect to any Homebuyer who:

(1) Terminates, or attempts to terminate, this Agreement other than in accordance with this section;

(2) Fails or declines to file a timely notice of intent under and in compliance with (c)(3) of this section;

(3) Fails to comply with (c)(4) of his section; or

(4) Fails to comply with any work plan submitted under (c) of this section.

Any Homebuyer described in this subsection shall be liable to the Housing Authority for any such cleaning, repair or rehabilitation cost.

#### **13.4 Disposition of Funds Upon Termination of the AHO Agreement.**

If this Agreement is terminated, the balances of the MPA will remain with the CRBRHA and may be disposed of as follows:

(a) The MPA shall be charged with:

(1) Any maintenance and replacement costs incurred by the CRBRHA to prepare the home for the next occupant;

(2) The cost of securing a vacant unit, the cost of notification and associated termination tasks, and the cost of storage and/or disposition of personal property.

#### **13.4 Disposal of Personal Property**

Upon termination for any cause, the Housing Authority may dispose of items of personal property left at or in the Home by the Homebuyer, in a lawful manner deemed suitable by the Housing Authority. Proceeds, if any, after such disposition (and after the costs of disposition are paid) may be applied to the payment of amounts owed by the Homebuyer to the Housing Authority.

#### **13.5 Consequences of Termination**

Upon Termination of this Agreement for any cause, Homebuyer's opportunity to purchase the Home shall be extinguished. All payments made under this Agreement shall be retained by the Housing Authority as consideration for making this Agreement.

Any interest in the property that the Homebuyer may have acquired in the course of occupancy of the Home under this agreement shall be forfeited. The Housing Authority shall be released from all obligations in law or equity to convey the property. The Homebuyer shall never acquire and expressly waives any and all rights or claims of title or interest because of possession or any payment, effort, or change of position made because of or in reliance on this Agreement.

#### **13.5 Settlement Upon Termination.**

(a) Time for Settlement. Settlement with the homebuyer following a termination shall be made as promptly as possible after all charges provided in Section 9.4 have been determined and the CRBRHA has given the homebuyer a statement of such charges. The homebuyer may obtain settlement before determination of the actual cost of any maintenance required to put the home in satisfactory condition for the next occupant, if the homebuyer is willing to accept the CRBRHA's estimate of the amount of such cost. In such cases, the amounts to be charged for maintenance shall be based on the CRBRHA's estimate of the cost thereof.

(b) Disposition of Personal Property. Upon termination, the CRBRHA may dispose of any item of personal property abandoned by the homebuyer in the home, in a lawful manner deemed suitable by the CRBRHA. Proceeds, if any, after such disposition, may be applied to the

payment of amounts owed by the homebuyer to the CRBRHA.

#### **13.6 Responsibility of CRBRHA to Terminate.**

(a) The CRBRHA is responsible for taking appropriate action with respect to any noncompliance with this Agreement by the homebuyer. In cases of noncompliance that are not corrected as provided further in this section, it is the responsibility of the CRBRHA to terminate this Agreement in accordance with the provisions of this section and to institute ejectment proceedings against the occupant, if necessary.

(b) As promptly as possible after a noncompliance comes to the attention of the CRBRHA, the CRBRHA shall discuss the matter with the homebuyer and give the homebuyer an opportunity to identify any extenuating circumstances which may exist. A plan of action shall be agreed upon that will specify how the homebuyer will come into compliance, as well as any actions by the CRBRHA that may be appropriate. This plan shall be in writing and signed by both parties.

(c) Compliance with the plan shall be checked by the CRBRHA not later than 30 days from the date thereof. In the event of refusal by the homebuyer to agree to such a plan or failure by the homebuyer to comply with the plan, the CRBRHA shall issue a notice of termination of this Agreement and institute ejectment proceedings, if necessary, against the homebuyer in accordance with the provisions of this section.

(d) A record of meetings with the homebuyer, written plans of action agreed upon and all other related steps taken in accordance with Section 9.6 shall be maintained by the CRBRHA for inspection by HUD.

#### **13.7 Subsequent Use of Unit.**

After termination of a homebuyer's interest in the unit, it remains a part of the AH project. The CRBRHA must follow its policies for selection of a subsequent homebuyer for the unit under the AH Program.

### **Article XIV - Succession upon Death or Mental Incapacity**

#### **14.1 Definition of "Event".**

Event means the death or mental incapacity of the person or persons who have executed this Agreement as homebuyers. Mental incapacity means the inability of a person to take care of him or herself or a situation where a person is determined to be a threat to him or herself or poses a threat to others, including family members and non-family members.

#### **14.2 Designation of Successor by Homebuyer.**

(a) A homebuyer may designate a successor who, at the time of the event would assume the status of homebuyer, provided that at that time he or she meets the conditions stated in Section 11.3. The designation shall be made at the time of execution of this Agreement, and the homebuyer may change the designation at any later time by written notice to the CRBRHA.

- (b) The designated successor as of the date of execution of this Agreement is:

First Name	Initial	Last Name
Street & Number		
City, State, Zip		
Relationship		

**14.3 Succession by Person Designated by Homebuyer.**

- (a) Upon occurrence of an "event," the person designated as the successor, in Section 11.2(b), shall succeed to the former homebuyer's rights and responsibilities under this Agreement if the designated successor meets the following conditions:
- (1) The successor is a family member and will make the home his or her primary residence;
  - (2) The successor is willing and able to perform the obligations of a homebuyer under this Agreement;
  - (3) The successor satisfies program eligibility requirements; and
  - (4) The successor executes an assumption of the former homebuyer's obligations under this Agreement.
- (b) If a successor satisfies the requirements of Section 11.3(a), the successor may execute an outright purchase of the home upon the terms and conditions set forth herein.

**14.4 Designation of Successor by CRBRHA.**

If at the time of the event there is no successor designated by the homebuyer, or if any of the conditions in Section 11.3 are not met by the designated successor, the CRBRHA may designate, in accordance with its occupancy policy, any person who qualifies under Section 11.

**14.5 Occupancy by Appointed Guardian.**

If at the time of the event there is no qualified successor designated by the homebuyer or by the CRBRHA in accordance with the foregoing provisions of this Article, and a minor child or children of the homebuyer are living in the home, the CRBRHA may, in order to protect their continued occupancy and opportunity for acquiring ownership of the home, approve as an occupant of the home an appropriate adult who has been appointed legal guardian of the children by the State and/or the tribal council with a duty to perform the obligations of this Agreement in their interest and on their behalf.

**14.6 Termination In Absence of Qualified Successor or Occupant.**

If there is no qualified successor in accordance with the CRBRHA's approved policy, the CRBRHA shall terminate this Agreement and select a subsequent homebuyer from the top of the waiting list to occupy the unit under a new AHO Agreement. If a new homebuyer is unavailable or if the home cannot continue to be used for low-income housing in accordance with the Affordable Housing program, the CRBRHA may submit an application to HUD to approve a disposition of the home.

**Article XV  
Miscellaneous**

**15.1 Annual statement to Homebuyer.**

The CRBRHA shall provide an annual statement to the homebuyer that sets forth the balance, at the end of each CRBRHA fiscal year. The statement shall also set forth the remaining balance of the purchase price.

**15.2 Notices.**

Any notices by the CRBRHA to the homebuyer required under this Agreement or by law shall be delivered in writing to the homebuyer personally or to any adult member of the homebuyer's family residing in the home, or shall be sent by certified mail, return receipt requested, properly addressed, postage prepaid. Any single one of these methods of delivery, including a notice left at the home, shall be sufficient and the notice is effective on the date stated therein whether or not the notice is actually received by the Homebuyer. Notice to the CRBRHA shall be in writing, and either delivered to the Housing Authority employee at the office of the Housing Authority or sent to the Housing Authority by certified mail, return receipt requested, properly addressed, postage prepare.

**Article XVI - Default**

Each of the following is a default by the Homebuyer:

- (a) A failure to pay the monthly payment or any other required charge within 30-days of the date under which the payment is due to be paid by the Homebuyer under this Agreement.
- (b) A failure to perform any other term of this Agreement, whether or not this Agreement elsewhere provides that failure to perform that term constitutes a default, for a period of 15-days following receipt by the Homebuyer of a written notice from the Housing Authority specifying the failure and demanding cure thereof; however, a default will not occur if the Homebuyer, on or before the expiration of the 15-day period, cures the failure in all respects. The Housing Authority may terminate this Agreement without such notice where the default can reasonably be seen to threaten harm to persons or property.
- (c) The vacation or abandonment of the Home by the Homebuyer, except in compliance with the requirements of Article \_\_\_\_ of this Agreement, Abandonment is herein defined to include, but is not limited to, any absence by Homebuyer from the Home, or while Homebuyer is in default of any provision or term of this Agreement.
- (d) Anything defined elsewhere in this Agreement, or any addendums and/or attachments hereto as a default.

**Article XVII – Remedies upon Default**

**17.1 Housing Authority's Rights and Remedies upon Default.**

In the event that the Homebuyer is in default as provided in Article XVI of this Agreement, the Housing Authority shall have all of the following rights and remedies:

- (a) Terminate this Agreement under Article XIII of this Agreement; and/or
- (b) Sue and collect for all damages and charges owing from or caused by the Homebuyer.

The remedies set out in this Article are cumulative, and the pursuit of one remedy shall not be construed as an election of remedies or as in any manner waiving, estopping, or limiting the Housing Authority's right to pursue any and all remedies provided in this Article in any combination that the Housing Authority, in its discretion, might choose to pursue. The Homebuyer shall pay the Housing Authority its full reasonable costs and attorney's fees incurred as a result of any default by the Homebuyer.

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**17.2 Homebuyer's Continuing Obligations.**

In the event of default by the Homebuyer, including but not limited to abandonment of the Home, the Homebuyer shall remain subject to the obligations of this Agreement, including the obligation to make monthly payments, until the Housing Authority terminates this Agreement.

**Article XVIII – Borrower Not Released;  
Forbearance not a Waiver.**

Any forbearance by the Housing Authority in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

**Article XIX – Miscellaneous.**

**19.0 No Presumption against Drafter.** The parties agree that the standard presumption against the drafter of a contract shall not apply to this Agreement.

**19.2 Severability.** In the event that any provision of this Agreement shall be found invalid or unenforceable, this Agreement shall be construed in all respects as if such provision were omitted. Any determination of invalidity shall not affect any other provision hereto, which shall remain in full force and effect.

**19.3 Entire Agreement.** This Agreement, including referenced attachments, constitutes the entire agreement between the parties pertaining to it subject matter and it supersedes all prior contemporaneous agreements, representations, and understandings of the parties, whether or written. No supplement, modifications, or amendment of this Agreement shall be binding unless executed in writing by all parties.

**19.4 Counterparts.** This Agreement may be executed and delivered in any number of counterparts, all of which when executed and delivered shall have the force and effect of the original.

**19.5 Opportunity to Obtain Counsel.** By signature hereto, the parties acknowledge that they have been given the opportunity to consult an attorney or other advisor(s), and have either obtained or chosen to forego such counsel.

**19.6 Controlling Law.** This Agreement and the validity, construction, interpretation, and performance thereof shall be governed by the laws of the State of Alaska.

**19.7 Captions.** The headings and/or captions used herein are for the convenience of the parties only and shall not affect the scope, meaning or interpretation of any provision herein.

**Homeownership Opportunity Program  
Affordable Housing and  
Occupancy Agreement**

**Exhibit A  
Land Description**

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The Copper River Basin Regional Housing Authority (CRBRHA) and \_\_\_\_\_ have entered into a Affordable Housing and Occupancy Agreement dated \_\_\_\_\_ and by this reference incorporated herein. The real property to be occupied by \_\_\_\_\_ under the terms of said Affordable Housing and Occupancy Agreement is situated in \_\_\_\_\_ and is more fully described as follows:

The above property will comprise approximately \_\_\_\_\_ dwelling site(s).

CRBRHA \_\_\_\_\_

By: (Name) \_\_\_\_\_

(Official Title) \_\_\_\_\_

(Homebuyer) \_\_\_\_\_

(Homebuyer's Spouse) \_\_\_\_\_

**Attachment D**  
**HUD-4123 Cost Summary**  
**Firm Commitment**  
**Citizen Participation Resolution**

# Cost Summary

Indian Community Development Block Grant (ICDBG)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing

OMB Approval No. 2577-0191  
(exp. 2/29/2012)

See Instructions and Public Reporting Statement on back.

<b>1. Name of Applicant</b> (as shown in Item 5, Standard Form 424) <b>Cheesh'na Tribal Council</b>		<b>2. Application/Grant Number</b> (to be assigned by HUD upon submission)		
<b>3. Original</b> (check here if this is the first submission to HUD) <input checked="" type="checkbox"/>		<b>Revision</b> (check here if submitted with implementation schedule as part of pre-award requirements) <input type="checkbox"/>	<b>Amendment</b> (check here if submitted after HUD approval of grant) <input type="checkbox"/>	<b>Date (mm/dd/yyyy)</b> 03/31/2017
4. <b>Project Name &amp; Project Category</b> (see instructions on back)  a	ICDBG Amount Requested for each activity b	Program Funds (in thousands of \$ )		
		Other Source Amount for each activity c	Other Source of Other Funds for each activity d	
Predevelopment - Geotechnical	\$ 0.00	\$ 40,000.00	NAHASDA	
Electrical Power Distribution	64,646.00	12,929.00	ICDBG, NAHASDA	
Water and Wastewater Installation	30,000.00	7,000.00	ICDBG, NAHASDA	
Site Development, House pads, driveways	39,354.00	34,532.00	ICDBG, NAHASDA	
Construction, 2 single family homes	401,000.00	219,000.00	ICDBG, NAHASDA	
Contingency		64,000.00	NAHASDA	
<b>5. Administration</b>				
a. General Management and Oversight	60,000.00			
b. Indirect Costs: Enter indirect costs to be charged to the program pursuant to a cost allocation plan.				
c. Audit: Enter estimated cost of Program share of A-133 audits.	5,000.00			
<b>Administration Total *</b>	65,000.00	0.00		
<b>6. Planning</b> The Project description must address the proposed use of these funds.				
<b>7. Technical Assistance</b> Enter total amount of ICDBG funds requested for technical assistance. **				
<b>8. Sub Total</b> Enter totals of columns b. and c.	\$ 600,000.00	\$ 377,461.00		
<b>9. Grand Total</b> Enter sum of column b. plus column c.			\$ 977,461.00	

\* The total of items 5 and 6 cannot exceed 20% of the total ICDBG funds requested.

\*\* No more than 10% of ICDBG funds requested may be used for technical assistance. If funds are requested under this line item, a separate project description must accompany the application to describe the technical assistance the application intends to obtain. Only technical assistance costs associated with the development of a capacity to undertake a specific funded program activity are eligible (24 CFR 1003.206).



**COPPER RIVER BASIN REGIONAL HOUSING AUTHORITY**  
P.O. BOX 89 GLENNALLEN, ALASKA 99588

March 16, 2017

Cheesh'na Tribal Council  
Danielle Boston, President  
HC01 Box 241  
Gakona, Alaska 99586

RE: Firm Commitment of \$377,461 to Cheesh'na Tribal Council's ICDBG Application and Affirmation of CRBRHA's Commitment to undertake grant and program management responsibilities on new development.

Dear Ms. Ewan:

The Copper River Basin Regional Housing Authority Board of Commissioner's met on March 15, 2017 to discuss Cheesh'na Tribal Council's request for a 63% match for their Indian Community Development Block Grant (ICDBG) application to construct two (2) single family homes in Chistochina.

I am pleased to notify you that our Board of Commissioners has approved the Cheesh'na Tribal Council's request in the amount of \$377,461 to be used as a 63% cash match for its ICDBG application. This cash match will be allocated from CRBRHA's FY 2018 Indian Housing Block Grant which will be submitted the Spring of 2017 to HUD – ONAP in Anchorage. CRBRHA's FY2018 Indian Housing Plan will identify and commit the IHBG resources to the Cheesh'na Tribal Council new housing project.

Further, the CRBRHA Board of Commissioners has authorized me as the legal signatory for all CRBRHA financial transactions including agreeing to a firm commitment of match contribution. I affirm that this funding commitment is contingent only upon receipt of FY 2017 ICDBG funding to Cheesh'na Tribal Council.

Furthermore, I also would like to reiterate CRBRHA's commitment to be responsible for the new housing development as agreed to be in the Cheesh'na Tribal Council and CRBRHA sub-recipient agreement. That during the sales term, that CRBRHA will be the legal owner of the development and will be responsible for the management of the ICDBG funded housing as prescribed in CRBRHA's Affordable Homeownership and Occupancy Program policies and procedures.

**(b) (6)**

Teri L. Nutter  
Executive Director



## Cheesh'na Tribal Council

P.O. Box 241

Chistochina, AK 99586

### Resolution 02-17

**ENTITLED:** To certify the citizens and tribal members of the Cheesh'na Tribal Council has had an opportunity review and submit comments on the draft Indian Community Development Block Grant application.

**WHEREAS:** The Cheesh'na Tribal Council and Copper River Basin Regional Housing Authority have partnered to submit an Indian Community Development Block Grant application to construct single family homes in Chistochina , Alaska that would increase homeownership opportunities for an eligible low to moderate income household.

**WHEREAS:** Both the Tribe and the regional housing authority recognizes the housing shortage in the community of Chistochina and with limited federal and state funding, the two organizations are collaborating to leverage their funding capacity to construct 3 single family homes.

**WHEREAS:** A requirement of the Indian Community Development Block Grant application is to demonstrate that the grantee had provide an opportunity for community and tribal input into the application process, and

**WHEREAS:** the Cheesh'na Tribal Council certifies the draft Indian Community Development Block grant application and Community Development Statement was made available to the public and posted at the council office on Feb 7, 2017 .

**NOW THEREFORE BE IT RESOLVED,** by the Cheesh'na Tribal Council also certifies that the Citizen Participation requirements of 24 CFR 1000.604 has been met and the comments received, if any, will be integrated into the final application and the final application will be made available at the Council office for the public review.

### CERTIFICATION

This resolution was adopted by the Cheesh'na Tribal Council by a vote on this day July \_\_\_\_\_, 2014, the results are: 5 AYES and \_\_\_\_\_ NAYS.

ATTEST:

(b) (6)

Tribal Council President

(b) (6)

Tribal Council Secretary