



Title 6. Property and Land – Chapter 602 LEASING Rule #4 – Home Building Opportunities Residential Leasing

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1.1 Purpose and Authority

1.1-1. *Purpose.* The purpose for this rule is to provide a transparent process that expands upon the Leasing Law and the general Residential Leasing Rule for the application, selection and entrance of a Home Building Opportunity (HBO) Residential Lease through the Comprehensive Housing Division.

1.1-2. *Authority.* The Leasing Law in section 602.5-1 delegates rulemaking authority to the Comprehensive Housing Division and the Oneida Land Commission pursuant to the Administrative Rulemaking law.

1.2. Adoption, Amendment and Repeal

1.2-1. This rule was adopted by the Comprehensive Housing Division and the Oneida Land Commission in accordance with the procedures of the Administrative Rulemaking law.

1.2-2. This rule may be amended or repealed by the Comprehensive Housing Division and the Oneida Land Commission and/or the Oneida Business Committee pursuant to the procedures set out in the Administrative Rulemaking law.

1.2-3. Should a provision of this rule or the application thereof to any person or circumstances be held as invalid, such invalidity shall not affect other provisions of this rule which are considered to have legal force without the invalid portions.

1.2-4. In the event of a conflict between a provision of this rule and a provision of another rule, internal policy, procedure, or other regulation; the provisions of this rule shall control.

1.2-5. This rule supersedes all prior rules, regulations, internal policies or other requirements relating to Home Building Opportunity (HBO) residential leasing.

1.3. Definitions

1.3-1. This section shall govern the definitions of words and phrases used within this rule. All words not defined herein shall be used in their ordinary and everyday sense.

- (a) “Builder’s Contract” means an agreement between the residential lessee and a contractor that outlines the construction work to be done to build the improvements upon the HBO lot.
- (b) “Business Day” means Monday through Friday from 8:00 a.m. to 4:30 p.m, excluding holidays recognized by the Nation.

- (c) “Formal Loan Commitment” means a letter from a lender stating that the applicant has met all of the qualifications for receiving a loan, and that the lender promises to lend a specific amount of money to the borrower.
- (d) “Manufactured Home” means a prefabricated housing that is largely assembled in factories and then transported to sites for use.
- (e) “Modular Home” means a prefabricated housing that consists of repeated sections called modules where the modules are constructed away from the building site and then assembled at the intended site.
- (f) “Stick-Build Home” means a housing constructed entirely or largely on site; that is built on the site which it is intended to occupy upon its completion rather than in a factory or similar facility.

1.4. HBO Residential Lease Eligibility

1.4-1. In addition to meeting the eligibility requirements of the Residential Leasing Rule and the Leasing Law, to be eligible for a residential lease through the Home Building Opportunities program, the applicant must meet the following additional requirements:

- (a) Show preapproval or available financing for a minimum of \$100,000.00, unless Oneida Land Commission approval is received for preapproval or available financing for less than \$100,000.00; or
 - (1) Aside from a preapproval from a financial institution, acceptable forms to demonstrate available financing include, but are not limited to, the following:
 - (A) A letter from a financial institution demonstrating available liquid assets; or
 - (B) Proof of listing for residential sale with documentation that the home is owned outright without any existing liens or a copy of any/all mortgage and/or lien statements dated within thirty (30) calendar days of the HBO application.
- (b) Proof of an available and compliant home to move to the proposed leased premises based on the requirements and assessments of applicable laws and tribal departments including but not limiting to the Oneida Zoning and Shoreland Protection Ordinance and the Building Code.

1.5. Eligible Homes for Building or Transferring

1.5-1. Any home built or transferred to the residential lease site must be affixed to a permanent foundation (stick build, manufactured, and modular homes are acceptable so long as they are affixed to permanent foundation) and:

- (a) Meet the following size requirements:
 - (1) For a one (1) to four (4) person family – five hundred seventy square feet (570 sq. ft.);
 - (2) For a five (5) to seven (7) person family – eight hundred fifty square feet (850 sq. ft.); and
 - (3) For a family of eight (8) or more – one thousand twenty square feet (1,020 sq. ft.).
- (b) Meet the requirements of all applicable laws and/or restrictive covenants including but not limiting to the Oneida Zoning and Shoreland Protection Ordinance and the Building Code.

1.6. HBO Advertising and Application

1.6-1. *Advertising.* All available HBO lots shall be advertised by CHD a minimum of once quarterly in Kalihwisaks and on available social media and shall be permanently posted on CHD's website. HBO lots that are newly available shall be advertised for a minimum of thirty (30) calendar days prior to applications for an HBO residential lease being accepted by CHD. The CHD loan officers shall be the point of contact for any parties interested in applying for an HBO lot.

- (a) Advertisement listings shall include, at a minimum, the following:
 - (1) Lot acreage;
 - (2) Fee or trust status;
 - (3) Information on available infrastructure (i.e. well and septic/sewer and water);
 - (4) Address (if available);
 - (5) Ariel photo and notice that survey information is available upon request;
 - (6) Any known permits required (i.e. culvert permit, driveway permit);
 - (7) Notice that showings are available upon request and by appointment with a loan officer;
 - (8) Notice that applicants can submit applications for multiple lots/addresses, provided that a separate complete application is required for each lot/address;
 - (9) Dates and times applications will be accepted; and
 - (10) Date and time of scheduled lottery drawing for the premium application period.
- (b) Following applicant selection, CHD shall remove all selected lots from its website.
- (c) Any lots remaining available following two (2) years of advertisements shall be placed on a Land Commission agenda for possible re-evaluation of the land's designated use.

1.6-2. *Premium Application Period and Selection.* Once a quarter, following the quarterly HBO advertising, CHD shall accept applications for a two (2) business day period, referenced as the premium application period. During the premium application period, time of application submittal does not matter.

- (a) All HBO applications submitted must be submitted in the envelope provided by CHD and must state on the outside of the sealed envelope only the address/lot for which the applicant is applying – no other personally identifying information may be included on the outside of the sealed envelope.
- (b) All application envelopes received by CHD during the premium application period shall be stapled with a raffle ticket with the corresponding raffle ticket placed into the drawing bin.
- (c) If there are multiple applications received for the same lot/address during the premium application period, all such applications shall be placed into a lottery, with applicant selection based on the order assigned in the lottery drawing.
- (d) Premium period applicants may attend the lottery drawing and order assignment, but need not attend the lottery drawing to be assigned an ordering number.
- (e) In order to be selected, the applicant must meet all eligibility requirements and, if multiple applications are received for the same lot/address, must also be the applicant with the lowest assigned lottery number for the lot/address in question.

1.6-3. *Standard Application Period and Selection.* Following the premium application period, applications for any remaining lots may be submitted to the CHD front desk. The standard

application period shall last from the date following the premium application period until the next quarter's premium application period begins.

- (a) All HBO applications submitted must be submitted in the envelope provided by CHD and must state on the outside of the sealed envelope only the address/lot for which the applicant is applying – no other personally identifying information may be included on the outside of the sealed envelope.
- (b) All applications submitted during the standard application period shall be date and time stamped by CHD staff.
- (c) In order to be selected during the standard application period, the applicant must meet all eligibility requirements and must also be the applicant with the earliest date and time stamped application for the lot/address in question.

1.6-4. *Notice to Applicants.* CHD shall notice all HBO residential lease applicants of whether they are selected for the lot/address applied for. If the applicant is not selected for the lot/address they applied for, the notice shall inform the applicant of any remaining HBO lots/addresses available.

1.7. Entering an HBO Residential Lease

1.7-1. *Residential Leasing Specialist.* Following selection of the HBO residential lease applicant, the CHD Residential Leasing Specialist shall be the customer's point of contact for the remainder of HBO residential leasing process.

1.7-2. *Residential Lease Timeline.* The selected applicant has ten (10) business days from the date of the selection notice to enter an HBO residential lease by scheduling an appointment with the CHD Residential Leasing Specialist. If the HBO lot is for trust land, then within seven (7) calendar days from the date the lease is signed, the Residential Leasing Specialist shall provide both the lessee and the financial institution with a receipt stating the date the lease was sent for recording with the BIA.

1.7-3. *Noncompliance with the Residential Lease Timeline.* If an HBO residential lease is not entered within the prescribed timeframe, the applicant will be deemed noncompliant and ineligible. CHD will notice the next eligible applicant of their selection for said lot/address until an applicant successfully enters an HBO residential lease within the prescribed timeline. Any fees, permits or other costs paid by an applicant who is not successful in entering the lease or enters a lease and thereafter wishes to cancel the lease without building on the site are forfeited to the Comprehensive Housing Division.

1.7-4. *Builder's Contract.* Within thirty (30) calendar days from the date the residential lease is signed, the lessee shall submit both to CHD and, if financing, the financial institution, a copy of their signed builder's contract, which meets the requirements contained in section 1.5 hereof and any applicable laws, ordinances, codes.

1.7-5. *Formal Loan Commitment.* Within thirty (30) calendar days from the due date of the builder's contract, the lessee shall submit to CHD a copy of a formal loan commitment from their financial institution. In the event the formal loan commitment expires before the residential lease is recorded with the BIA, should the lot be trust land, then the lessee shall submit a new formal loan commitment within thirty (30) calendar days of the expiration date in order to ensure a continued ability to secure financing.

1.7-6. *Owner Occupied.* Unless otherwise approved by the CHD Residential and Finance Area Manager, all HBO lots must be ready to be owner occupied within two (2) years from the date the residential lease is signed.

1.7-7. *Enforcement.* Failure to comply with the timelines provided in this section shall be deemed a breach of the HBO residential lease and may result in termination of the residential lease. In the event the residential lease is terminated for noncompliance herewith, all costs and fees paid by the lessee along with any non-movable property affixed to the lot shall be forfeited to CHD.

End.

Original effective date: 07-22-2020