

ST CROIX CHIPPEWA HOUSING AUTHORITY  
P.O. BOX 347  
HERTEL, WI 54845

DWELLING LEASE

1 IDENTIFICATION OF PARTIES AND LEASED PREMISES

The St. Croix Chippewa Housing Authority (hereafter the Housing Authority) does lease to:

\_\_\_\_\_  
(hereafter the Tenant) the dwelling unit described below, to be occupied only by the following approved household members:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(household members)

\_\_\_\_\_  
(household members)

under the terms and conditions stated herein.

ADDRESS:

\_\_\_\_\_

UNIT NO:

\_\_\_\_\_

ST. CROIX CHIPPEWA HOUSING AUTHORITY

P.O. Box 347

Hertel, Wisconsin 54845

PHONE 349-2727 FAX 349-7505

ST. CROIX CHIPPEWA HOUSING AUTHORITY  
ADMISSIONS AND OCCUPANCY POLICY

These policies are adopted to specify the Admissions and Occupancy's of the Housing Authority. This policy includes procedures for handling admissions and ensures that the selection process shall be carried out fairly and objectively for all tenants and homebuyers. This policy shall be posted in the Housing Authority Office and provided to tenants and homebuyers upon request.

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2 TERMS OF THE LEASE

The lease shall begin on \_\_\_\_\_ and end at midnight on the last of the same calendar month, both dates inclusive, unless terminated as herein provided.

3 RENEWAL OF LEASE

This lease shall be automatically renewed for successive terms of one (1) month each provided that the tenant complies with the terms and provisions set forth herein. Any modifications of the form dwelling lease made by the Housing Authority during the term hereof or any renewal term shall apply during the subsequent renewal terms.

4 RENT

Tenant shall pay the Housing Authority the sum of \$ \_\_\_\_\_ per month for rent, which includes \$2.00 monthly for the purpose of septic pumping, which sum is payable on the first day of each successive month. If rent is not paid by the tenth (10) day of the month, a late charge of \$15.00 will be applied; rent will not be accepted after the 10th unless the late payment is included. Otherwise the lease is null and void; tenant will have 10 days to find suitable alternative housing. This rent will remain in effect unless adjusted in accordance with the provisions of section 8 hereof. Rent shall be payable at the offices of the Housing Authority unless otherwise designated in writing.

5 UTILITIES

Tenant will be billed directly for services received from the following specifically described utilities, unless otherwise provided for, and the tenant shall make payment to said utility companies at all times during the term of this lease or any renewals thereof:

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Failure by Tenant to remain current in payment of utility charges shall constitute a default under the terms of this lease, and will be grounds for eviction. (This provision applies to all rental units except the Sand Lake Elderly Unit and the Round lake Elderly Unit. In those units utilities are paid by the Housing Authority. In addition, some negative rent Tenants may not have to pay total utility charges if the rental account is paid in full and Board action permits.)

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The following utilities will be provided by the Housing Authority.

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The Housing Authority will not be liable for failure to supply utility services for any cause whatsoever unless the Housing Authority fails to exercise reasonable diligence to remedy the failure.

6 SECURITY DEPOSIT

Tenant agrees to pay a security deposit of \$\_\_\_\_\_. This may be paid in advance, or in monthly increments at the Executive Director's discretion. The security deposit, less \$40.00 for cleaning, will be returned to the Tenant upon vacating provided:

- (1) All rents and other charges are paid;
- (2) The dwelling and its equipment are clean;
- (3) There is no damage to the dwelling, its equipment, or the real property comprising the total leased premises occupied by Tenant, including the landscaping and grounds on the property, beyond that due to normal wear and tear and use and;
- (4) The keys are returned to the offices of the housing Authority.

The refund of the security deposit will not be made until after Tenant has vacated and the dwelling has been inspected by the Housing Authority. The deposit may not be used to pay rent and other charges while the tenant is in occupancy.

7 DEFINITION OF TERMS

(1) Child care expenses - The amounts anticipated to be paid by the family for care of children under 13 years of age during the period for which annual income is computed, but only where such care is necessary to enable a family member to be gainfully employed or further his/her education. The amount deducted shall reflect reasonable and necessary charges for child care, and in the case of child care necessary to permit employment, the amount deducted shall not exceed amount of income received from such employment.

(2) Dependent - A member of the family household (excluding foster children) other than the family head or spouse, who is under 18 years of age or is a disabled or handicapped or

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is a full time student.

(3) Disabled person - A person who is under a disability as defined in Section 223 of the Social Security Act (43 U.S.C. §423) or in Section 102(b)(5) of the Developmental Disabilities Services and Facilities Construction Amendments of 1970 [42 U.S.C. §6001(7)].

43 U.S.C. §423 defines disability as: (1) Inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to last for a continuous period of not less than 12 months; or (2) in the case of an individual who has attained the age of 55 and is blind, inability by reason of such blindness to engage in any substantial gainful activity requiring skills or abilities comparable to those of any gainful activity in which he/she has previously engaged with some regularity and over a substantial period of time.

42 U.S.C. §6001(7) defines disabilities as: A disability attributable to mental retardation, cerebral palsy, epilepsy or another neurological condition or an individual found by the Secretary to be closely related to mental retardation or to require treatment similar to that required for mentally retarded individuals which mental disability originates before such individual attains the age of 18, which has continued or can be expected to continue indefinitely and which constitutes a substantial handicap for such individual.

(4) Elderly family - A family whose head or spouse or whose sole member is at least 62 years of age, or disabled person or handicapped person as defined herein and may include two or more elderly, disabled or handicapped persons living together or one or more such persons living with another person who is determined to be essential to his/her care and well being.

(5) Elderly person - A person who is at least 62 years of age.

(6) Family - Two or more persons sharing residency whose income and resources are available to meet the family's needs and who are either related by blood, marriage or operation of law. This includes an adult and foster child or a person living alone during the temporary absence of a family member, who later will return and live regularly in the family unit. For continued occupancy only, it includes the remaining member of a Tenant family, provided legal age for contractual purposes has been attained, and other occupancy standards have been met.

(7) Full time student - A person who is carrying a subject load which is considered full time for any student under the standards and practices of the educational institution attended. An educational institution includes a vocational

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school with a diploma or certificate program as well as an institution offering a college degree.

(8) Handicapped person - A person having a physical or mental impairment which (1) is expected to be of long-continued and indefinite duration, (2) substantially impedes his/her ability to live independently, and (3) is of such a nature that such ability could be improved by more suitable living conditions.

(9) Head of household, Lessee/co-lessee - Members of the family who are legally responsible and accountable for the family. These are the family members to whom the Housing Authority leases a unit and who are legally responsible for meeting the obligations of the lease. If a husband and wife are present in a home, both are required to sign the lease, provided both are mentally and physically capable.

(10) Residual family member - the remaining member of a tenant family, for continued occupancy only, with the restriction that the residual member is a responsible adult and meets the regulatory conditions of remaining in occupancy. Before a dwelling lease can be executed with the residual family member, approval must be given by the Executive Director and approval will be based on additional standards which will be made available if necessary. Residual family members who do not qualify as elderly shall be required to transfer to a smaller house as soon as a dwelling of appropriate size becomes available.

(11) Single person - A person living alone or intending to live alone who does not qualify as an elderly family or displaced person or as the remaining member of a tenant family. Single persons cannot be admitted to Indian housing unless authorization is issued by the HUD field office.

(12) Spouse - the husband or wife of the head of household.

#### 8 REDETERMINATION OF ELIGIBILITY, RENT, AND UNIT SIZE

A Reexamination will occur annually for all tenants. The Tenant agrees to provide, in the form prescribed by the Authority, accurate facts as to composition of his family, and ages, income, and assets of its members. If on the basis of this reexamination the Authority determines that:

(1) The Tenant's income warrants a change in rent under the Authority's approved schedule of rents, posted in the project office, a new lease will be executed of the Authority will mail a written Notice of Rent Adjustment and such Notice of Rent Adjustment shall automatically constitute an amendment to this lease, and shall take effect on the first day of the second month following the month in which the adjustment occurred.

(2) Tenant can show a change in circumstances, such as

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a decline in income, which would justify a reduction in rent pursuant to the schedule of rents or such other circumstances as would create a hardship situation.

(3) Receipt or discontinuance of welfare assistance. Such a change must be reported to the Authority within ten (10) days of its occurrence.

(4) The Tenant's family composition no longer conforms to the Authority's occupancy standards for the unit occupied, the Authority may require the Tenant to move into a unit of appropriate size.

(5) It is found that Tenant has misrepresented to the Housing Authority the facts upon which his rent is based, so that the rent he is paying is less than he should have been charged. If this is found then the rent increase will be made retroactive.

In the event that any rent adjustment is made pursuant to the above, the housing Authority will mail a Notice of Rent Adjustment to the Tenant in accordance with Section 14 hereof. In the event of a rent decrease, the adjustment will become effective on the first day of the following month. In the event of an increase the adjustment will take effect the first day of the second month following, unless the increase results from intentional misrepresentation as set forth in sub. (a) (4) above.

#### 9 TRANSFER OF RESIDENTS

Residents who are ineligible for the size of leased premises they occupy because the space they occupy is under-utilized or overcrowded will be given preference in transferring to an appropriately sized unit. Residents may request a transfer to another development for reasons other than the inappropriateness on the size of the unit. Such requests will be considered, but if approved, will not be given preference over applicants for Indian housing. A resident initiating a transfer request for reasons than being inappropriately housed shall be assessed a transfer fee in addition to any charges for the maintenance and repairs beyond the normal wear and tear and deemed to be the responsibility on the resident. The transfer of a family for any reason within a low-income Indian housing development operated by the Housing Authority is not deemed to be an admission to the development and is not subject to the admission preferences.

(1) A Tenant will not be permitted to transfer to another unit project/unit unless he has occupied the present dwelling unit for a period of six (6) months or more, or as approved by the St. Croix Housing Authority Board of Commissioners.

(2) Transfers may be granted for a number of acceptable

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reasons. Examples are:

- a. To be closer to work.
- b. When necessary to provide essential health care to a family member where a change in location would be a definite benefit to the person in need of health care.
- c. To be closer to a source of child care, thus facilitating employment by a tenant.
- d. Transfers of an elderly person to a project specifically designed for the elderly.
- e. Transfers from any specific unit with stairs, when a permanent illness or disability, as shown by medical proof, makes a one level or ground level unit or apartment more desirable.
- f. Where a family is unable to make proper social adjustments and a management problem exists.

#### 10 OCCUPANCY OF THE DWELLING UNIT

Tenant agrees not to assign this lease, not to sublet or transfer possession of the leased premises, nor give accommodation to boarders or lodgers without written consent of the Housing Authority. Tenant further agrees to not to use or permit the use of the dwelling for any other purpose than as a private dwelling unit solely for Tenant and his or her family and/or dependents. However, only those household members who are listed in Section 1 hereof or who have subsequently been approved in-writing by the Housing Authority are permitted to use the dwelling unit for more than visitation purposes. This provision does not exclude reasonable accommodation of Tenant's guests, visitors, foster children, or live-in care for a member of Tenant's family; however, Tenant agrees to advise the Housing Authority prior to providing accommodations for such individuals. In the event of any person residing in the dwelling unit for more than three (3) consecutive days, a written consent of the Housing Authority is required prior to such residency. Use of the dwelling unit as a private dwelling unit, as that term is used herein, means that the Tenant is living there seven days a week on a regular basis except for vacations and occasional overnight absences. Tenant agrees to abide by such reasonable and necessary regulations as may be promulgated by the housing Authority for the benefit and wellbeing of the housing project and its tenants.

If Tenant leaves the leased unit, and does not use it for a period of seven days or more without notifying the Housing Authority, the Housing Authority may treat the unit as abandoned. This means that the Housing Authority may enter the unit and remove and store all the property it finds in

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the unit. If Tenant does not ask for return of the property within seven days from the time it was removed and stored, the Housing Authority may sell or otherwise dispose of the property and apply any money received to what is owed for rent, damaged, storage, sale costs, or attorney's fees. Any money left must be held by the Authority for Tenant for six (6) months.

#### 11 HOUSING AUTHORITY OBLIGATIONS

The Housing Authority is obligated:

- (a) To maintain the premises and the project in decent, safe, and sanitary condition.
- (b) To comply with requirements of applicable building codes, housing codes and HUD regulations materially affecting health and safety.
- (c) To make necessary repairs to the premises.
- (d) To keep project buildings, facilities, and common areas not otherwise assigned to Tenant for maintenance and upkeep in a safe condition.
- (e) To maintain in good safe working order and condition electrical, plumbing, sanitary, heating, ventilation, and other facilities and appliances supplied or required to be supplied by the Housing Authority.
- (f) To provide and maintain appropriate receptacles and facilities (except containers for the exclusive use of Tenant) for the deposit of trash and garbage as removed from the premises by the Tenant.

#### 12 TENANT'S OBLIGATIONS

In addition to all the other obligations, terms and conditions of this lease, Tenant agrees to comply with the following provisions.

- (a) To abide by necessary and reasonable regulations promulgated by the Housing Authority for the benefit and wellbeing of the housing project and the tenants, which shall be posted in the project office and are hereby incorporated by reference in this lease as if fully set forth herein.
- (b) To comply with all obligations imposed upon tenants by applicable provisions of building and housing codes materially affecting health and safety.
- (c) To keep the premises and other such areas as may be assigned to Tenant's exclusive use in a clean and safe condition.
- (d) To dispose of all ashes, garbage rubbish and other waste from the premises in a safe and sanitary manner.
- (e) To use only in a reasonable manner all electrical, plumbing, sanitary, heating, ventilating, air conditioning and

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other facilities provided.

(f) To refrain from, and to cause other household members and guests to refrain from, destroying, defacing damaging or removing any part of the premises or project.

(g) To pay reasonable charges (other than for wear and tear) for the repair of damages to the premises, project buildings, facilities, or common areas caused by Tenant, his household, or guests.

(h) To conduct himself and to cause others who are on the premises to conduct themselves in a manner which will not disturb the neighbor's peaceful enjoyment of their accommodations and will be conducive to maintaining the project in a decent, safe, and sanitary condition.

(i) To refrain from all illegal or other activity which impairs the physical or social environment of the project. This prohibition includes permitting minors and school age children to assemble and congregate at the dwelling unit during school hours and/or become exposed to or permitted to use alcohol and/or illegal drugs.

(j) To keep any pets on the leased premises (both house pets and those in the yard adjacent to the dwelling) on a leash, in a pen or confined to the yard. Three notices of violation of this provision shall constitute grounds for eviction. There shall be no more than two (2) pets per household. All pets must be controlled so as to make excessive noise or engage in activities which unduly disturb neighbors.

(k) If Tenant shall leave any property on the premises after vacating or abandonment of the premises, Tenant shall be deemed to have abandoned the property, and the Housing Authority shall have the right to dispose of the property.

(l) To keep current in payment of all utility accounts, and maintain heat in the premises at all times during October through April sufficient to prevent freezing of the water pipes.

(m) None of the following are permitted on the leased premises at any time: abandonment of inoperable motor vehicles including automobiles, snowmobiles, motorcycles, three wheelers, and quad runners. Tenant's failure to remove such vehicles within ten (10) days of written demand by the Housing Authority shall be grounds for eviction.

### 13 MAINTENANCE, DAMAGE, AND REPAIR

Tenant shall use reasonable care to keep his dwelling unit in such condition as to prevent health and sanitation problems from arising. Tenant shall notify the Housing Authority promptly of any known need for repairs to the leased premises and of known unsafe conditions in the common areas and

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grounds of the project which could lead to damage or injury and shall take steps to minimize damage, when possible, until maintenance arrives (ie turn off water supply in the event of a leak). Except for normal wear and tear, Tenant agrees to pay reasonable charges for repair of intentional or negligent damage caused by Tenant his family, dependents, or guests. Such charges shall be billed to Tenant and shall specify the items of damages involved, correctional action taken and the cost thereof. The Housing Authority agrees to accept rental money without regard to any other charges owed by Tenant to the Housing Authority, and to seek separate legal remedy for the collection of any other charges which may accrue to the Housing Authority from the Tenant.

The Housing Authority shall maintain the buildings and common areas to the project in a decent, safe, and sanitary condition in conformity with the requirements of local housing codes and applicable regulations and guidelines of HUD. The Housing Authority shall make all necessary repairs, alterations, and improvements to the dwelling unit with reasonable promptness at its own cost and expense, except as otherwise provided herein. If repairs of defects hazardous to life, health and safety of Tenant, the Housing Authority shall attend to the same within 72 hours of the Tenant's reporting of the condition, and if it was within the Housing Authority's ability to correct the defect, or obtain the correction thereof, Tenant's rent shall abate during the entire period of the existence of such defect while Tenant is residing in unrepaired dwelling. Rent shall not abate if Tenant rejects reasonable alternative temporary accommodations.

Tenant assumes the following specific maintenance responsibilities in addition to those set forth herein:

- \* responsibility for keeping the driveway free of snow
- \* responsibility for testing smoke alarms, and reporting to the Housing Authority if such alarms are inoperable.

#### 14 LEGAL NOTICES

Any notice required hereunder shall be sufficient if delivered in writing to Tenant personally, or to an adult member of his family residing in the dwelling unit. or if sent by certified mail, return receipt requested, properly addressed to Tenant postage prepaid. Notice to the Housing Authority must be in writing and either delivered to a Housing Authority employee at the Housing Authority offices or mailed to the Housing Authority by certified mail, properly addressed and postage prepaid.

#### 15 INSPECTIONS

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(a) Prior to Tenant moving into the dwelling unit, the Housing Authority and the Tenant or a representative shall inspect the dwelling unit and the housing Authority shall give the Tenant a written statement of the condition of the dwelling unit and the equipment in it. The statement of the condition of the dwelling unit shall be signed by the Tenant and the Housing Authority and a copy shall be maintained in the Tenant's file.

(b) Tenant agrees that the duly authorized agent, employee, or representative of the Housing Authority shall be permitted to enter the Tenant's dwelling unit for the purpose of examining the condition thereof or for making repairs or improvements. Such entry may be made only during reasonable hours, after advance notice in writing to Tenant of the date, time, and purpose: provided however, that the Housing Authority shall have the right to enter Tenant's dwelling unit without prior notice if the housing Authority believes an emergency exists which requires such entrance. The Housing Authority shall promptly notify Tenant in writing of the date, time, and purpose of such entry, and of the emergency which necessitated it.

(c) When Tenant vacates the dwelling unit, the Housing Authority shall inspect the dwelling unit and give tenant a written statement of the charges, if any, for which Tenant is responsible. Tenant or a representative may join in such inspection. The security deposit may be retained to pay for any charges so made.

(d) If after emergency inspection of premises pursuant to this section the Housing Authority has reason to believe that Tenant has left the dwelling unit without sufficient heat to prevent the water pipes from freezing or has otherwise left the premises in a dangerous condition, the Housing Authority may apply to the Tribal Court for an order granting it emergency possession of the premises for the purpose of providing heat or correcting the dangerous condition. Tenant may be assessed the cost of any necessary corrective action. In addition to the order obtained under this provision, the Housing Authority may pursue termination of the lease pursuant to Section 16 hereof.

#### 16 TERMINATION OF LEASE

(a) This lease may be terminated by Tenant at any time by giving 15 days written notice in the manner specified in Section 14 hereof.

(b) Tenant agrees to leave the dwelling in a clean, good and habitable condition, reasonable wear and tear excepted, and to return the keys to the housing Authority offices when he vacates.

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(c) The Housing Authority shall not terminate or refuse to renew this lease other than for a serious or repeated violation of the material terms of this lease, such as the failure to make payments due under the lease, or to fulfill the tenant obligations set forth in Section 12, or for breach of any other terms of this lease.

(d) The Housing Authority shall give written notice of termination at least fourteen (14) days prior to termination in the case of failure by Tenant to pay rent when due.

(e) The Housing Authority shall give written notice of termination of lease within a reasonable time commensurate with the exigencies of the situation in the case of creation or maintenance of a threat to the health or safety of the Tenant, occupants of the dwelling unit, other tenants, Housing Authority employees, or of serious damage to the premises itself.

(f) The Housing Authority shall give written notice of termination of lease not less than thirty (30) days prior to termination in all other cases not covered by 16 (d) or (e) hereof.

(g) Notice by either party to this lease may be given on any day of the month by the procedure outlined in Section 14 hereof.

(h) Notification of the termination of the Tenants occupancy by the Housing Authority must include:

- 1 The specific reason for the proposed eviction and the alleged facts upon which it is based.

- 2 That the Tenant has the right to make a reply as he may wish to the charges for termination of lease made by the Housing Authority.

- 3 The right to request a hearing upon the proposed eviction in the manner provided in Section 17 hereof.

(i) The St. Croix Tribal Court shall have exclusive jurisdiction over actions regarding this lease, including evictions and summary proceedings to recover possession of premises. By executing this lease Tenant submits to the jurisdiction of the St. Croix Tribal Court

## 17 GRIEVANCE PROCEDURE

All grievances or appeals arising under this lease shall be processed and resolved pursuant to the grievance procedure of the Housing Authority which is in effect at the time such grievance or appeal arises, which procedure is posted in the Housing Authority office and is hereby incorporated herein as if fully set forth herein.

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18 INSURANCE

The Housing Authority shall cover the dwelling structure with insurance for fire and other damage caused by the elements. It is not covered for vandalism, personal liability, or the Tenants personal property. Tenant understands and agrees that he is responsible at his own cost and expense for insurance protection against damage by fire or any other contingency of his personal property in the leased premises, and for personal liability protection for himself, family and guests who have the use of the leased property.

Tenant hereby releases the St.Croix Chippewa Housing Authority, also known as tenant's landlord, from all liability which would result in injury, illness, or death in any such unit that is appointed to them from this day forward. Tenant will also assume all responsibility for guests that are in the unit and are not reported to the Housing Authority

19 LEGAL EXPENSES

Legal expenses in case a suit should be brought or the Housing Authority incurs fees for consultation with an attorney regarding enforcement of any of the provisions of this lease, or for recovery of possession of the leased premises, for recovery of rent or any other amount due under the provisions of this lease or because of the breach of any other covenant herein contained on the part of the Tenant to be performed, and a breach is established, shall be the responsibility of Tenant, and Tenant shall pay the housing Authority all expenses incurred therefor including reasonable attorneys fees, costs, disbursements, and expenses for service by sheriff or other authorized process server.

20 MODIFICATIONS

This lease together with any future adjustments on rent, eligibility, dwelling unit, or other changes necessitated by changes in the law of HUD regulations or directives, together with the documents incorporated herein by reference, evidences the entire agreement between the housing Authority and the Tenant. No other change herein during the term hereof or any renewal period shall be enforceable unless they are made a written rider to this lease executed and dated by both parties hereto.

Provisions applicable during any renewal period hereof shall be automatically modified to include changes as provided in section 3 hereof.

# ST. CROIX CHIPPEWA HOUSING AUTHORITY

P.O. Box 347

Hertel, Wisconsin 54845

PHONE 349-2727 FAX 349-7505

## ST. CROIX CHIPPEWA HOUSING AUTHORITY ADMISSIONS AND OCCUPANCY POLICY

These policies are adopted to specify the Admissions and Occupancy's of the Housing Authority. This policy includes procedures for handling admissions and ensures that the selection process shall be carried out fairly and objectively for all tenants and homebuyers. This policy shall be posted in the Housing Authority Office and provided to tenants and homebuyers upon request.

Point System  
for selection  
Pg 5

EFFECTIVE: 4-2-2003

In Witness whereof, the parties have executed this lease agreement  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
at Hertel, WI

FOR THE HOUSING AUTHORITY:

FOR THE TENANT

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tenant

# ST. CROIX CHIPPEWA HOUSING AUTHORITY

P.O. Box 347

Hertel, Wisconsin 54845

PHONE 349-2727 FAX 349-7505

## ST. CROIX CHIPPEWA HOUSING AUTHORITY ADMISSIONS AND OCCUPANCY POLICY

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Point System  
for selection  
Pg 5

EFFECTIVE: 4-2-2003

# St. Croix Tribal Council

P.O. Box 45287

24663 Angelina Avenue

Hertel, Wisconsin 54845

(715)349-2195

Fax (715)349-5768

## TRIBAL COUNCIL

"Jay" Emery, Jr.  
Chairman  
Sand Lake Community

Hazel Hindsley  
Vice-Chairperson  
Maple Plain Community

Lewis Taylor  
Secretary/Treasurer  
Sand Lake Community

Gloria E. Benjamin  
Member  
Danbury Community

David Merrill  
Member  
Round Lake Community

## EXECUTIVE SECRETARY

Mary Hartmann

## HEALTH DIRECTOR

Phyllis Lowe

## PERSONNEL DIRECTOR

Roberta Reynolds

## INTERSTATE

David Benjamin  
Director

Roxanne Pardun  
Accounting Clerk

## COMPTROLLER

Rick Petersen

## PLANNING DEPARTMENT

Richard F. Hartmann

## JUDICIAL BRANCH

Louis Bearheart  
Gloria Merrill  
Judges

Penny Nelson  
Court Clerk

## TRIBAL ATTORNEY

Howard J. Bichler  
Lenore Knudtson

Julie Nelson  
Office Manager

## ENTERPRISES

St. Croix Casino  
Sand Lake  
Hole In The Wall Casino  
Danbury  
Little Turtle Hertel Express  
St. Croix Ojibwa Construction Co.

## RESOLUTION NO. 3/4/03-01

**WHEREAS**, the St. Croix Tribal Council is the governing body of the St. Croix Chippewa Indians of Wisconsin, and

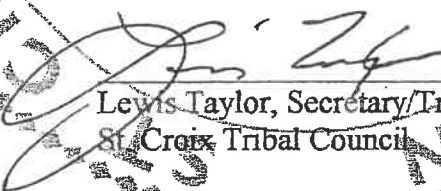
**WHEREAS**, the St. Croix Tribe has adopted various housing policies and procedures for Indian housing, and

**WHEREAS**, it is a goal of the Tribal Council to apply said policies and procedures in a fair and equitable fashion to all housing existing now or in the future on trust or reservation lands,

**NOW, THEREFORE BE IT RESOLVED**, that the St. Croix Housing Interim Conforming Ordinance, attached hereto, is hereby adopted by law, effective on the 14<sup>th</sup> day after the date of this resolution.

## Certification

I, the undersigned as Secretary/Treasurer of the St. Croix Tribal Council, do hereby certify that the council is composed of five (5) members of whom 5 were present, constituting a quorum, at a meeting duly called, convened and held this 3 day of March 2003, and that the foregoing resolution was adopted at said meeting by an affirmative vote of 5 members for, 0 against, and 0 members abstaining from the vote, and that said resolution has not been rescinded or amended in any way.

  
Lewis Taylor, Secretary/Treasurer  
St. Croix Tribal Council



Chapter 500 HOUSING

Section 500.00 - Interim Conforming Provision.

- (a) All obligations, rights and procedures of existing housing ordinances, including the "Dwelling Lease" shall apply to all housing in which the Tribe holds an interest, whether existing now or in the future and whether on trust or reservation lands.
- (b) Tribal owned or managed housing on fee land shall be subject to existing provisions for non-indian housing.





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Benjamin  
or

Roxanne Pardun  
Accounting Clerk

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Rick Petersen

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## ENTERPRISES

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Lake  
Hertel The Wall Casino  
Danbury  
Little Turtle Hertel Express  
St. Croix Ojibwa Construction Co.

## RESOLUTION NO. 4/22/03-01

**WHEREAS**, the St. Croix Tribal Council is the governing body of the St. Croix Chippewa Indians of Wisconsin, and

**WHEREAS**, the St. Croix Tribe has adopted various housing policies and procedures for Indian housing, and

**WHEREAS**, it is a goal of the Tribal Council to apply said policies and procedures in a fair and equitable fashion to all housing existing now or in the future on trust or reservation lands, and

**WHEREAS**, in order to properly administer Tribal Housing, full-time Commissioners are needed;

**NOW, THEREFORE BE IT RESOLVED**, that the St. Croix Housing Authority Board is hereby dissolved and replaced by a five member St. Croix Housing Commission effective on the 15<sup>th</sup> day after the date of this resolution.

### Certification

I, the undersigned as Secretary/Treasurer of the St. Croix Tribal Council, do hereby certify that the council is composed of five (5) members of whom 5 were present, constituting a quorum, at a meeting duly called, convened and held this 22 day of April 2003, and that the foregoing resolution was adopted at said meeting by an affirmative vote of 5 members for, 0 against, and 0 members abstaining from the vote, and that said resolution has not been rescinded or amended in any way.

Lewis Taylor, Secretary/Treasurer  
St. Croix Tribal Council

