



STORM SHELTER ASSISTANCE PROGRAM POLICY & PROCEDURES

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Printed copies are for reference only. Please refer to the electronic copy for the latest version.

Section 1 General Provisions

A. Introduction; Tribal Preference. The Board of Commissioners (“BOC”) of The Absentee Shawnee Housing Authority are obligating program income funds to provide storm shelter assistance to enrolled members of the Absentee Shawnee Tribe. This Storm Shelter Assistance program was created to ensure the safety and welfare of its members during natural disasters. To that end, the Storm Shelter Assistance program will provide available funds necessary to assist with the purchase of all types of shelters. The Storm Shelter Assistance program is available to enrolled Absentee Shawnee Tribal Members who are homeowners, and the residence is located within the State of Oklahoma. The Absentee Shawnee Housing Authority (“ASHA”) personnel will administer the program.

B. Purpose. The Policy is designed to serve as:

1. A guide regarding participant eligibility and selection;
2. A document to provide consistent, equitable and uniform treatment of clients and applicants; and
3. A basis for decision-making by staff.

C. Interpretation; Applicability. This Policy supersedes any and all ordinances, policies, laws and/or resolutions regarding its subject matter.

D. Sovereign Immunity. The ASHA specifically retains all governmental immunities associated with its sovereign status. The ASHA’s subsidiaries, employees, officers and agents shall share in its sovereign immunity from suit. The ASHA does not waive its sovereign immunity in any respect and this Policy shall not be construed as such waiver.

E. Notice. All applicants for the Program shall receive a copy of this Policy, and shall acknowledge receipt in writing. The ASHA shall post a copy of this Policy in the lobby of its headquarters and/or the company website.



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Section 2 Conditions of Eligibility

A. Participant Eligibility Criteria. The following criteria shall govern eligibility for participation in the Program:

1. The applicant must be an enrolled member of the Absentee Shawnee Tribe of Indians of Oklahoma;
2. The applicant must be at least eighteen (18) years of age;
3. The applicant must own the home (“dwelling unit”) proposed where the shelter will be placed and have owned and continuously occupied such dwelling unit for a period of not less than twelve (12) months to the date of the application. The applicant must present proof of ownership of the home in the form of a warranty or quitclaim deed. Owners of restricted Indian land may participate in the Program, provided that they present proof of ownership in the form of a deed or validly-approved lease for a period of not less than 25 years;
4. The Dwelling Unit must be the primary residence of the applicant-household and must remain the primary residence for a period of not less than the affordability period within the Useful Life Commitment Agreement following completion of the storm shelter installation.
5. The Dwelling Unit must be located within the state of Oklahoma.
6. The applicant must publicly disclose any conflicts of interest arising from immediate family ties to any employee of the ASHA, member of the BOC and/or elected tribal official.

B. Ineligible Applicants; Participant Exclusion Criteria.

1. If an applicant or household member was evicted from a rental or homeownership project of the ASHA for non-payment of rent, or if the applicant or household member owes a debt to the ASHA or Tribe for any reason, he or she shall not be eligible for participation in the Program until all moneys owed to the ASHA or Tribe are repaid or discharged by resolution of the BOC.



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2. Parties to land contracts, contracts for deed, lease-purchase agreements, or any other form of constructive mortgage specifically are excluded from participation in the Program.
 3. The ASHA, in its sole discretion, may withhold admission to the Program if it is determined during the application verification process that the applicant and/or any adult household member(s):
 - a. Have previously abandoned and/or damaged a unit owned or managed by the ASHA; and/or
 - b. Have a history of conduct which indicates that the Dwelling Unit would not be properly used or maintained following the installation of a storm shelter.
 4. Applicants who have received any assistance such as housing repair and/or rehabilitation assistance from the ASHA and/or the Tribe will be ineligible to participate in the Program for a period of five (5) years following the date of completion of the work or the end of the term of the Useful Life & Binding Commitment agreement. Applicants who received one-thousand five hundred dollars (\$1,500.00) or less in program assistance are exempt from the five (5) year waiting period.
 5. Applicants who have previously participated in any homeownership program administered by the ASHA (including but not limited to the Mutual Help, Lease to Own programs) will be ineligible to participate in the Program for a period of three (3) years following the date of conveyance of the unit from the ASHA to the participant.
 6. Applicants who are current participants in any homeownership program administered by the ASHA (including but not limited to the Mutual Help, Lease to Own programs) will be eligible to participate in the Program if one or more of the following conditions apply:
 - a.) The applicant is elder, age 55 and up, and is unable to receive any assistance by ASHA's other programs or any other agency for storm shelter installation.
 - b.) The Executive Director in his/her sole discretion may waive the requirements of this sub-section when an applicant's living environment presents an imminent health or safety risk.
- C. Limitations. The following additional limitations apply to the Program:



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1. Each household is limited to a maximum of \$8,000.00 in Storm Shelter Assistance;
2. Although the maximum individual grant amount under the Program is \$8,000.00 an eligible applicant is not automatically entitled to that amount and will not receive that amount if a smaller grant will address the storm shelter needs identified by the applicant and verified by the ASHA;
3. Storm shelter assistance under this Program shall be solely for the purpose to improve the safety and welfare of its members during natural disasters. The ASHA cannot remodel, renovate or modernize homes under this Program;
4. If the participant sells or conveys the home within the affordability period within the Useful Life and Binding Commitment Agreement following the completion of the storm shelter installation, the grant is voided, and the assistance must be repaid to the ASHA according to the repay agreement;
5. All projects shall be subject to applicable tribal, local and State building codes and ordinances and HUD building standards.
6. Factors such as weather, location, participant cooperation, availability of materials and site preparation may affect anticipated start and completion dates for individual projects; and
7. Funds for the storm shelter assistance will be transferred to the qualified, licensed and insured contractor who submits the bid that best satisfies the criteria for the program. No moneys will be granted, loaned or transferred directly to program participants.



Section 3 Application Procedures

A. Application Requirement. The application is the basic record of each family applying for admission to the Program. Each applicant is required to provide the information requested on the application form and to sign the application and all supporting documents. All information and statements made by the applicant are subject to verification. **Providing false statements renders the applicant ineligible.** Incomplete applications will not be accepted.

B. Application Procedure.

1. Applications are accepted by the Intake Clerk. Each application shall reflect the date and time received.
2. The application and all information relating to the family's eligibility shall be maintained in a file, along with all relevant correspondence. Files will be placed in one of three categories, as follows:
 - a. **“Eligible”** - Applicant has met initial eligibility requirements and has been placed on the waiting list for the program;
 - b. **“Ineligible”** - Applicant has not met initial eligibility requirements and/or has been determined to be ineligible for the program; or
 - c. **“Inactive”**– Applicant has not updated the application within thirty (30) days of notification and has been removed from the waiting list pursuant to Section 3(E), below.
3. If during the application intake and screening process it is determined that the applicant is ineligible for program participation, the applicant will be informed of such determination and the application classified as ineligible. In such instances, sufficient information and findings pertaining to the denial of service will be entered on the application form. A letter will be mailed to the applicant within **thirty (30) days** of the date of denial. The notice shall specify the grounds for the denial of service and notify the applicant of his/her right to appeal the decision pursuant to the Grievance Policy and Procedure of the ASHA.
4. All entries will be made in ink or typed. Corrections or changes will be made by striking through the original entry and entering the correct information. Such changes are to be dated and initialed by the person recording the change, with all changes and explanations noted in the record.



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C. Verification and Documentation of Application Information. Information submitted by each applicant shall be verified to ensure that the information is true and correct. Complete and accurate verification records will be maintained. Each applicant shall provide the following documents to verify Indian status, identity, and other conditions of eligibility. At a minimum, each applicant shall provide copies of:

1. The tribal membership card of the Head of Household and/or other household member(s) claiming Indian status;
2. Social Security cards and birth certificates for all household members;
3. Copies of documents in the applicant's possession which substantiate his or her statements, or a brief summary of the pertinent contents of such documents, signed and dated by the staff member who viewed them;
4. Copy of the property deed verifying the applicant is the owner of the property;

D. Waiting List.

1. Waiting lists shall be maintained for the Program. All eligible applicants shall be placed on the waiting list according to the selection preferences set forth in Section 4 of this Policy.
2. The waiting list shall be updated on a regular basis. Any applicant wishing to be removed from the list must submit a written request; otherwise, no eligible applicant may be removed from the waiting list except for failure to update his or her application in accordance with Section 3(E), below.

E. Application Updates. Applicants shall update their applications and supporting documents and maintain current contact information on file on an annual basis. This is the responsibility of the applicant and not the ASHA. Applicants who have not updated their applications within thirty (30) days of notification will be removed from the waiting list and will have to re-apply to be placed back on the waiting list. These applicants will receive a new approval date.



Section 4 Selection of Participants

A. Preference. The ASHA reserves the right to reconfigure the rank order when an applicant's living environment presents an imminent health or safety risk. In all other cases, and subject to the availability of funds, the ASHA shall allocate Program assistance to qualifying Applicant(s) on a first-come, first-serve basis

B. Selection of Participants; Closure of the Waiting List. The ASHA will close the waiting list for the Program as determined each year by the BOC and indicated on the Program announcement. Applications received after the stated deadline shall not be considered during that program cycle. The ASHA will review and rank all eligible applicants who submit completed applications and all supporting documents on or before the stated deadline. The ASHA shall generate a list of applicants who may be served within the budget for the Program within the particular Program cycle, which shall be subject to approval of the BOC. The ASHA will proceed to distribute program resources in rank order until moneys reserved for the particular cycle are exhausted. The BOC reserves the right to reconfigure the rank order when an applicant's living environment presents an imminent health or safety risk. The ASHA may initiate a new program cycle as determined by the BOC, depending upon the activities set forth in the Tribe's approved Indian Housing Plan and other budgetary limitations.

C. Notification of Selected Applicants. The ASHA shall notify applicants who are selected for Program participation in writing. The notification shall include, at a minimum, the following information:

1. A statement that the family has been documented as eligible for participation in the program;
2. The anticipated timeframe for the project and the scope of the work to be performed; and
3. A statement that the family has thirty (30) days in which to respond to the notice, either by accepting or rejecting the assistance offered. Failure to respond shall be considered a rejection of the offer.

Section 5 Implementation

A. Development of Scope of Work. A representative of the ASHA or designee on behalf of ASHA will inspect the Dwelling Unit prior to commencement of the work and will develop a scope of work. The scope of work shall be limited to the installation of a storm shelter. The scope of work developed by the ASHA shall be final.



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B. Principal Residency/Useful Life Restriction. The Participant shall occupy the Dwelling Unit as his/her principal residence at the time the assistance is rendered and remain occupied throughout the term of the useful life and binding agreement terms. The Useful Life and Binding Commitment Policy of the ASHA hereby is adopted and incorporated by reference.

Section 6 Enforcement

A. Termination of Participation; Court Action. In the event of non-compliance with any of the provisions set forth in this Policy or in the event it is discovered that the Participant misrepresented any information upon which the ASHA relied to establish Program eligibility, the ASHA may terminate the Participant's participation in the Program regardless of whether the work is completed at the time of termination. In addition, the ASHA may seek to recover any and all amounts paid on behalf of the Participant by filing a civil action in a court of competent jurisdiction. The District Court of the County where the Dwelling Unit is located, the District Court of the Absentee Shawnee of Oklahoma and such other court as the Tribe may hereinafter establish shall be considered courts of competent jurisdiction for purposes of enforcement of this Policy. The Participant consents to the jurisdiction of the courts of the Absentee Shawnee Tribe of Oklahoma as a condition of participation in the Program.

B. Enforcement Subsequent to Court Action. The following provisions apply to the collection of any court-ordered payments due to the ASHA:

1. Repayment of delinquent amounts subsequent to a court order shall be in full.
2. The ASHA may collect judgment debts from previous or current Participant(s) by:
 - a. Garnishing wages; and/or
 - b. placing liens on property.
3. Should written arrangements be made and the provisions thereof breached, the account may be referred to an attorney without further notice or action on the part of the ASHA.

C. Additional Payments Due to the Program. Additional charges that may be assessed to the participant include, but are not limited to:

- 1 Attorney's fees and court costs; and/or
2. Other charges specified under any applicable tribal, State or federal law or regulation.



Section 7 Miscellaneous Provisions

A. Inspections. Employees and agents of the ASHA are entitled to enter the premises to conduct inspections, investigate compliance issues or for any other necessary and reasonable purpose related to the Program prior to completion of the work. The participant shall make the premises available for inspection by the ASHA upon request, or be subject to termination of participation in the Program.

B. Confidentiality. Pursuant to Part 256 of 25 CFR, all information obtained by the ASHA in order to establish suitability for Program participation shall be kept strictly confidential. Additional disclosures of the information may occur during program reviews or audits, investigations by authorized law enforcement personnel or as necessary to comply with any reporting requirements of HUD and/or the Absentee Shawnee Tribe of Oklahoma.

C. Limitation of Liability; Indemnification. The ASHA shall not be liable to the participant or any of the participant's household members, visitors or patrons for any damage to person or property caused by any action, omission or negligence of the ASHA or any of its employees or agents. Further, the participant(s) agree to hold the ASHA harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from implementation of the Program.

D. Grievances. An applicant/participant may appeal a denial of service, an unsatisfactory amount of grant assistance or other aspect of participation in the Program pursuant to the Grievance Policy and Procedure governing all programs administered by the ASHA.

E. Recordings Disclaimer. The ASHA reserves the right to record any or all meetings, phone calls, and any conversations between applicants, residents, and household members for various legitimate purposes, including but not limited to documentation, record keeping, training and educational purposes and possibly for legal purposes, if admissible. Any recordings will be kept and stored according to the ASHA Privacy Policy, and all other regulatory policies.



APPLICATION FOR STORM SHELTER ASSISTANCE

First Name:		MI:		Last Name:	
Tribe Roll#					
Street Address or PO Box#					
City:		State:		Zip:	
Is the address listed above a current home owned/managed by the Absentee Shawnee Housing Authority? Yes _____ No _____					
Phone	Home# _____		Work# _____		
			Message# _____		
Email Address:		_____			

Part A. Family Composition

List all person(s) living in the household on a permanent basis.

	Name	Relationship	Date of Birth	Social Security #
1.		Applicant		
2.				
3.				
4.				
5.				
6.				
7.				
8.				

OPTIONAL INFORMATION:

Does anyone in the household, who is a permanent resident listed on this application, have a severe health problem, handicap or permanent disability? Yes No
 if yes, provide name of person(s) _____
 and attach doctor's statement.

Have you ever participated in a tribal housing program? Yes No

If yes please list: _____



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Part C. Select Preference of Storm shelter Type:

Please check all that apply:

<input type="checkbox"/> Above ground shelter	<input type="checkbox"/> Below ground shelter	<input type="checkbox"/> Shelter or safe room within the garage or interior of residence
<input type="checkbox"/> Other please explain:		

Have you ever received assistance through Absentee Shawnee Housing Authority?

Yes No If yes, when? _____

Is there an existing mortgage on your home? Yes No

Can you furnish a copy of the warranty deed in your name? Yes No

Is the land restricted or trust land? Yes No

Is this a Mutual Help/NAHASDA Lease Purchase Home? Yes No

If yes, when was it constructed _____

How long have you lived in the home? _____

In what year was the house constructed (estimate the date, if unknown): _____

Detailed directions: _____

An initial inspection will be conducted on behalf of the Absentee Shawnee Housing Authority to determine and address the best option for the storm shelter needs. **NOTE: This does not mean that your application has been approved.**

Part D. Release of Information, Public Disclosure and Signature

I understand that this application is not a contract and is not binding in any manner. I hereby authorize the ASHA to obtain any and all information necessary for the purpose of verifying the statements made above. I also understand that it is my responsibility to inform the ASHA if there is any changes that will affect my housing and/or living status on my application.



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PUBLIC DISCLOSURE STATEMENT

Section 1000.30 and 1000.32 of the Native American Housing Assistance and Self-Determination Act (NAHASDA) of 1996, mandates that a public disclosure regarding conflicts of interest must be made for selected applicants who have immediate family ties (mother, father, husband, wife, daughter, son, brother, sister, mother-in-law, father-in-law, daughter-in-law, son-in-law) to any employee of the ASHA, BOC member or elected Tribal Official.

To ensure that all applicants are treated fairly, a public disclosure will be done before you are permitted to participate in the program.

Do you have an immediate family tie to any of the above-mentioned individuals?

Yes No

If, yes please list their names and their relationship to you.

I/We certify that the information given is true and correct to the best of my knowledge. I/We understand that making any false statements is punishable under federal law. I/We understand that furnishing false statements or information is grounds for denial or termination of the Storm Shelter Assistance Program.

Signature Date

Signature Date

ASHA OFFICIAL CERTIFICATION

ASHA Representative Date



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WAIVER LEAD BASE PAINT

The ASHA will visually inspect privately owned homes constructed prior to January 1, 1978, to determine if Lead-Based Paint is present.

If a Lead-Based Paint test is required and the finding is positive, the ASHA is not obligated to eliminate the lead-based paint or provide rehabilitation services.

I acknowledge having read, understood and agreed to the above waiver.

Applicant (Print Name) Signature Date

Applicant (Print Name) Signature Date

ADDITIONAL ACKNOWLEDGEMENTS

Read these certifications carefully before you sign and date your application. Sign in ink.

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

Applicant's Signature: _____ Date: _____

Spouse's Signature (if applicable): _____ Date: _____

I/We fully understand that submission of an application does not guarantee receipt of assistance, and that resources will be allocated or withheld according to availability of funds, the characteristics and living environments of other applicants and other valid considerations. I/We understand the right to appeal any adverse decision regarding this request for assistance to the Board of Commissioners through the grievance policy and procedure governing housing programs. I/We have read and fully understand the policy and guidelines provided with this application.

Applicant's Signature: _____ Date: _____

Spouse's Signature (if applicable): _____ Date: _____



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I/We fully understand that, although the maximum individual grant amount under this Program is \$8,000.00 I/We are not automatically entitled to receive that amount and will not receive that amount if a smaller grant will address the needs identified in this application and verified upon the home site assessment conducted by ASHA.

Applicant's Signature: _____ Date: _____

Spouse's Signature (if applicable): _____ Date: _____

If I/We sell the house within the period of the Useful Life & Binding Commitment term, the grant will be voided, and I/We will repay the grant according to the repay schedule at the time of settlement to the ASHA.

Applicant's Signature: _____ Date: _____

Spouse's Signature (if applicable): _____ Date: _____

I/We understand that the ASHA shall not be liable for any damage to person or property caused by any action, omission or negligence of the ASHA or any of its employees or agents. Further, I/We agree to hold the ASHA harmless from any claim, obligation, liability, loss, damage or expense, including without limitation attorney's fees and court costs, arising from implementation of the Program.

Applicant's Signature: _____ Date: _____

Spouse's Signature (if applicable): _____ Date: _____

Privacy Act Statement

Part 256 of 25 CFR, established under the mechanism of the Snyder Act, 25 USC 13, provides for the collection of this information. The primary use of this information is by an officer or employee of the Federal or Tribal housing office to determine eligibility for a grant for services provided under HUD and BIA-assisted programs. Additional disclosures of the information may be to a HUD or BIA employee in the conduct of a program review or audit, or to a federal law enforcement agency when the agency becomes aware of a violation or possible violation of civil or criminal law. Furnishing the information on this form is required to establish eligibility for your participation in the program.