

**POKAGON BAND OF POTAWATOMI INDIANS
TEMPORARY LODGING FACILITY (BYEWGEMEK) PROGRAM**

**ARTICLE 1
PURPOSE AND DEFINITIONS**

1.1 Purpose

The Tribal Council recognizes the need to establish consistent and fair requirements to govern eligibility for, and participation in, the Program, which provides eligible persons identified in the Guest Agreement with temporary lodging at the Facility on a day-to-day basis.

1.2 Definitions

- (a) “All Programs Policy” means the Band’s Eligibility, Admission and Occupancy Policy for All Programs.
- (b) “Applicant” means a person who signs an Application and is the “Signatory Applicant” under the Guest Agreement.
- (c) “Applicant’s Email” means the email address stated on the first page of the Guest Agreement.
- (d) “Application” means the form required by the Department for an Applicant to apply for the Program.
- (e) “Band” means the Pokagon Band of Potawatomi Indians.
- (f) “Citizen” means a duly enrolled member of the Band.
- (g) “Criminal History” means any conviction in federal, state, or tribal court for any of the following:
 - (1) Violent Criminal Activity, within ten (10) years of the date of application;
 - (2) Drug-related Criminal Activity, within seven (7) years of the date of application; or
 - (3) Criminal Sexual Conduct, at any time.
- (h) “Criminal Sexual Conduct” means any criminal sexual offense defined as a felony in the laws of the state in which the offense was committed, or any act which constitutes a “sex offense” pursuant to the Band’s Sex Offender Registration Code.
- (i) “Department” means the Band’s Department of Housing and Community Development.

- (j) “Director” means the Director of the Department.
- (k) “Drug” means a controlled substance as defined under the federal Controlled Substances Act, 21 U.S.C. 801, et. seq.
- (l) “Drug-related Criminal Activity” means the illegal manufacture, sale, distribution, or use of a Drug, or the possession of a Drug with intent to manufacture, sell, distribute, or use the Drug.
- (m) “Essential Support Person” means a person whose housing needs cannot be reasonably met without assistance under the Program and whose presence on or within Trust Land or the Service Area is essential to the well-being of Indian families, as determined by the Director in consultation with the Government Manager.
- (n) “Government Manager” means the Band’s Government Manager.
- (o) “Guest” means all persons who are identified as guests on the Application.
- (p) “Guest Agreement” means the Byewgemek Guest Agreement, which consists of an Information Sheet and Terms and Conditions, as set forth in the attached Exhibit A, as may be amended.
- (q) “Facility” means Byewgemek, a temporary lodging facility owned and operated by the Band.
- (r) “Include” and “Including” whether capitalized or not, shall be deemed to be followed by “without limitation”.
- (s) “Low-Income Household” means a household whose income does not exceed 80 percent (80%) of the median income for the area, as determined by HUD with adjustments based on household size.
- (t) “Pandemic” means the COVID-19 pandemic.
- (u) “Police Department” means the Band’s Police Department.
- (v) “Police Officer” means an officer who:
 - (1) is employed on a full-time basis by the federal government or a state, county, or other unit of local government, or a federally recognized tribal government;
 - (2) in implementing such full-time employment is sworn to uphold, and make arrests for, violations of federal, state, county, or tribal law; and

- (3) the Director, in consultation with the Government Manager, determines that the presence of the officer on the Trust Land or Service Area may deter crime.
- (w) “Program” means this Temporary Lodging Facility (Byewgemek) Program.
- (x) “Resident Tribal Member” means a Citizen whose principal place of residence is located within the “Agreement Area”, under the Tax Agreement between the Band and the State of Michigan.
- (y) “Service Area” means in State of Michigan, Berrien, Cass, Van Buren, and Allegan Counties and, in the State of Indiana, La Porte, St. Joseph, Stark, Marshall, Kosciusko, and Elkhart Counties.
- (z) “Tribal Council” means the governing body of the Band.
- (aa) “Trust Land” means all lands now held or subsequently placed in trust by the United States of America for the benefit of the Band.
- (bb) “Violent Criminal Activity” means any criminal activity that has for one or more of its elements the use, attempted use, or threatened use or physical force substantial enough to cause, or be reasonably likely to cause, serious bodily injury or property damage, including without limitation, murder, non-negligent manslaughter, rape, kidnapping, aggravated assault, robbery, burglary, arson, etc.

**ARTICLE 2
ELIGIBILITY AND SELECTION**

2.1 Eligibility

- (a) To be eligible to participate in this Program, the Applicant must:
 - (1) be at least eighteen (18) years of age or emancipated by operation of law or court with the legal capacity to contract; and
 - (2) be:
 - (A) a Citizen;
 - (B) an Other Native American;
 - (C) an Essential Support Person;
 - (D) a Police Officer; and
 - (3) satisfy all requirements of the Program

- (b) An Applicant shall not be eligible to participate in the Program, if:
 - (1) the Applicant, or any Guest who is thirteen (13) years of age or older, has a Criminal History;
 - (2) the Applicant or a Guest owes any delinquent debt to the Band; or
 - (3) the Applicant or a Guest participated in any Band housing program and, in connection with such participation, damaged any property beyond normal wear and tear, including any housing unit, RV, or hotel.

2.2 Cooperation

Any Applicant who seeks to participate in this Program must:

- (a) complete, sign, and submit to the Department the Application and Guest Agreement;
- (b) provide all documents required by the Department, including satisfactory proof of eligibility for this Program;
- (c) fully cooperate with the Department's efforts to confirm eligibility to participate in this Program; and
- (d) immediately notify the Department upon the occurrence of any event after the date of Application that may affect the Applicant's eligibility to participate in this Program.

2.3 Criminal History Check

- (a) Prior to approval of an Application, a Criminal History check shall be conducted on the Applicant and each Guest who is thirteen (13) years of age or older.
- (b) The determination of whether an Applicant, or any Guest who is thirteen (13) years of age or older, has a Criminal History shall be determined by the by the Police Department in accordance with the following procedure:
 - (1) The Department shall provide the necessary information regarding the Applicant and any Guest who is thirteen (13) years of age or older to the Police Department for a Criminal History check.
 - (2) Upon completing a Criminal History check, the Police Department shall forward a memorandum to the Department's Rental Manager or Assistant Rental Manager stating whether the Applicant, or any Guest who is thirteen (13) years of age or older, has a Criminal History.

- (3) The Police Department shall not disclose the details of the Criminal History check, but shall only disclose whether the Applicant and/or any Guest who is thirteen (13) years of age or older, has a Criminal History.
 - (4) Upon receiving the Police Department's memorandum, the Department shall determine the Applicant and the Guest(s) to be ineligible to participate in the Program and the Department shall provide notice to the Applicant pursuant to the ineligibility notification requirements set forth in Section 2.3(c) below.
- (c) The Department shall send each Applicant notice, within seven (7) calendar days of determining the Applicant as eligible or ineligible, which shall describe the basis for the determination of ineligibility and the right to appeal under Article 4 of this Program. If there is an Applicant's Email identified, the Department shall send such notice electronically to the Applicant's Email. If there is no Applicant's Email identified, the Department shall cause such written notice to be either mailed by first class U.S. mail to the Applicant's address identified in the Application or personally delivered to the Applicant.

2.4 Selection

- (a) The order of priority for use of the Facility under the Program shall be as follows:
- (1) a Citizen who has one or more household members who should or are required to be quarantined or isolated under CDC Guidelines or by order of a medical doctor because of the Pandemic, but only such persons who do not have COVID-19;
 - (2) a Citizen with a Low Income Household;
 - (3) an Other Native American with a Low Income Household;
 - (4) a Citizen regardless of income; and
 - (5) an Essential Support Person or Officer.
- (b) Subject to applicable law, regulations and funding requirements, the Director may allocate any number of Rooms to each level of priority with the intent of ensuring that Rooms are available for the higher levels of priority and may amend this allocation at any time without prior notice.
- (c) The Department shall process Applications based on the date and time of receipt and will assign available Rooms based on the date and time that the Applicant's eligibility was certified.

2.5 Decision

- (a) If an Application is approved, the Department shall send each Applicant notice of approval. If there is an Applicant's Email identified, the Department shall send such notice electronically to the Applicant's Email. If there is no Applicant's Email identified, the Department shall cause such written notice to be either mailed by first class U.S. mail to the Applicant's address identified in the Application or personally delivered to the Applicant.
- (b) If an Application is denied, the Department shall send each Applicant notice of such denial. If there is an Applicant's Email identified, the Department shall send such notice electronically to the Applicant's Email. If there is no Applicant's Email identified, the Department shall cause such written notice to be either mailed by first class U.S. mail to the Applicant's address identified in the Application or personally delivered to the Applicant. Such notice of denial shall include:
 - (1) the specific reason(s) for the denial; and
 - (2) a statement informing the Applicant of the right to appeal the denial under Article 4 below.

ARTICLE 3 ROOM NIGHTS, ROOM RATES, AND TAXATION

3.1 Room Nights

- (a) Each Room must be reserved for a minimum of two (2) consecutive nights.
- (b) Except as stated below, a Room may be reserved for a maximum of thirty (30) consecutive nights, and no person shall stay at the Facility more than thirty (30) nights in any calendar year.
- (c) Notwithstanding the above, upon written request from the Applicant, which establishes extenuating circumstances, the Director in consultation with the Government Manager, in their sole discretion, may extend the maximum nights to four-five (45) nights.

3.2 Room Rates

- (a) The room rates for Rooms shall be the rates set forth in the attached Exhibit B – Room Rates.
- (b) Notwithstanding the above, upon written request from the Applicant, which establishes extenuating circumstances, the Director in consultation with the Government Manager, in their sole discretion, may reduce or waive the Room Rates.

- (c) The entire room rate owed, along with all applicable fees and taxes, shall be paid in advance of check-in, in accordance with payment procedures required by the Department.
- (d) The Director, in consultation with the Government Manager, may from time-to-time amend Exhibit B – Room Rates, including based on market and demand.
- (e) Notwithstanding the above, and without limitation, the Applicant shall pay damages to the Band, and be liable, as set forth in the Guest Agreement.

3.3 Taxation

- (a) The Signatory Guest shall pay all to the Band all applicable taxes levied in connection with the rental of the Room, including the Michigan Use Tax, as applicable.
- (b) Notwithstanding the above, if the Signatory Guest is a Resident Tribal Member, the Michigan Use Tax may not be collected if exempt.

ARTICLE 4 APPEAL

4.1 Right

- (a) An Applicant who is denied participation in the Program has the right of appeal in accordance with this Article 4. Guests shall have no right to appeal.
- (b) An appeal must be received by the Director no later than three (3) calendar days from the date of the denial, if notice of the denial was delivered to the Applicant's Email Address. If notice of the denial was delivered via any other method, an appeal must be received by the Director no later than seven (7) calendar days from the date of the denial.
- (c) Any appeal not received by such time shall result in the Applicant being deemed to have waived all rights to appeal.

4.2 Filing

The appeal must be made by filing a written or electronic request with the Director, which must:

- (a) be signed and dated by the Applicant;
- (b) include a statement explaining why the decision to deny Assistance was in error;

- (c) include a copy of the notice of denial and all other relevant documents the Applicant would like to the Director to consider; and
- (d) if the appeal is filed electronically, it must be emailed to the Director at the Director's Band issued email address.

4.3 Decision

- (a) The Director shall issue a decision on the appeal no later than five (5) business days after the Director's receipt of the appeal.
- (b) The Director's decision shall be final and not subject to review or appeal, including under the Band's Grievance Policy.

4.4 Subject to Room Availability

- (a) The ability to appeal notwithstanding, any decision by the Director that may reverse, reject, or otherwise revise a denial is subject to Room availability.
- (b) The Band shall have no obligation to reserve or otherwise hold a Room pending any possible or actual appeal.

ARTICLE 5 GENERAL PROVISIONS

5.1 Grant of Authority

- (a) The Director is authorized to take such action as is reasonably necessary to implement and administer this Program.
- (b) The Director, and Department employees designated by the Director in writing, are authorized to execute the Guest Agreement, as such Guest Agreement may be amended by the Department with the prior approval of the Office of General Counsel.

5.2 Limitations

Nothing in this Program shall:

- (a) create any obligation that is legally enforceable against the Band; or
- (b) waive the sovereign immunity of the Band or any of its officials or employees.

5.3 Miscellaneous

- (a) Capitalized terms used herein but not defined shall have the meanings assigned to them in the Guest Agreement.
- (b) All use and occupancy of the Facility shall be in accordance with applicable law, this Program and the Guest Agreement.