

Policy: Luella Collins Community Center Usage	Policy Number:
Section:	Responsible Official(s): Chief Operations Officer; Public Works Director
References: Property Usage Policy	Policy Type: Departmental
Approval Date: 09/08/2023 Date Revised: Effective Date: 09/08/2023	Tribal Council Secretary Signature:

Purpose: To ensure that anyone who reserves the Luella Collins Community Center (hereinafter LCCC) use the property in a manner that represents the Tribe’s mission and in accordance with Property Usage Policy and all the rules and regulations set forth by the Gun Lake Tribe.

I. POLICY

- A. It is the policy of the Gun Lake Tribe (hereinafter GLT) to ensure that the LCCC is available for use by Citizens, the general public and governmental programs, in a safe and proper manner.

II. SCOPE

- A. This policy applies to the use of the LCCC and those entities who are using the property.

III. AUTHORITY

- A. The Chief Operations Officer has the responsibility for management and enforcement of this policy in collaboration with the Public Works Department.

IV. DEFINITIONS

- A. **Agreement or Application** - the LCCC Reservation Request Application and LCCC Terms of the Lease Agreement that the Department of Public Works shall make available to the public.
- B. **Applicant** - the person or entity identified as the applicant on an Application.
- C. **Chief Operations Officer** – the GLT’s Chief Operation Officer.
- D. **Citizen** - a duly enrolled member of the GLT.
- E. **Deposit** - means any payment which must be submitted with an Application, the amount of which may be adjusted by the Chief Operations Officer from time-to-time.
- F. **Facilities** - the following Facilities, or areas of Facilities, owned by the GLT, including any furnishings, fixtures, and equipment, cookware, cutlery, utensils and dishes (if applicable).
 - 1. Luella Collins Community Center
 - a) Great Room
 - b) Multipurpose Room
 - c) Kitchen
 - d) Basketball Hoop
 - e) Volleyball Net
 - f) Fireplace
 - g) Crafting Room
 - h) Meeting Room #1

- i) Meeting Room #2
- j) Observation Deck
- k) Playground
- l) Lake, Dock, and Boats

- G. **Maintenance Worker** – means a Public Works employee whose primary responsibility is the maintenance of the LCCC.
- H. **GLT** - means the Gun Lake Tribe, including any department of the GLT or any entity which is wholly owned by the GLT.
- I. **Guest** – as referenced in the Application materials, means any guest or invitee, or any other who enters the subject premises with the consent of the Lessee between the start time and end time covered by the Application.
- J. **LCCC** - the property, owned by the Gun Lake Tribe, located at 419 126th Ave, Wayland, Michigan 49348.
- K. **LCCC Post Event Checklist** – Means the list of tasks that a Lessee must complete after their use of the LCCC.
- L. **Lessee** - the person or entity identified as the Lessee on a fully executed Agreement and Lease.
- M. **Non-Citizen** - any person or entity other than a Citizen or Spouse of the GLT.
- N. **Official** - any person(s) authorized by the Chief Operations Officer to administer this policy.
- O. **Official Use** - use of the LCCC for any event which is conducted, organized or sponsored by the GLT.
- P. **Policy** - this LCCC LCCC Use Policy.
- Q. **Private Use** - any use of the LCCC other than Official Use.
- R. **Spouse** - means any person married to, or recognized as being married to, a Citizen.

V. PRIORITY OF USE

- A. The GLT, by and through the Department of Public Works, will accept reservations for Private Use of the LCCC by Citizens and Spouses on a first-come-first-served basis, which shall be determined based upon the date and time that the GLT receives a completed application and Deposit from the Applicant.
- B. If the GLT seeks to use the LCCC for Official Use, then the GLT retains the right to cancel any reservation for Private Use of the LCCC and to terminate any Agreement with the Applicant without liability or recourse, subject however, to appeal to the Chief Operations Officer under Subparagraph VII (F) of this Policy.
- C. If the GLT determines that any Private Use by Non-Citizens will advance or promote a public or GLT program, interest or goal, then the GLT retains the right to cancel any reservation for any Private Use of the LCCC and to terminate any Agreement without liability or recourse, subject however, to appeal to the Chief Operations Officer under Subparagraph VII (F) of this Policy.
- D. The Official or designee will maintain an up-to-date calendar to monitor all reservations.
- E. The Official or designee will maintain up to date files including Agreements relating to use of the LCCC.
- F. The Official will endeavor to provide an Applicant with notice of any cancellation or termination promptly after any decision is made.

VI. USE LIMITS

- A. The Official will accept reservations for Private Use of the LCCC, or permit a Lessee to use the same LCCC under Agreement:
 - 1. For no more than four (4) consecutive days; and
 - 2. A minimum of four (4) days have passed since the date of last use under an Agreement.
- B. In addition to the above limitations, the Official may deny an application if the Official reasonably concludes that the frequency of the Applicant’s use of the LCCC for Private Use has, or will, deny a fair opportunity for Citizens and Spouses to use the LCCC for Private Use.

VII. ELIGIBILITY

- A. An Applicant must be at least eighteen (18) years of age, regardless of Tribal affiliation.
- B. Any Applicant who failed to comply with an Agreement shall not be eligible to submit an Application to use the LCCC for Private Use for one (1) year from the date of such non-compliance.
- C. Any person who is ineligible to enter the LCCC under GLT Law shall not be eligible to use the LCCC for Private Use.
- D. The Official shall reject an application if:
 - 1. It is incomplete;
 - 2. The Applicant is not eligible to use the LCCC for Private Use;
 - 3. Any Deposit was not paid in full at the time the Application is submitted;
 - 4. The use time limits in Section VI of this Policy apply; or
 - 5. The reservation/event date is within five (5) days of application date.
- E. Exception to Event – Reservation Deadline. The Tribal Council and Chief Operations Officer reserve the right to approve events that do not meet the required timeline of submitting an Application five (5) days before the event (i.e. wakes, funerals, etc.).
- F. The Official shall inform each Applicant, in writing, of their decision to approve or deny an Application.
- G. An Applicant may appeal any decision of the Official to the Chief Operations Officer.
 - 1. The appeal must be submitted, in writing, within five (5) business days of being notified of the decision.
 - 2. The Chief Operations Officer shall review and render a decision within five (5) business days on any appeal.
 - 3. All decisions of the Chief Operations Officer on the appeal are final and not subject to further appeal.

VIII. APPLICATIONS

- A. Any person who seeks to use the LCCC for Private Use must:
 - 1. Complete, sign and return the LCCC Reservation Request Application;
 - 2. Complete, sign and return the Lease Agreement;
 - 3. Upon request, provide a GLT enrollment card to verify that the Application is associated with a Citizen or proof of marriage to a Citizen; and
 - 4. Pay in full any Deposit and payment (if applicable).
- B. Copies of the Applications and Agreement and this Policy may be obtained by:
 - 1. Emailing a request to the Public Works Executive Assistant;
 - 2. Calling 269-397-1650; or
 - 3. Accessing the GLT website.
- C. Applications will not be accepted more than:
 - 1. Six (6) months in advance of the date on which the person seeks to use Camp Jijak; and
- D. The person who signs the Application shall be the point of contact with the Official, unless the Lessee delivers to the Official written notice designating another person to serve as the point of contact.
- E. The Official will review all eligibility requirements under the Property Use Policy when determining whether to grant the Application.
 - 1. The Official will send confirmation in writing to the Applicant stating approval/denial of the Application within five (5) business days of receiving the Reservation Request Form.
- F. Non-Citizen Rental Costs. The cost of renting the Facilities for non-Citizens will be as follows:
 - 1. Up to four (4) hours- \$250.00
 - 2. Between four (4) and six (6) hours- \$400.00
 - 3. Over six (6) hours- \$600.00
 - 4. A returnable \$200.00 security Deposit will be required of Non-Citizens, which must be provided when

submitting the Application. The Official will promptly return both the rental fee and security Deposit if the Official denies the Application.

- G. Renting Costs for Citizens. There is a rental charge and security Deposit of \$50.00 for Citizens or for a Citizen's parent/legal guardian. However, \$25.00 of the rental fee will be returned to the Lessee within fourteen (14) calendar days after the event, pending approval of the Maintenance Worker based upon condition of the property post-event.
- H. The security Deposit does not apply to the following:
 - a) Tribal sponsored events
 - b) Continuous events (i.e., classes, sports leagues, etc.)
- I. The Deposit will be returned to the Lessee within fourteen (14) calendar days of the event, pending approval of the Maintenance Worker based upon condition of the property post-event. The Lessee must complete the tasks outlined on the LCCC Post Event Checklist that the Tribe will provide to the Lessee. The Official reserves the right to subtract any refund or Deposit, charges, fees and expenses arising from any breach of the Agreement by the Applicant. (i.e., failure to complete the tasks outlined on the LCCC Post Event Checklist).

IX. EVENT SET-UP

- A. The Maintenance Worker will be responsible for the following prior to the start time of any event:
 - 1. The Maintenance Worker will review the monthly event calendar daily to ensure proper setup for scheduled events.
 - 2. According to the requirements noted by the Lessee, the Maintenance Worker will have the area setup a minimum of two (2) hours before the start of the event. This will include:
 - a) All tables and chairs.
 - b) Appropriate set up of partition walls.
 - c) Arrangement of furniture in the Great Room.
 - d) If requested, place announcement sign by the road.
 - e) If weather conditions warrant; ensure that all walkways and entryways are free of debris, ice and constricting materials that may interfere with the safe usage of the facility.
 - f) Have the LCCC heated/cooled to the desired temperature no less than one (1) hour before the event.
 - g) Empty all wastebaskets and fill them with new bags prior to a scheduled event.
 - h) Stock bathrooms with toilet paper, hand soap and hand towels.
 - i) Clean all toilets and sinks.
 - j) Empty all ash trays from designated areas.
 - k) Sweep/mop all the bathrooms, kitchen and the area around the fireplace.
 - l) Vacuum all carpeted areas.
 - m) Clean all stainless-steel appliances with the proper cleaning agent(s).
 - n) Set up any requested gym equipment such as basketball hoops, volleyball net and any other requested gym equipment.
 - 3. The Maintenance Worker will also be responsible for all teardowns following the event that relates to the setup procedures listed above.
- B. The Lessee of the event will be responsible for the following:
 - 1. Abiding by this LCCC Use Policy and completing the LCCC Post Event Checklist as provided by the Official.
- C. A key may be required to access the LCCC. The Lessee must personally pick up and return all keys or access the Key via lock box near the front door of the LCCC.
 - 1. The Lessee will be assigned a PIN at the time of their reservation approval. To access the key within the lock box, the Lessee shall input their PIN and press the "unlock" key on the keypad. Once the box chimes,

the face of the lock box should be pulled forward and down to open. Keys should be stored inside the secured lock box when not in use.

2. PINs are issued individually and should never be shared with anyone else. The Lessee shall not make copies of the Keys, alter any of the locks, or add any locks to the building.
3. The Lessee shall contact the Official should they have any questions or concerns about where to locate or how to access the key to the LCCC.

X. USAGE

A. When using the LCCC, the following items are available for use:

1. Pots and pans;
2. Salt and pepper;
3. Plates, bowls, coffee mugs and cups;
4. Silverware and serving utensils;
5. Dishcloths and hand towels;
6. Refrigerator and freezer;
7. Coffee makers;
8. Coffee;
9. Serving Cart;
10. Wood for the fireplace;
11. Trash bags;
12. Tables and chairs; and
13. All lounge furniture

B. You must provide your own paper/plastic products.

XI. EVENT CLEAN-UP

A. The Lessee for an event will be responsible for the appropriate cleanup of the areas used:

1. The Kitchen Area, which will include:

- a) The countertops must be wiped down using the 3-step cleaning process (clean, rinse and disinfect).
- b) All dishes used must be washed, dried and put away immediately.
- c) When washing dishes by hand, you must use the following process:
 - i. Wash with hot soapy water in the first sink,
 - ii. Rinse in plain hot water in the second sink; and,
 - iii. Perform a final rinse in hot bleach water (1 part bleach to 10 parts plain water) in the third sink.
- d) All used towels must be placed in the appropriate bin.
- e) Coffee machines must be cleaned and put away.
- f) Any soda cans, or other approved returnable, being left at the LCCC must be rinsed out and placed in the return box in the kitchen.
- g) All wastebaskets must be emptied and refilled with new garbage bags by the lead contact.
- h) All trash must be brought out to the garbage dumpster which is located behind the kitchen loading zone in the fenced area.
- i) All recyclable materials must be properly disposed of.
 - i. All clean glass bottles/jars, metal cans, and #1,#2, #5 plastic containers must be

- disposed of in the recycling dumpster located in the fenced area outside the kitchen door.
 - ii. All cardboard boxes must be broken down and disposed of in the recyclable's dumpster located in the fenced area outside the kitchen door.
 - iii. All office paper, newspaper or other clean paper must be disposed of in the recyclable's dumpster.
 - j) Any equipment that was taken out of a storage area must be returned to its appropriate place.
 - k) All food not used at the event will be removed/disposed of if the Lessee chooses not to package (using their own packaging materials) the food and take it with them.
- 2. The Multipurpose Room and the hallway area, which will include:
 - a) All tables must be wiped down using the 3-Step cleaning process.
 - b) All chairs must be wiped down.
 - c) All table dressings/linens and paper products must be removed and discarded.
 - d) Any spills on the carpet must be addressed immediately and noted to the Maintenance Worker.
 - e) All wastebaskets must be emptied and refilled with new garbage bags by the Lessee.
 - f) All trash must be brought out to the dumpster at the back of the building.
- 3. The Great Room, which will include:
 - a) All tables must be clean.
 - b) All paper, trash, etc. should be taken care of properly.
- 4. The Observation Deck, which will include:
 - a) Any lounge furniture that was moved must be put back.
 - b) All paper, trash, etc. should be taken care of properly.
- 5. Meeting Rooms #1 and #2 in the lower level, which will include:
 - a) All tables must be wiped down using the 3-Step cleaning process.
 - b) All chairs must be wiped down.
 - c) All wastebaskets must be emptied and refilled with new garbage bags by the Lessee.
 - d) All trash must be brought out to the garbage dumpster which is located behind the kitchen loading zone in a fenced area.
 - e) All recyclable materials must be properly disposed of.
 - i. All clean glass bottles/jars, metal cans, and #1,#2, #5 plastic containers must be disposed of in the recycling dumpster labeled "comingled" located outside the kitchen door.
 - ii. All cardboard boxes must be broken down and disposed of in the recyclables dumpster labeled "cardboard/paper" located outside the kitchen door.
 - iii. All office paper, newspaper or other clean paper must be disposed of in the "cardboard/paper" recyclables dumpster.
 - f) Any spills on the carpet must be addressed immediately and noted to the Maintenance Worker.
- B. The following 3 Step procedure should be used when cleaning after an event:
 1. Step 1- Spray the surface with soapy water (Bottle #1) and wipe clean.
 2. Step 2- Spray the surface with plain water (Bottle #2) and wipe clean.
 3. Step 3- Spray the surface with bleach water (Bottle #3) and allow to air dry. Note: The 3 Step cleaning bottles can be found in the kitchen.
- C. The Post-Use Checklist must be completed and signed prior to leaving and closing the facility.

XII. CLOSING PROCEDURE

- A. The following outlines the procedure which is to be followed by the Lessee, Maintenance Worker, or Program Director when closing the LCCC after an event.
 - 1. Verify that no unauthorized persons remain.
 - 2. Turn off all bathroom heaters (from November through March, the heaters should be left at 1).
 - 3. Verify that all kitchen appliances are turned off and closed properly.
 - 4. Make sure that all lights are turned off.
 - 5. Close and lock all doors.
 - 6. Close and lock all windows.
 - 7. Ensure that all glass doors are closed on the fireplace.
 - 8. Shut and lock the outside door carefully.
 - a) If using key from the key box, replace key inside key box and close the key box until you hear the beep indicating that it has closed and locked. Once closed, the box will lock itself automatically.
 - 9. If keys aren't returned, or are lost or stolen, this must immediately be reported to the Maintenance Worker, Official or Public Works Department. Lost keys will result in the replacement of the cylinder and key set. The Lessee will be charged a replacement fee of \$150.00.

XIII. RULES OF USE

- A. General:
 - 1. The LCCC is to only be used in the manner for which it was reserved (ie: if reserved for a luncheon, you may not then set up for basketball/volleyball).
 - 2. When using the facility, you will be required to remain on the floor that was reserved.
 - 3. Special decorations are allowed. However, absolutely no tape or pins are allowed on any painted surface or wood beams, and no confetti is allowed.
 - 4. Parents/guardians are responsible for their children at all times.
 - 5. Absolutely no chairs or tables outside at any time.
 - 6. The Tribe is not responsible for any lost or stolen items. We do have a Lost & Found bin where items will be kept.
 - 7. No playing on the elevator.
 - 8. No alcohol or drugs on the premises.
 - 9. No smoking inside the building.
 - a) When smoking outdoors all cigarette butts must be placed in the appropriate receptacle.
 - 10. The building capacity is 296. This is the number that the occupancy permit allows.
 - 11. No horseplay allowed.
- B. Great Room:
 - 1. No food or drink is allowed in this area, unless authorized by a Tribal Official.
 - 2. Absolutely no one in the reception area at any time.
 - 3. No one is permitted to touch the computer or any other equipment located in the reception area.
 - 4. No fires in the fireplace unless pre-approved.
 - 5. No climbing or jumping on the furniture.
 - 6. If lounge furniture is moved it must be put back in its original place.
- C. Multi-Purpose Area:
 - 1. When playing sports, the kitchen serving windows and the room divider must be closed.

2. Do not intentionally hit any lights, clocks, or the thermostat.
3. No other sports besides volleyball and basketball, unless pre-approved by the Maintenance Worker.

D. LCCC Exterior and Grounds:

1. No driving any vehicles on grass areas at any time.
2. No one is allowed in or around the house located on the property at any time.
3. No one is allowed in or around the pole barn located on the property at any time.
4. No climbing on fencing at any time.
5. No one is allowed around the dumpster area unless for the disposal of trash.
6. No one is allowed in or around the detention pond at any time.
7. No one is allowed to climb on or jump off of the dock at any time.

XIV. NO WAIVER

Nothing in this Policy is intended or shall be construed to waive the sovereign immunity of the GLT or any of its officials, employees, or representatives.