

**BOARD OF DIRECTORS REGULAR MEETING
KEWADIN CASINOS CONVENTION CENTER
SAULT STE. MARIE, MICHIGAN
MINUTES
May 7, 2024**

This meeting was opened at 5:06 p.m. by Vice-Chairman Tyler LaPlaunt.

Present: Lana Causley-Smith, Michael McKerchie, Kimberly Lee, Betty Freiheit, Darcy Morrow (Z), Kimberly Hampton, Tyler LaPlaunt, Bridgett Sorenson, Isaac McKechnie, Shawn Borowicz, Rob McRorie (Z)

Absent: Austin Lowes

**Moved by Director McKechnie, supported by Director Freiheit, to excuse Austin Lowes.
Motion carries unanimously.**

**Moved by Director McKechnie, supported by Director Freiheit, to approve the agenda as read.
Motion carries unanimously.**

**Moved by Director McKechnie, supported by Director Freiheit, to approve the meeting minutes from Regular Meeting April 23, 2024.
Motion carries unanimously.**

Moved by Director Sorenson, supported by Director McKechnie, to approve Resolution 2024-119, FY 2024 Governmental – Buildings Capital Expenditures.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 Governmental Buildings Capital Expenditures budget for a total of \$760,000.00, which will come from Buildings Fund Balance.

Roll Call Vote: Motion carries unanimously.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-120, Buildings – Marquette Health Center FY 2024 Budget Modification.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification to Buildings – Marquette Health Center for an increase in Other Revenue \$40,000.02 and a decrease in the transfer in from ARPA CC#12293 \$1,194,253.63.

Roll Call Vote: Motion carries unanimously.

**Without objection, move Buildings – Award FY 2024 & FY 2025 Janitorial Agreement next.
No objection.**

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-121, Buildings – Award FY 2024 & FY 2025 Janitorial Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors hereby authorizes and approves the Janitorial service for 23 facilities that reside all across the seven-county service area, for the annual agreement amount of \$470,652.00.

BE IT FINALLY RESOLVED, that the Board of Directors hereby authorizes and approves the Tribal Chairman, or designee, to execute any and all documents, including ancillary or supplemental documents or forms that do not change the substantive terms of the agreements and project, as may be necessary and appropriate to carry out the terms, conditions, and intent of this Resolution

Roll Call Vote: Motion carries unanimously.

Moved by Director McKechnie, supported by Director Causley-Smith, to approve Resolution 2024-122, Natural Resources – Establishment of FY 2024 Budget for Ishkode Fire Project – Participating Agreement.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2024 budget for Ishkode Fire Project – Participating Agreement with Federal USDA Forest Service Revenue monies of \$74,688.64. No effect on Tribal Support.

Roll Call Vote: Motion carries unanimously.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-123, Natural Resources – Establishment of FY 2024 Budget for GLRI – Distinct Tribal Program Capacity.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2024 budget for GLRI – Distinct Tribal Program Capacity with BIA Revenue monies of \$84,560.27. No effect on Tribal Support.

Roll Call Vote: Motion carries unanimously.

Moved by Director McKechnie, supported by Director Causley-Smith, to approve Resolution 2024-124, Natural Resources – Establishment of FY 2025 Budget for GLRI – Capacity.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2025 budget for GLRI – Capacity with BIA Revenue monies of \$110,730.23. No effect on Tribal Support.

Roll Call Vote: Motion carries unanimously.

Moved by Director Freiheit, to approve a Resolution, Education – Youth Education and Activities FY 2024 Budget Modification.

Motion dies due to lack of support.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-125, Legal Division – Government Relations FY 2024 Budget Modification.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification to Government Relations to reallocate expenses and make changes to the personnel sheet. No effect on Tribal Support.

Roll Call Vote: Motion carries with Directors' Hampton, Freiheit, McKerchie, McRorie, Causley-Smith, McKechnie, Lee, Sorenson, Borowicz approving; Director Morrow opposing.

Moved by Director McKechnie, supported by Director McKerchie, to approve Resolution 2024-126, Elder Division – Hessel Elderly Meals, St. Ignace Elderly Meals, Manistique Elderly Means, Eldercare Services, Eldercare Transportation, and Title VI 20-23 FY 2024 & FY 2025 Budget Modifications.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification for Hessel Elderly Meals to increase Tribal Support monies \$3,663.52 and to make changes to the personnel sheet.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification for St. Ignace Elderly Meals to increase Tribal Support monies \$3,632.52 and to make changes to the personnel sheet.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification for Manistique Elderly Meals to increase Tribal Support monies \$3,642.50 and to make changes to the personnel sheet.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification for Eldercare Services to increase Tribal Support monies \$4,714.65 and to make changes to the personnel sheet.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification for Eldercare Transportation to increase Transfer-In monies \$4,649.65 and to make changes to the personnel sheet.

BE IT FINALLY RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2025 budget modification for Title VI 20-23 to increase Tribal Support monies \$8,951.53 and to make changes to the personnel sheet.

Roll Call Vote: Motion carries with Director's McKerchie, Lee, Freiheit, McRorie, Causley-Smith, Hampton, Sorenson, Borowicz, McKechnie approving; Director Morrow opposing.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-127, LATCF Fund Appropriation Sault Tribe EDC.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians allocates and approves the use of up to \$236,845.35 of the LATCF funding for the necessary upgrades and replacements for the Sault Tribe EDC.

BE IT FURTHER RESOLVED, the Midjim/University BP Gas station infrastructure project budget are approved, and signature authority over the budget is assigned to the Executive Director of Enterprise Operations and the Chief Financial Officer.

BE IT FINALLY RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Tribal Chairman, or his designee, to execute and amend any and all contracts and purchase agreements related to the replacements and upgrades associated with the Midjim University BP infrastructure upgrade project.

Roll Call Vote: Motion carries unanimously.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-128, Amending Chapter 21: Hunting and Inland Fishing.

Moved by Director Hampton, supported by Director McKechnie, to amend the second paragraph to have it read: “WHEREAS, the Tribe is seeking to amend Chapter 21 to add the definition of cast net in addition to the term hand net as defined in the Inland Consent Decree.”

Motion to Amend carries unanimously.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby adopts the proposed amendments to Chapter 21: Hunting and Inland Fishing attached and incorporated herein.

Motion carries unanimously.

Moved by Director Hampton, supported by Director Freiheit, to approve Resolution 2024-129, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction Yamaha Motor Finance Lease.

Without objection, the reading of this Resolution was waived.

No objections.

BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

Section 1 FINDINGS AND DETERMINATIONS:

The Board of Directors finds and determines that:

1.1 The Sault Ste. Marie Tribe of Chippewa Indians (“Tribe”) is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.

1.2 The Tribe wishes to enter into a Lease (“Lease”) with Yamaha Motor Finance (“Lessor”) as negotiated by the Director of Enterprise Operations; and

1.3 Lessor will not consent to such agreement without a waiver of sovereign immunity or Tribal Court jurisdiction; and

1.4 In order to induce Lessor to enter into an Lease, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and Lessor that might arise from, or relate to, in any respect, the Lease, or object to the venue clauses found in the Lease. All the foregoing are referred to herein as the “Waiver and Consent Obligations”; and

1.5 It is in the Tribe's interest to resolve as stated herein.

Section 2 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of Lessor only should an action be commenced under the Lease referenced above.

This waiver:

Shall terminate upon performance by the Tribe of all of its obligations under the Lease; and

Is granted solely to Lessor; and

Shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non-judicial action to resolve disputes between the Tribe and Lessor and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations under the Lease; and

Shall be enforceable only in a court of competent jurisdiction, including courts in the State of California, the Tribal Court and federal courts in California (including the United States Bankruptcy Court or any arbitrator or arbitration pane); and

Shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation in the Lease; and

The Agreement, and other associated finance documents shall be construed in accordance with and governed by all applicable laws and regulations of governmental bodies with competent jurisdiction, as set forth in such documents.

Section 3. WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waives the exclusive jurisdiction of the Tribal Court over any action arising under the Agreement. The Board authorized the Tribe to consent to the jurisdiction of any courts with competent jurisdiction, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or any of the finance documents, note or Lease.

Section 4. EFFECTIVE DATE

4.1 This waiver shall become effective upon the final execution of the Lease executed by the Chairman or his designee. Failure or refusal of any individual to execute the Lease shall render the waivers and consents granted in this resolution to become void immediately. Failure or refusal to execute the Lease prior to the close of business on December 31, 2024, shall render the waivers and consents granted in this resolution to become void immediately.

BE IT FURTHER RESOLVED, that the Board of Directors hereby rescinds Resolution 2024-29.

Roll Call Vote: Motion carries with Directors' Hampton, Lee, Causley-Smith, McKechnie, Borowicz, Freiheit, Morrow, Sorenson, McKerchie approving; Director McRorie opposing.

Moved by Director Hampton, supported by Director Freiheit, to approve Resolution 2024-130, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction to Establish Pledged Deposit Account at Huntington Bank for Reconnect 3 Grant.

Without objection, the reading of this Resolution was waived.

No objections.

BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

Section 1 FINDINGS AND DETERMINATIONS:

The Board of Directors finds and determines that:

1.1 The Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.

1.2 The Tribe wishes to enter into a Pledged Deposit Account Agreement ("Agreement") with Huntington Bank., ("Bank") as negotiated by CFO for the Reconnect 3 Broadband Grant; and

1.3 Bank will not consent to such Agreement without a waiver of sovereign immunity or Tribal Court jurisdiction; and

1.4 In order to induce Bank to enter into an Agreement, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and Bank that might arise from, or relate to, in any respect, the Agreement, or object to the venue clauses found in the Agreement. All the foregoing are referred to herein as the "Waiver and Consent Obligations"; and

1.5 It is in the Tribe's interest to resolve as stated herein.

Section 2 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of Bank only should an action be commenced under the Agreement referenced above.

This waiver:

- i) Shall terminate upon performance by the Tribe of all of its obligations under the Agreement; and
- ii) Is granted solely to Bank; and
- iii) Shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non-judicial action to resolve disputes between the Tribe and Bank and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations under the Agreement; and
- iv) Shall be enforceable only in a court of competent jurisdiction, including courts in the State of Ohio, the Tribal Court and federal courts in Ohio (including the United States Bankruptcy Court or any arbitrator or arbitration pane); and
- v) Shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation in the Agreement; and
- vi) The Agreement, and other associated documents shall be construed in accordance with and governed by all applicable laws and regulations of governmental bodies with competent jurisdiction, as set forth in such documents.

Section 3. WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waiver the exclusive jurisdiction of the Tribal Court over any action arising under the Agreement. The Board authorized the Tribe to consent to the jurisdiction of any courts with competent jurisdiction, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or any of the documents associated with the Agreement.

Section 4. EFFECTIVE DATE

4.1 This waiver shall become effective upon the final execution of the Agreement executed by the Chairman or his designee. Failure or refusal of any individual to execute the Agreement shall render the waivers and consents granted in this resolution to become void immediately. Failure or refusal to execute the Agreement prior to the close of business on July 1, 2024, shall ender the waivers and consents granted in this resolution to become void immediately.

BE IF FURTHER RESOLVED, that the following list is approved signers for the ReConnect 3 Pledged Deposit Account:

Austin Lowes, Tribal Chairman

Tyler LaPlaunt, Tribal Vice-Chairman

Isaac McKechnie, Tribal Treasurer

Robert Schulte, Tribal CFO

Christine McPherson, Tribal Executive Director

BE IT FINALLY RESOLVED, that the Board of Directors grants inquiry access to these accounts for obtaining transactional information to the following Accounting Department staff:

Lisa Sawruk, Tribal Comptroller

Holly Haapala, Tribal Senior Accountant

Heather Weber, Executive Assistant

Roll Call Vote: Motion carries unanimously.

Moved by Director Hampton, supported by Director Freiheit, to approve Resolution 2024-131, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction Cloverland Electric Cooperative, Inc.

Without objection, the reading of this Resolution was waived.

No objections.

BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

Section 1 FINDINGS AND DETERMINATIONS:

The Board of Directors finds and determines that:

1.1 The Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") is a federally recognized Indian Tribal LICENSOR organized under the provisions of the Indian Reorganization Act of 1934.

1.2 The Tribe wishes to enter into a License Agreement ("Agreement") Cloverland Electric Cooperative, Inc. ("Licensor") negotiated by the Broadband Group for a pole agreement to installing fiber for broadband services; and

1.3 Licensor will not consent to such Agreement without a waiver of sovereign immunity or Tribal Court jurisdiction; and

1.4 In order to induce Licensor to enter into an Agreement, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and Licensor that might arise from, or relate to, in any respect, the Agreement, or object to the venue clauses found in the Agreement. All the foregoing are referred to herein as the "Waiver and Consent Obligations"; and

1.5 It is in the Tribe's interest to resolve as stated herein.

Section 2 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of Licensor only should an action be commenced under the Agreement referenced above.

This waiver:

i) Shall terminate upon performance by the Tribe of all of its obligations under the Agreement; and

ii) Is granted solely to Licensor; and

iii) Shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non-judicial action to resolve disputes between the Tribe and Licensor and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations under the Agreement; and

iv) Shall be enforceable only in a court of competent jurisdiction, including, Courts within the state of Michigan, Tribal Court and Federal Courts within the state of Michigan (including the United States Bankruptcy Court or any arbitrator or arbitration pane); and

v) Shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation in the Agreement; and

vi) The Agreement, and other associated documents shall be construed in accordance with and governed by all applicable laws and regulations of governmental bodies with competent jurisdiction, as set forth in such documents.

Section 3. WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waiver the exclusive jurisdiction of the Tribal Court over any action arising under the Agreement. The Board authorized the Tribe to consent to the jurisdiction of any

courts with competent jurisdiction, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or any of the documents associated with the Agreement.

Section 4. EFFECTIVE DATE

4.1 This waiver shall become effective upon the final execution of the Agreement executed by the Chairman or his designee. Failure or refusal of any individual to execute the Agreement shall render the waivers and consents granted in this resolution to become void immediately. Failure or refusal to execute the Agreement prior to the close of business on October 1, 2024, shall ender the waivers and consents granted in this resolution to become void immediately.

Roll Call Vote: Motion carries with Directors' McKechnie, Causley-Smith, Lee, Borowicz, Freiheit, McKerchie, Hampton, Sorenson, Morrow approving; Director McRorie opposing.

Moved by Director McKerchie, supported by Director Freiheit, to approve Resolution 2024-132, Authorization of Letter of Intent with Cherry Capital Connection, LLC for Reconnect 3 Grant.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Chairman or his designee to sign the Letter of Intent with CCC.

Motion carries unanimously.

Moved by Director McKerchie, supported by Director Hampton, to approve Resolution 2024-133, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction with Cherry Capital Connection, LLC.

Without objection, the reading of this Resolution was waived.

No objections.

BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

Section 1 FINDINGS AND DETERMINATIONS:

The Board of Directors finds and determines that:

1.1 The Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") is a federally recognized Indian Tribal CCC organized under the provisions of the Indian Reorganization Act of 1934.

1.2 The Tribe wishes to enter into a Development Agreement ("Agreement") with Cherry Capital Connection, LLC ("CCC") negotiated by the Broadband Group for operation of broadband services; and

1.3 CCC will not consent to such Agreement without a waiver of sovereign immunity or Tribal Court jurisdiction; and

1.4 In order to induce CCC to enter into an Agreement, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and CCC that might arise from, or relate to, in any respect, the Agreement, or object to the venue clauses found in the Agreement. All the foregoing are referred to herein as the "Waiver and Consent Obligations"; and

1.5 It is in the Tribe's interest to resolve as stated herein.

Section 2 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of CCC only should an action be commenced under the Agreement referenced above.

This waiver:

- i) Shall terminate upon performance by the Tribe of all of its obligations under the Agreement; and
- ii) Is granted solely to CCC; and
- iii) Shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non-judicial action to resolve disputes between the Tribe and CCC and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations under the Agreement; and
- iv) Shall be enforceable only in a court of competent jurisdiction, including, Courts within the state of Michigan, Tribal Court and Federal Courts within the state of Michigan (including the United States Bankruptcy Court or any arbitrator or arbitration pane); and
- v) Shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation in the Agreement; and
- vi) The Agreement, and other associated documents shall be construed in accordance with and governed by all applicable laws and regulations of governmental bodies with competent jurisdiction, as set forth in such documents.

Section 3. WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waiver the exclusive jurisdiction of the Tribal Court over any action arising under the Agreement. The Board authorized the Tribe to consent to the jurisdiction of any courts with competent jurisdiction, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or any of the documents associated with the Agreement.

Section 4. EFFECTIVE DATE

4.1 This waiver shall become effective upon the final execution of the Agreement executed by the Chairman or his designee. The Agreement shall not be executed until approved by RUS. Failure or refusal of any individual to execute the Agreement shall render the waivers and consents granted in this resolution to become void immediately. Failure or refusal to execute the Agreement prior to the close of business on October 1, 2024, shall ender the waivers and consents granted in this resolution to become void immediately.

Roll Call Vote: Motion carries unanimously.

Moved by Director Hampton, supported by Director Freiheit, to approve Resolution 2024-134, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction Reconnect 3 Grant Security Agreement.

Without objection, the reading of this Resolution was waived.

No objections.

BE IT RESOLVED, by the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians, as follows:

Section 1 FINDINGS AND DETERMINATIONS:

The Board of Directors finds and determines that:

1.1 The Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.

1.2 The Tribe wishes to enter into a Grant Security Agreement (“Agreement”) with United States of America, acting through the Administrator of the Rural Utilities Service., (“RUS”) (“Government”) for the Reconnect 3 Broadband Grant; and

1.3 Government will not consent to such Agreement without a waiver of sovereign immunity or Tribal Court jurisdiction; and

1.4 In order to induce Government to enter into an Agreement, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and Government that might arise from, or relate to, in any respect, the Agreement, or object to the venue clauses found in the Agreement. All the foregoing are referred to herein as the “Waiver and Consent Obligations”; and

1.5 It is in the Tribe's interest to resolve as stated herein.

Section 2 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of Government only should an action be commenced under the Agreement referenced above.

This waiver:

i) Shall terminate upon performance by the Tribe of all of its obligations under the Agreement; and

ii) Is granted solely to Government; and

iii) Shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non-judicial action to resolve disputes between the Tribe and Government and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations under the Agreement; and

iv) Shall be enforceable only in a court of competent jurisdiction, including, the U.S. District Court for the District of Columbia, Tribal Court and U.S. Court of Appeals for the Federal Circuit (including the United States Bankruptcy Court or any arbitrator or arbitration pane); and

v) Shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe’s obligation in the Agreement; and

vi) The Agreement, and other associated documents shall be construed in accordance with and governed by all applicable laws and regulations of governmental bodies with competent jurisdiction, as set forth in such documents.

Section 3. WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waiver the exclusive jurisdiction of the Tribal Court over any action arising under the Agreement. The Board authorized the Tribe to consent to the jurisdiction of any courts with competent jurisdiction, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or any of the documents associated with the Agreement.

Section 4. EFFECTIVE DATE

4.1 This waiver shall become effective upon the final execution of the Agreement executed by the Chairman or his designee. Failure or refusal of any individual to execute the Agreement shall render the waivers and consents granted in this resolution to become void immediately. Failure or refusal to execute the Agreement prior to the close of business on July 1, 2024, shall ender the waivers and consents granted in this resolution to become void immediately.

Roll Call Vote: Motion carries with Directors' Hampton, Morrow, Freiheit, McKerchie, Causley-Smith, McKechnie, Lee, Sorenson, Borowicz approving; Director McRorie opposing.

Moved by Director Freiheit, supported by Director McKechnie, to approve Resolution 2024-135, Acceptance of Reconnect 3 Grant and Authorization of Reconnect 3 Grant Documents.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby accepts a grant from the United States of America (the "Government") acting through the Administrator of the Rural Utilities Service ("RUS") an amount not to exceed \$24,944,355 ("Grant") to be used for such purposes as approved by RUS.

BE IT FURTHER RESOLVED, the Board of Directors hereby authorizes the Chairman or his designee to execute and deliver under its corporate seal, which the secretary is directed to affix and attest, as many counterparts, respectively, as shall be deemed advisable of grant documents, including a Grant and Security Agreement, Deposit Account Control Agreement and financing statements, as required by RUS.

BE IT FURTHER RESOLVED, the Board of Directors hereby authorizes a separate account (hereinafter called the: Pledged Deposit Account") be opened in Huntington Bank and all proceeds of the Grant shall be deposited in such account which shall be pledged to the Government and held in accordance with the provisions of the Grant Security Agreement and the Deposit Account Control Agreement.

BE IT FINALLY RESOLVED, the Board of Directors hereby authorizes Austin Lowes, Tribal Chairman; Tyler LaPlaunt, Tribal Vice-Chairman; Isaac McKechnie, Tribal Treasurer; Robert Schulte, Tribal CFO; and Christine McPherson, Tribal Executive Director to execute all such instruments, make all such payments, and do all such other acts that may be necessary or appropriate to carry out the purposes and intent of the foregoing resolutions.

Roll Call Vote: Motion carries unanimously.

Moved by Director Sorenson, supported by Director McKechnie, to approve Resolution 2024-136, Bureau of Indian Affairs (B.I.A.) American Rescue Plan Act Home Rehabilitation Program (HRP).

NOW, THEREFORE, BE IT RESOLVED, the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors approves the attached HRP program policy as written.

BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes and approves the Housing Authority Director, or designee, to execute any and all documents, including ancillary or supplemental documents, contracts, or forms, as may be necessary and appropriate to carry out the terms, conditions, and intent of this Resolution.

Roll Call Vote: Motion carries unanimously.

Moved by Director Causley-Smith, supported by Director Lee, to approve Resolution 2024-137, Unit II ARPA Funded Home Rehabilitation Program.

NOW, THEREFORE, BE IT RESOLVED, the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors approves the attached HRP program policy as written.

BE IT FURTHER RESOLVED, that the Sault Tribe of Chippewa Indians Board of Directors hereby authorizes the Sault Tribe Housing Authority Director to administratively establish a budget for the Unit II ARPA funded Home Rehabilitation Program.

BE IT FINALLY RESOLVED, that the Board of Directors hereby authorizes and approves the Housing Authority Director, or designee, to execute any and all documents, including ancillary or supplemental documents, contracts, or forms, as may be necessary and appropriate to carry out the terms, conditions, and intent of this Resolution.

Roll Call Vote: Motion carries unanimously.

**Without objection, move relinquishment next because other topics may take a while.
No objections.**

Moved by Director Sorenson, supported by Director McKechnie, to approve Joyce C. Kandes relinquishment.

Motion carries unanimously.

Moved by Director Freiheit, supported by Director Causley-Smith, to approve a Resolution, Approving Tribal Code Chapter 102 Code of Ethics.

Moved by Director Morrow, supported by Director Sorenson, to Table.

Roll Call Vote: Motion to Table fails with Directors' McKerchie, Lee, Morrow, Sorenson, Borowicz supporting; Directors' Freiheit, McRorie, Causley-Smith, Hampton, McKechnie opposing; Tie Vote: Vice-Chairman LaPlaunt opposing.

Moved by Director Sorenson, supported by Director Morrow, to Table.

Roll Call Vote: Motion to Table carries with Directors' Causley-Smith, Borowicz, McKerchie, Sorenson, Morrow, Lee approving; Directors' Freiheit, McKechnie, McRorie, Hampton opposing.

Moved by Director McKechnie, supported by Director Freiheit, to refer the Election Commission Referral to Tribal Court.

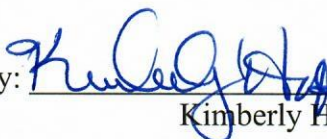
Roll Call Vote: Motion carries with Directors' McKechnie, Lee, Freiheit, Hampton, McRorie approving; Directors' Borowicz, McKerchie, Sorenson, Morrow opposing; Director Causley-Smith abstaining.

Moved by Director Freiheit, to have legal publish memo of results of investigation regarding Unit 2 trailer to tribal website on how this happened.

Motion dies due to lack of support.

Adjourned at 7:46 p.m.

Date: 5/21/24

Secretary: 
Kimberly Hampton

Others Present: Robert Schulte, Jessica Dumback, Aaron Schlehuber, Ashlee Mielke, Lona Stewart, Ryan Mills (Z), Andrew Lane, Clarence Hudak, Elaine Clement (Z), Jen Clerc, Josh Elliot, Robin Clark, Lisa Burnside, Stephanie Sprecker, Mike McCoy, Dan Doyle, Larry Jacques, Joni Talentino, Julie Salo