

**BOARD OF DIRECTORS REGULAR MEETING  
MANISTIQUE TRIBAL CENTER  
MANISTIQUE, MICHIGAN  
MINUTES  
SEPTEMBER 30, 2008**

The meeting was opened at 6:17 p.m. by Chairman McCoy.

Present: Dennis McKelvie, DJ Hoffman, Cathy Abramson, Joe Eitrem, Lana Causley, Bob LaPoint, Keith Massaway, Patrick Rickley, Denise Chase, Tom Miller, Shirley Petosky, Joe McCoy.

Absent: Bernard Bouschor – personal.

**Moved by Director Massaway, supported by Director Rickley, to excuse Director Bouschor from the meeting.**

**Motion carried with Director Abramson opposing.**

**Moved by Director Massaway, supported by Director Causley, to approve the Minutes of 8-19-2008, 8-26-2008, 9-2-2008, and 9-9-2008 as written.**

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Miller, to approve the agenda, excluding the last four resolutions.**

**Roll Call vote: Motion carried with Directors Rickley, Hoffman, LaPoint, Eitrem, Massaway, Causley, Petosky, Miller approving, Directors Abramson, McKelvie opposing. Director Chase was out of the room.**

**Moved by Director Massaway, supported by Director Hoffman, to suspend the rules and add the resolutions regarding Partial Waiver, 401 k Plan, Chi Mukwa (under Resolutions) ; and Hiring Prosecutor (under New Business) to the agenda.**

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Abramson, to approve Resolution 2008-186, FY 2008 Community Care Clinic September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2008 Budget Modification for the Community Care Clinic. The overall under spending, which includes the pay adjustment for the Part-time Physician Assistant retroactive to January 1, 2008, results in a savings of \$19,002.54.

**Motion carried with Director Hoffman opposing.**

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**Moved by Director Chase, supported by Director Abramson, to approve Resolution 2008-187, FY 2008 Manistique Health Clinic, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the staff changes for the Budget Modification to Manistique Health Clinic, with no effect on expenses.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Abramson, to approve Resolution 2008-188, FY 2008 Big Bear Fitness Center, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the attached FY 2008 budget modification for Big Bear Fitness Center, funded by Other Revenue of \$30,921.

**Motion carried with Director LaPoint opposing.**

**Moved by Director Hoffman, supported by Director Abramson, to approve Resolution 2008-189, FY 2008 Excess Bridge Funds, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the attached budget modification to establish a budget for Excess Bridge Funds, in the amount of \$64,925.40.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Causley, to approve Resolution 2008-190, FY 2008 Youth Education & Activities, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2008 Budget Modification for Youth Education & Activities, for the additional funding, of \$32,000.00, from Housing Authority and the reduction in Tribal Support.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Causley, to approve Resolution 2008-191, FY 2009 Strategic Alliance for Health, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for Strategic Alliance for Health, funded by a \$160,000.00 grant received from The Center of Disease Control, and allow for the required staffing of this program.

**Motion carried unanimously.**

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**Moved by Director Eitrem, supported by Director Abramson, to approve Resolution 2008-192, FY 2009 Traditional Health Environments, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for Traditional Healthy Environments, funded by a \$90,909.00 grant received from The Center of Disease Control, and allow for the required staffing of this program.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Miller, to approve Resolution 2008-193, FY 2009 PHN Case Management, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for PHN Case Management, funded by a \$150,000.00 grant received from Indian Health Services, and allow for the required staffing of this program.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director LaPoint, to approve Resolution 2008-194, FY 2009 Emergency Preparedness, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for Emergency Preparedness, funded by \$62,382.97 received from the State of Michigan, and allow for the required staffing of this program.

**Motion carried unanimously.**

**Moved by Director Abramson, supported by Director Hoffman, to approve Resolution 2008-195, FY 2009 EPA Gap, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for EPA GAP, funded by grant received from the Environmental Protection Agency (\$96,442.83 for FY 2009), and allow for the required staffing of this program.

**Motion carried unanimously.**

**Moved by Director Miller, supported by Director Massaway, to approve Resolution 2008-196, FY 2009 Employment Budget Modifications, September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the attached FY 2009 Budget Modifications for SYEP and SYEP Administration, reducing Federal Revenue \$9,596 to actual award amounts.

**Motion carried unanimously.**

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**Moved by Director Chase, supported by Director Abramson, to approve Resolution 2008-197, FY 2009 Sault Tribe Alive Youth Project (STAY), September 2008.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget of \$479,632 for STAY, a grant received from Health and Human Services – Substance Abuse and Mental Health Services Administration.

**Motion carried unanimously.**

**Moved by Director Eitrem, supported by Director Abramson, to approve Resolution 2008-198, Continuing Funding Authority for Fiscal Year September to August.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves continuing funding for the attached cost center for fiscal year 2009, at their 2008 spending levels, for a period not to exceed 90 days.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Eitrem, to approve Resolution 2008-199, Continuing Funding Authority for Fiscal Year October to September.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves continuing funding for the attached cost center for fiscal year 2009, at their 2008 spending levels, for a period not to exceed 90 days.

**Motion carried unanimously.**

**Moved by Director Miller, supported by Director Chase, to approve Resolution 2008-200, National Center for Education Research Grant.**

NOW THEREFORE BE IT RESOLVED, the Sault Ste. Marie Tribe of Chippewa Indians supports the submission of a National Center for Education Research grant application to the Institute of Education Sciences in the amount of \$600,000 for a two-year project period to identify exemplary teacher effectiveness strategies which have a positive impact on Native American student outcomes in the areas of Reading and Writing.

BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes Darwin Joe McCoy, Tribal Chairman, or his duly authorized representative to sign, negotiate, amend, and execute any agreement thereof for the National Center for Education Research grant.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Causley, to approve Resolution 2008-201, Adoption of Purchasing Policy Statement for the Sault Ste. Marie Tribe of Chippewa Indians.**

NOW, THEREFORE, BE IT RESOLVED, that no tribal department, committee, agency or instrumentality, shall have the authority to place new procurement or services contracts without having the procurement process run by the Purchasing Department, pursuant to attached Purchasing Policy et al addendums.

BE IT FURTHER RESOLVED, that this resolution shall not be construed to prohibit the tribal enterprises from continuing to purchase goods for resale based upon qualities other than cost.

BE IT FURTHER RESOLVED, that the Purchasing Policy et al addendums, as attached, is hereby adopted.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Rickley, to approve Resolution 2008-202, Approval and Authorization of Amendment and Limited Waiver to November 2007 National City Bank Financing.**

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

Section 1. RECITALS

1.1 The Sault Ste. Marie Tribe of Chippewa Indians (the "**Tribe**") is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, as amended (25 U.S.C. 467, *et seq.*).

1.2 Kewadin Casinos Gaming Authority (the "**Authority**") is an autonomous instrumentality of the Tribe.

1.3 The Authority is the borrower under a Loan Agreement ("**Loan Agreement**") among the Authority, the Tribe, National City Bank of the Midwest, as Administrative Agent, and the Lenders party from time to time thereto (the "**Lenders**"), as amended (the "**Financing**").

1.4 The Tribe is a party to the Loan Agreement as an additional obligor with respect to certain representations, warranties and covenants.

1.5 The Authority and the Tribe wish to receive a limited waiver of specified defaults under Section 11.1d of the Loan Agreement.

1.6 To receive this waiver the Tribe must amend the existing agreement to allow for monthly reporting, accommodation for Comerica Bank, fee of .25% of existing loan balance and other conditions in the attached amendment.

1.7 It is a condition to the Financing and the Amendment that the Tribe waive the jurisdiction of the Tribal Court in connection with the financing, except to the extent that the Tribe Loan Documents or the Authority Loan Documents as amended by the Amendment, may provide for limited jurisdiction for enforcement of an arbitration award under Chapter 95 of the Tribal Code, and the Board of Directors has determined that it is in the best interests of the Tribe that the Financing be amended on substantially the terms set forth in the draft Amendment and that the Tribe waive jurisdiction of the Tribal Court in connection therewith..

Section 2. APPROVALS AND AUTHORIZATION

2.1 The Board of Directors authorizes and directs the Tribe, through its Chairman, for and on behalf of the Tribe, to enter into such agreements on such terms and conditions as he deems necessary or appropriate with respect to governing law, waivers of sovereign immunity and Tribal court jurisdiction, and consent to jurisdiction.

2.2 The Chairman is authorized and directed to execute and deliver such other agreements, certificates, documents and instruments as may be required and to take any and all such other action as may be necessary or desirable to effectuate the foregoing on behalf of the Tribe.

Section 3. WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION

The Tribe hereby expressly confirms its waiver under the Tribe Loan Documents and Resolution 2007-162 and waives its sovereign immunity from suit should an action be commenced on the Tribe Obligations, as amended by the Amendment

This waiver:

- 1) shall terminate upon performance by the Tribe of all its obligations under the Finance Documents;
- 2) is granted solely to the Lender, its successors and assigns;
- 3) shall apply to any judicial or non-judicial action, including but not limited to any lawsuit, arbitration, judicial or non-judicial foreclosure proceeding, judicial or non-judicial action to enforce the rights of the Lender as a secured creditor, and to the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel, if applicable, to enforce the obligations of the Tribe under the Finance Documents;
- 4) shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation under the Finance Documents, including but not limited to any Tribal property or assets pledged under the Finance Documents; and
- 5) shall be enforceable only in a court of competent jurisdiction, including the courts of the State of Michigan and the federal courts in Michigan, including the United States Bankruptcy court, or any arbitrator or arbitration panel, if applicable.

3.1 The Finance Documents, as amended by the Amendment, shall be construed in accordance with and governed by the internal laws of the State of Michigan, as set forth in each such document. The Board of Directors authorizes the Tribe to consent to the jurisdiction of the courts of the State of Michigan and the federal courts in Michigan, including any courts to which decisions may be appealed, with respect to any controversy arising out of or under the Finance Documents, as amended by the Amendment.

Section 4. WAIVER OF TRIBAL COURT JURISDICTION

4.1 The Board of Directors expressly confirms its waiver under the Tribe Loan Documents and Resolution 2007-162 and waives jurisdiction of the Tribal Court over any action arising under the Tribe Loan Documents and the Authority Loan Documents identified in Authority Resolution 2007-05, as amended by the Amendment, pursuant to the provisions of Chapter 44.108 except to the extent that the Tribe Loan Documents or the Authority Loan Documents, as amended by the Amendment, may provide for limited jurisdiction for enforcement of an arbitration award under Chapter 95 of the Tribal Code.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Miller, to approve Resolution 2008-203, Tribal Recycling.**

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby directs the CO-Executive Directors, Casino COO, or their designees, to develop a mandatory overall Tribal Recycling plan.

BE IT FINALLY RESOLVED, that this plan shall be submitted for consideration and approval within 120 days from enactment of this resolution to the Sault Tribe Board of Directors.

**Motion carried unanimously.**

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**Moved by Director Causley, supported by Director Massaway, to approve Resolution 2008-204, Partial Waiver of Convictions for Kenneth James Belonga.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, pursuant to Tribal Code Chapter 76 grants a partial waiver to Kenneth James Belonga, Jr., for the convictions of: Disorderly Person, MCL 750.167, June 17<sup>th</sup>, 2008.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Massaway, to approve Resolution 2008-205, Modifying 401 (k) Plan, Adding Options for Our Employees.**

NOW, THEREFORE, BE IT RESOLVED, the Tribe desires to amend the Plan to: (i) temporarily eliminate the Plan's existing nonelective employer safe harbor contributions feature beginning with the Plan's 2009 plan year; (ii) reduce the Plan's minimum age for participation from age 21 to age 18 beginning with the Plan's 2009 plan year; and (iii) add a participant loan feature to the Plan effective immediately; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes execution of the Amendment in the name of and on behalf of the Tribe by any officer of the Tribe, and authorizes them to take such other actions as they may deem appropriate to implement the purposes of this Resolution, including, but not limited to, the implementation of an appropriate written loan program containing the specific rules and procedures for the participant loan feature.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Rickley, to approve Resolution 2008-206, Tribal Liquor License, Big Bear Chi Mukwa Community Recreation Center, Sault Ste. Marie.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby issues a CLASS A: Retailer License and CLASS B: Retail Intoxicating Liquor License to the Big Bear Chi Mukwa Community Recreation Center, Sault Ste. Marie.

BE IT FURTHER RESOLVED, that this license shall be posted and kept in a conspicuous place on the premises.

BE IT STILL FURTHER RESOLVED, this license shall expire on December 31, 2008.

**Roll Call Vote: Motion carried with Directors Hoffman, Rickley, Eitrem, Miller, Massaway, Causley approving, Directors Chase, Abramson, Petosky, LaPoint, McKelvie opposing.**

**Moved by Director Massaway, supported by Director Eitrem, to accept the recommendation of the Hiring Committee for Tribal Prosecutor, and offer the position to the person who is recommended.**

**Roll Call Vote: Motion carried with Director McKelvie, Abramson, Rickley, Petosky, Causley, Massaway, Eitrem, LaPoint, Directors Miller, Chase, Hoffman opposing.**

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**Moved by Director Massaway, supported by Director Miller, to accept the resignations of Lou Anne Bush and Nathan Wright from the Cultural Committee.**

**Roll Call Vote: Motion carried with Directors Eitrem, Chase, Rickley, Petosky, Massaway, Miller, McKelvie approving, Director Abramson opposing, Directors Hoffman, Causley, LaPoint abstaining.**

**Without Objections, the Board accepts the resignation of Lana Causley from the Conservation Committee.**

**Without Objections, the Board accepts the recommendation of the Conservation Committee and reappoints Dave King to a four year term, expiring September 2010.**

**Moved by Director Massaway, supported by Director Causley, to move into closed session.**

**Motion carried unanimously.**

**Open Session:**

**Moved by Director Massaway, supported by Director Miller, to approve Resolution 2008-207, DIP Credit Agreement, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction.**

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

FINDINGS AND DETERMINATIONS: The Board of Directors finds and determines that: The Sault Ste. Marie Tribe of Chippewa Indians (the "Tribe") is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.

Kewadin Casinos Gaming Authority (the "Authority") is an instrumentality of the Tribe; Kewadin Greektown Casino, L.L.C. ("Kewadin"), a Michigan limited liability company, is wholly-owned by the Authority; Monroe Partners, L.L.C., a Michigan limited liability company ("Monroe"), is majority-owned by Kewadin; Greektown Holdings, L.L.C., a Michigan limited liability company ("Holdings"), is wholly-owned by Kewadin and Monroe; Greektown Holdings II, Inc., a Michigan corporation ("Holdings II"), is wholly-owned by Holdings; Greektown Casino, L.L.C., a Michigan limited liability company ("Greektown"), is wholly-owned by Holdings; Realty Equity Company, Inc., a Michigan corporation ("REC") is wholly-owned by Greektown; Contract Builders Corporation, a Michigan corporation ("CBC") is wholly-owned by Greektown; and Trappers GC Partner, LLC, a Michigan limited liability company ("TGC"), is wholly-owned by Greektown.

Holdings and Holdings II are parties to that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement among Holdings and Holdings II, as borrowers, Greektown, CBC, REC and TGC, as guarantors, the various financial institutions that are or become lenders thereunder (the "Lenders"), Merrill Lynch Capital Corporation, as administrative agent for the Lenders (the "Administrative Agent"), Wachovia Bank, National Association, a national banking association, as the issuer of certain letters of credit, Merrill Lynch, Pierce, Fenner and Smith Incorporated ("MLPF&S"), as a co-lead arranger, MLPF&S as a joint book runner, Wachovia Capital Markets, LLC ("Wachovia Capital"), as



a co-lead arranger, Wachovia Capital as a joint book runner and Wachovia Capital as the syndication agent, dated as of June 9, 2008 (the "DIP Credit Agreement") and certain related loan documents contemplated thereunder (together with the DIP Credit Agreement, the "Initial Credit Documents"). Holdings and Holdings II desire to enter into the First Amendment to Senior Secured Superpriority Debtor-In-Possession Credit Agreement and Waiver Agreement among Holdings and Holdings II, as borrowers, Greektown, REC, CBC and TGC, as guarantors, and the Administrative Agent (the "Amendment to Credit Agreement" and together with the Initial Credit Documents, the "Credit Documents").

In order to induce the Lenders to enter into the Amendment to Credit Agreement, the Tribe is required (a) to expressly consent to Holdings and Holdings II entering into the Credit Documents and to Greektown, REC, TGC and CBC entering into the Credit Documents, and (b) to confirm that the Tribe, the Authority, Monroe, Kewadin, Holdings, Holdings II, Greektown, REC, TGC and CBC, and all other entities claiming by, through or under the Tribe, the Authority, Holdings, Holdings II, Greektown, Kewadin, Monroe, REC TGC, and/or CBC will not claim tribal immunity or Tribal Court jurisdiction with respect to any matter pertaining to the Credit Documents. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

Without the Waiver and Consent Obligations, the transactions covered by the Amendment to Credit Agreement could not be consummated. It is in the best interests of the Tribe to consent to the Amendment to Credit Agreement and to enter into the Waiver and Consent Obligations.

#### APPROVALS AND AUTHORIZATION

The Board of Directors authorizes and directs the Tribe, through its Chairman, for and on behalf of the Tribe, the Authority, Kewadin, Monroe, Holdings, Holdings II, Greektown, REC, TGC and CBC, to enter into such agreements on such terms and conditions as he deems necessary concerning governing law, waiver of Tribal Court jurisdiction, and waiver of tribal immunity.

The Board of Directors authorizes and directs the Tribe, the Authority, Kewadin, Monroe, Holdings, Holdings II, Greektown, REC, TGC and CBC each to give its express consent to the terms and provisions of the Credit Documents, as applicable.

The Chairman is authorized and directed to execute and deliver such other agreements, certificates, documents, or instruments, as may be required or to take any and all such action which may be necessary or convenient to effectuate the foregoing.

**WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW**The Tribe hereby waives its sovereign immunity from suit should an action be commenced under the Credit Documents.

This waiver:

- shall terminate upon performance by Holdings, Holdings II, Greektown, REC, TGC and/ or CBC of all of their respective obligations under the Credit Documents;
- is granted solely to the Lenders and the Administrative Agent and their successors and assigns;
- shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, judicial or non-judicial foreclosure proceeding, and judicial or non-judicial action to enforce the rights of the Lenders and the Administrative Agent as a secured creditor, and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations of Holdings, Holdings II, Greektown, REC, TGC and/ or CBC under the Credit Documents;
- shall be enforceable against all assets and property of Holdings, Holdings II, Greektown, REC, TGC and CBC, to the extent sufficient to satisfy Holdings', Holdings II's, Greektown's, REC's, TGC's and CBC's respective obligations under the Credit Documents;

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shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan and the State of New York, the Tribal Court and federal courts in Michigan and New York (including the United States Bankruptcy Court) or any arbitrator or arbitration panel; and  
the Credit Documents shall be construed in accordance with and governed by the internal laws of the State of Michigan and/ or New York, as set forth in each such document, except that matters concerning the validity and perfection of a security interest shall be governed by the conflicts of law rules set forth in the Michigan Uniform Commercial Code. The Board of Directors specifically authorizes Holdings, Holdings II, Greektown, REC, TGC and CBC to submit to and consent to the jurisdiction of the courts of the States of Michigan and New York, including any courts to which decisions may be appealed, with respect to any controversy arising out of the Credit Documents.

**WAIVER OF TRIBAL COURT JURISDICTION**

The Board of Directors waives jurisdiction of the Tribal Court over any action arising under the Credit Documents.

**Roll Call Vote: Motion carried with Directors McKelvie, Miller, Abramson, Rickley, Petosky, Causley, Massaway, Eitrem, LaPoint approving, Directors Chase, Hoffman opposing.**

**Moved by Director Rickley, supported by Director Massaway, to adjourn the meeting.**

**Motion carried unanimously.**

Meeting adjourned: 8:01 p.m.

Date: 11-4-08

Secretary: 

Others present: Kristi Little, Lona Stewart, Candy Blocher, James Lamoreaux, Carol Eavou, Tanya McDonald, Cheri Tannehill.

Acct: Vic Matson, Bill Connolly  
Casino: Tony Goetz  
Gaming:  
Housing:  
Legal: Aaron Schlehuber  
Law Enf: Money, Shampine

ACFS:  
Education: Angeline Matson  
Health:  
H.R.:  
Communications: