

**BOARD OF DIRECTORS REGULAR MEETING  
KEWADIN CASINO AND CONVENTION CENTER  
SAULT STE. MARIE, MICHIGAN  
MINUTES  
September 3, 2019**

The meeting was opened at 5:05 p.m. by Chairperson Payment.

Present: Kim Gravelle, Michael McKerchie, DJ Hoffman, Jennifer McLeod, Lana Causley, Bridgett Sorenson, Keith Massaway, Denise Chase, Darcy Morrow, Charles Matson, and Aaron Payment.

Absent:

**Moved by Director Causley, supported by Director McLeod, to approve the agenda as read.  
Motion carried unanimously.**

**Moved by Director Gravelle, supported by Director McLeod, to approve Res. 2019-237, ACFS- OVC Tribal Set Aside Establishment of FY 2020 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2020 budget for OVC Tribal Set Aside with DOJ Federal Revenue monies of \$417,827.27. No effect on Tribal Support.

**Roll Call Vote: Motion carried unanimously.**

**Moved by Director Sorenson, supported by Director Hoffman, to approve Res. 2019-238, Law Enforcement – COPS TRGP 2015 Establishment of FY 2020 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2020 budget for COPS TRGP 2015 with DOJ Federal Revenue monies of \$233,320.43. These funds are carryover. No effect on Tribal Support.

**Roll Call Vote: Motion carried unanimously.**

**Moved by Director McLeod, supported by Director Hollowell, to approve Res. 2019-239, Natural Resources – Lake Whitefish Rearing Project Establishment of FY 2020 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2020 budget for Lake Whitefish Rearing Project BIA Federal Revenue monies of \$53,857.22. No effect on Tribal Support.

**Roll Call Vote: Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Sorenson, to approve Res. 2019-240, Sault Tribe EDC Commercial Development Position.**

RESOLVED, that the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors authorizes the EDC Executive Director to establish a position to oversee retail and commercial development efforts of the Sault Tribe EDC and to fund the position from a Corporate Tax Fund balance.

**Roll Call Vote: Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Massaway, to approve Res. 2019-241, DeMawating Development Property Management and Maintenance 2019 Budget Modifications.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modifications to DeMawating Development Property Management and to DeMawating Development Maintenance to change the Personnel Sheets and increase expenses \$3,400.19.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Sorenson, to approve Res. 2019-242, Business Solutions Establishment of FY 2019 Budget and Eagle Lending FY 2019 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2019 budget for Business Solutions with Other Revenue – Wage Reimbursement \$36,058.75 and Loan Proceeds - Eagle Lending monies \$8,700.00

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modification to Eagle Lending to increase Other Revenue – Loan Interest \$121.80 and approve the lending to Business Solutions monies \$8,700.00

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Massaway, to approve Res. 2019-242, Trust Land Status White Pine Lodge E7889 W. State Highway M-28, Christmas MI 49862.**

NOW, THEREFORE, BE IT RESOLVED, that the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors hereby requests that the Secretary of Interior accept title to the following parcel of land in trust for the benefit of Sault Ste. Marie Tribe of Chippewa Indians on behalf of the Tribe: See Attached Legal Description

BE IT FURTHER RESOLVED, that the parcel to be acquired is to be used for economic development and is not intended for gaming purposes.

BE IT FURTHER RESOLVED, that the Secretary of the Interior is hereby requested to declare said lands to be part of the Reservation of the “Sault Ste. Marie Tribe of Chippewa Indians” under 25 U.S.C. Section 5110.

BE IT FURTHER RESOLVED, that the Board of Directors authorizes its Chairperson and Treasurer to execute any documents and take any further action on behalf of the Tribe as maybe necessary to complete such conveyance.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director McKerchie, to table the res. regarding the right of way in Kinross.**

**Motion carried with Directors Causley, Hollowell, Massaway opposing.**

**Moved by Director McLeod, supported by Director Hollowell, to approve Res. 2019-244, Health Center – Mental Health FY 2019 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modification to Mental Health to change the personnel sheet and reallocate expenses. No effect on Tribal Support.

**Roll Call Vote: Motion carried with Directors Massaway, Hollowell, McLeod, Gravelle, Matson, Hoffman, Causley, McKerchie approving; Directors Chase, Sorenson, Morrow opposing.**

**Moved by Director McLeod, supported by Director Massaway, to approve Res. 2019-245, Health Center – Purchased Referred Care, Sault Administration, Sault Pharmacy, St. Ignace Medical/Nursing, St. Ignace Pharmacy, and Recovery Hospital FY 2019 Budget Modifications.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modifications to the Purchased Referred Care, Sault Administration, Sault Pharmacy, St. Ignace Medical/Nursing, St. Ignace Pharmacy, and Recovery Hospital, to change personnel sheets, reallocate revenue and expenses. No effect on Tribal Support.

**Roll Call Vote: Motion carried with Directors Sorenson, Matson, McKerchie, Causley, Massaway, McLeod, Morrow, Hollowell, Chase approving; Directors Hoffman, Gravelle opposing.**

**Moved by Director McLeod, supported by Director Morrow, to approve Res. 2019-246, Health Center- Walk In Clinic and Third Party Revenue FY 2019 Budget Modifications.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modifications to the Walk in Clinic for Consulting and Third Party Revenue for the additional monies of \$280,000.00. No effect on Tribal Support.

**Roll Call Vote: Motion carried unanimously.**

**Moved by Director Sorenson, supported by Director Causley, to approve Res. 2019-247, 2019 Head Start and Early Head Start One-Time Funding.**

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby supports and recommends the submission of a grant to the Office of Head Start, American Indian and Alaskan Natives Program Branch, for the One-Time Funding to support the construction of the new Early Childhood Education Facility.

**Roll Call Vote: Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director McKerchie, to approve Res. 2019-248, Limited Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction EmpowerED.**

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 would like to enter into a User Agreement with EmpowerDB, for the purposes of providing case management services to the Advocacy Resource Center of the Tribe.
  - 1.3 EmpowerDB has refused to consent to such User Agreement without a limited waiver of sovereign immunity or Tribal Co
  - 1.4 In order to induce EmpowerDB to enter into the User Agreement, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim tribal immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and EmpowerDB that might arise from, or relate to, in any respect, the User Agreement. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."
  - 1.5 It is in the Tribe's interest to resolve as stated herein.
- Section 2 LIMITED WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW
- 2.1 The Tribe hereby waives its sovereign immunity from suit in favor of EmpowerDB only should an action be commenced under the User Agreement referenced above.

This waiver:

- i) shall terminate upon performance by the Tribe of all of its obligations under the User Agreement or any subsequent extensions of the User Agreement; and
- ii) is granted solely to EmpowerDB; 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 EmpowerDB 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 User Agreement.
- iv) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan the Tribal Court and federal courts in Michigan and the state of Massachusetts, (including the United States Bankruptcy Courts) or any arbitrator or arbitration panel; and
- v) shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation under the User Agreement; and
- vi) the User Agreement, and other associated finance documents shall be construed in accordance with and governed by the internal laws of the State of Massachusetts, as set forth in such documents. The Board authorizes the Tribe to consent to the jurisdiction of the courts of the State of Michigan and the federal courts in Michigan and Massachusetts, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or the User Agreement of extensions thereof.

Section 3 LIMITED 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 User Agreement.

**Motion carried with Director McLeod opposing.**

**Moved by Director Causley, supported by Director McLeod, to approve Res. 2019-249, Health Center, J.L. Associates Contract 2019 Approve to Purchase Services.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the purchase of the services of J.L. Morgan & Associates, Inc., for the term of the approved contract. The total agreement is \$147,656.40 over three years.

**Roll Call Vote: Motion carried unanimously.**

**Moved by Director Causley, supported by Director Hollowell, to approve Res. 2019-250, Authorize Submission of 2020 Indian Health (I.H.S.) Services Joint Venture Construction Program (JVCP).**

NOW THEREFORE, BE IT RESOLVED, the Board of Directors hereby directs the Health Division to submit the JVCP Pre-Application.

BE IT FURTHER RESOLVED, the Board of Directors directs the Chairperson to sign the letter of support, to follow up with Rear Admiral Michael D. Weahkee, and to pursue submitting the JVCP Application.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Massaway, to approve Res. 2019-251, Limited Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction in Re Greektown Holdings LLC.**

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

1.3 On May 29, 2008, each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Michigan (the "Bankruptcy Court").

1.4 On January 22, 2010, the Bankruptcy Court entered the Order Confirming Second Amended Joint Plans of Reorganization for the Debtors Proposed by the Noteholder Plan Proponents Including the Official Committee of Unsecured Creditors and Indenture Trustee (the "Plan Confirmation Order"). The Plan went effective on or about June 30, 2010 (the "Effective Date"). Pursuant to the terms of the Plan, a Litigation Trust was created and Buchwald Capital Advisors LLC was designated the Litigation Trustee for the Greektown Litigation Trust. Pursuant to Section 4.19.1 of the Plan, on the Effective Date, the claims asserted against the Tribe Defendants in the Adversary Proceedings (hereinafter defined) were transferred from the Debtors to the Litigation Trustee. Pursuant to Section 4.12.9 of the Plan, the Litigation Trustee has the sole power and authority to resolve the Adversary Proceedings, subject to approval by the Bankruptcy Court.

1.5 On or about May 28, 2010, the Official Committee of Unsecured Creditors of Greektown Holdings, LLC, *et al.*, filed a Complaint against the Tribe Defendants and others, which was assigned Adversary Proceeding Number 10-05712 (the "MUFTA Adversary Proceeding"). The MUFTA Adversary Proceeding Complaint alleges, among other things, that the Tribe Defendants received transfers from the Debtor Greektown Holdings, LLC for which the Tribe Defendants provided no or inadequate consideration and which may be set aside and avoided pursuant to Section 544 of the United States Bankruptcy Code, 11 USC § 101, et. seq. (the "Bankruptcy Code") and the Michigan Uniform Fraudulent Transfer Act.

1.6 On June 25, 2010, the Tribe Defendants filed a motion to dismiss the MUFTA Adversary Proceeding Complaint on the basis that sovereign immunity bars the claims asserted therein (the "Motion to Dismiss"). On December 23, 2010, the Bankruptcy Court entered a Stipulated Order bifurcating the Motion to Dismiss. Pursuant to the Stipulated Order, the Bankruptcy Court agreed to: (1) first consider and rule upon the legal issue of whether Congress abrogated the Tribe's sovereign immunity by enacting Section 106 of the Bankruptcy Code; and (2) the Bankruptcy Court held in abeyance the issue of whether the Tribe Defendants consensually waived their sovereign immunity.

1.7 By Stipulation dated August 9, 2010 (and approved by a Consent Order dated August 14, 2010), the Litigation Trustee was substituted as Plaintiff in the MUFTA Adversary Proceeding.

1.8 On March 22, 2011, the Bankruptcy Court entered the Order Approving Joint Motion to Approve (i) the Designation of the General Unsecured Creditors Distribution Fund Trust (the "Greektown Distribution Trust") as Disbursing Agent Under Plan, (ii) the Appointment of Buchwald Capital Advisors LLC as Trustee of the General Unsecured Creditors Distribution Fund Trust, and (iii) the Terms of the General Unsecured Creditors Distribution Fund Trust Agreement (the "Distribution Trust Order"). Pursuant to the terms of the Distribution Trust Order, the Greektown Distribution Trust was created and Buchwald Capital Advisors LLC was designated the Distribution Trustee. Also pursuant to the Distribution Trust Order, the Litigation Trustee delegated its responsibility for administering, disputing, objecting to, compromising or otherwise resolving all proofs of claims in each of the General Unsecured Classes to the Greektown Distribution Trust.

1.9 On August 13, 2014, the Bankruptcy Court denied the Motion to Dismiss on the basis that Congress abrogated sovereign immunity by enacting Section 106 of the Bankruptcy Code. The Tribe Defendants appealed that denial to the United States District Court for the Eastern District of Michigan (the "District Court"). On June 9, 2015, the District Court reversed and remanded the MUFTA Adversary Proceeding to the Bankruptcy Court for determination of whether the Tribe Defendants waived their sovereign immunity. On September 4, 2015, the Tribe Defendants filed a motion to dismiss in the Bankruptcy Court on the basis that they had not waived their sovereign immunity (the "Sovereign Immunity Limited Waiver Motion to Dismiss"). On September 29, 2016, the Bankruptcy Court granted the Sovereign Immunity Limited Waiver Motion to Dismiss and dismissed the MUFTA Adversary Proceeding. The Litigation Trustee appealed the dismissal to the District Court and, on January 23, 2018, the District Court affirmed. On February 13, 2018, the Litigation Trustee appealed the orders dismissing the MUFTA Adversary Proceeding to the Sixth Circuit. On February 26, 2019, the Sixth Circuit entered an Opinion and Judgment affirming the dismissal of the MUFTA Adversary Proceeding. *See In re Greektown Holdings, LLC*, 917 F.3d 451 (6<sup>th</sup> Cir. 2019). On March 18, 2019, the Litigation Trustee filed a Petition for a Writ of Certiorari the Supreme Court of the United States, assigned Case No. 18-1218 (the "Supreme Court Case").

1.10 On April 16, 2019, by Resolution 2019-107, the Board of Directors of the Tribe authorized settlement of the Supreme Court Case, and all claims remaining against the Tribe and Gaming Authority related to the Greektown Casino.

1.11 On May 7, 2019, by Resolution 2019-142, the Tribe confirmed its limited waiver of sovereign immunity under the Settlement Agreement and waived its sovereign immunity from suit in favor of the Litigation Trustee and Distribution Trustee only should an action be commenced to enforce the Tribe's obligations under the Settlement Agreement.

1.12 On June 6, 2019, the Litigation Trustee filed a motion to approve the Settlement Agreement with the Bankruptcy Court. On June 27, 2019, Dimitrios Papas, Viola Papas, Ted Gatzaros (now deceased) and Maria Gatzaros (jointly, the "Papas/Gatzaros Defendants") filed an Objection to the Settlement Agreement with the Bankruptcy Court (the "Papas/Gatzaros Settlement Objection").

1.13 The Papas/Gatzaros Defendants have agreed to withdraw the Papas/Gatzaros Settlement Objection if the Tribe Defendants agree, among other things, to cooperate with the Papas and Gatzaros Defendants' reasonable discovery requests made in connection with the MUFTA Adversary Proceeding in a manner equivalent to that which the Tribe Defendants have agreed to provide the Litigation Trustee as set forth in Paragraph 5 of the Settlement Agreement (the "Litigation Cooperation Provision").

1.14 It is a necessary that the Tribe and the Authority each provide a limited waiver of sovereign immunity and the jurisdiction of the Tribal Court in connection with the resolution of the Papas/Gatzaros Settlement Objection, and the Board of Directors has determined that it is in the best interests of the Tribe grant a limited waiver the sovereign immunity and the jurisdiction of the Tribal Court for the limited purpose of allowing the Papas/Gatzaros Defendants to enforce the Litigation Cooperation Provision.

## Section 2 APPROVALS AND AUTHORIZATION

2.1 The Board of Directors authorizes and directs the Tribe, through its Chairperson and attorneys, on such conditions and terms as they deem fit, to resolve the Papas/Gatzaros Objection to the Settlement Agreement by agreeing to the Litigation Cooperation Provision on such terms as they may agree upon.

2.2 The Chairperson and attorneys are authorized and directed to execute and deliver such other 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 resolution of the Papas/Gatzaros Objection consistent with this Resolution.

## Section 3 LIMITED WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION.

3.1 The Tribe hereby grants a limited waiver of sovereign immunity from suit in favor of the Papas/Gatzaros Defendants only should an action be commenced to enforce the Litigation Cooperation Provision under the Settlement Agreement.

This waiver:

- i) shall terminate upon performance by the Tribe of all of its obligations under the Litigation Cooperation Provision,
- ii) is granted solely to the Papas/Gatzaros Defendants;
- 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 the Papas/Gatzaros Defendants to enforce the obligations under Litigation Cooperation Provision;
- iv) shall be enforceable only in a court of competent jurisdiction including the United States Bankruptcy Court or any arbitrator or arbitration panel; and
- v) shall be enforceable against all assets of the Tribe to the extent necessary to satisfy the Tribe's obligation under the Litigation Cooperation Provision.

3.2 The Litigation Cooperation Provision shall be construed in accordance with and governed by the internal laws of the State of Michigan, as set forth in the Settlement Agreement. The Tribe expressly consents to the jurisdiction of the federal courts and Bankruptcy courts in Michigan, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution.

## Section 4 LIMITED WAIVER OF TRIBAL COURT JURISDICTION

The Board of Directors expressly grants a limited waiver of jurisdiction of the Tribal Court over any action arising related to enforcement by the Papas/Gatzaros Defendants of the Litigation Cooperation Provision in the Settlement Agreement pursuant to the provisions of Section 44.108 of the Tribal Code.

## Section 5 TIME LIMITATION

This Resolution shall become automatically void, without further action of the Board, should the settlement between the Tribe and the Litigation Trustee not be approved following the hearing before the Bankruptcy Court scheduled for September 26, 2019.

**Motion carried with Director McLeod opposing.**

**Moved by Director Morrow, supported by Director Causley, to table the resolution regarding Enbridge/Graymont.**

**Roll Call Vote: Motion carried with Directors Morrow, Causley, Matson, Chase, Massaway, Hollowell approving; Directors Sorenson, Gravelle, McLeod, Hoffman, McKerchie opposing.**

**Moved by Director McLeod, supported by Director Gravelle, to approve Res. 2019-252, Support for Assistance in Securing Reliable Passage for the Users of the St. Mary's River Ferry System.**

NOW, THEREFORE, BE IT RESOLVED, that the Tribe hereby requests assistance from its Federal representatives and State Representatives to assist the Tribe in securing written assurances that the United States Coast Guard will meet its obligation to its Tribal members residing on Sugar and Neebish Islands as well as the island's other residents to have access to essential goods and services, to live peaceably and safely in their island community by confirming the inadequacy of the Federal ice breaking in the Lower St. Mary's River and obtaining relief from the US Government to ensure ice breaking levels of service for the naturally ice-free ferry crossings to Sugar and Neebish Islands are instituted and implemented to meet this critical need arising from Federal funding of Winter Navigation.

**Motion carried unanimously.**

**Moved by Director Chase, supported by Director Morrow, to approve Res. 2019-253, Sault Tribe Health Billing Temporary Outsourcing and Audit of Billing Department Project #19-046 Contract Award and Budget Authorization.**

NOW, THEREFORE, BE IT RESOLVED, that the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors hereby authorizes the selection and contracting with ClaimCare, Inc. to provide temporary outsource medical billing services and to concurrently perform an audit of the Tribal Health Division's Billing Department, as outline in the Request for Proposal (RFP) for the Sault Tribe Health Billing Temporary Outsourcing and Audit of Billing Department Project #19-046, dated 7-15-19, and authorizes the Chairperson to sign and execute all documentation to facilitate this agreement.

**Roll Call Vote: Motion carried with Directors McKerchie, Causley, Morrow, Matson, Chase, Massaway, McLeod, Sorenson, Hollowell approving; Directors Hoffman, Gravelle opposing.**

**Moved by Director Hoffman, supported by Director Morrow, to approve Res. 2019-254, Fisherman's Fund FY 2019 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modification to the Fisherman's Fund Cost Center (changed from COTFMA Cost Center) to fund public relations with Tribal Support monies of \$100,000.

**Roll Call Vote: Motion carried unanimously.**

**Moved by Director McLeod, supported by Director Morrow, to accept the recommendation of the Special Needs Enrollment Committee and relinquish NaMe' Greymountain from the Tribe.**

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Gravelle, to accept the resignation of Sherri O'Crotty from the Unit One Elders Subcommittee, declaring the seat vacant.**

**Motion carried unanimously.**

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**Moved by Director Hollowell, supported by Director Causley, to reappoint Arnold Frazier as the representative from the Naubinway Elders to the Elder Advisory Committee, until his term expires October 2022.**

**Motion carried unanimously.**

**Moved by Director Hollowell, supported by Director Causley, to appoint Betty Smith, to the Naubinway Elders Subcommittee, regular member, four year term, expiring September 2023.**

**Motion carried unanimously.**

**Moved by Director Hollowell, supported by Director Causley, to appoint William Baker, to the Naubinway Elders Subcommittee, alternate member, four year term, expiring September 2023.**

**Motion carried unanimously.**

**Moved by Director Gravelle, supported by Director Morrow, to reappoint Judy LaJoie, to the Health Board, for a four year term, expiring September 2023.**

**Motion carried unanimously.**

**Moved by Director Gravelle, supported by Director McLeod, to appoint Bill McDermott, to the Special Needs Enrollment Committee, for a two year term, expiring September 2021.**

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Sorenson, to have a Special Election to fill the vacancy in Unit One due the death of Director McKelvie.**

**Roll Call Vote: Motion carried with Directors Hollowell, Gravelle, Matson, Sorenson, Hoffman, Causley, Morrow approving; Directors Massaway, Chase, McLeod, Morrow, McKerchie opposing.**

**Moved by Director Morrow, supported by Director Chase, to cancel the October 1, 2019 meeting/workshop and to only have one meeting in the month of October.**

**Roll Call Vote: Motion carried with Directors Hoffman, Matson, McKerchie, Causley, Gravelle, Massaway, Morrow, Hollowell, Chase approving; Directors Sorenson, McLeod opposing.**

**Board Concerns:**

Director Morrow: Job Postings; Outside Dentists – locums; Media – State overfishing.

Director Gravelle: Parking Lot at Midjim and Casino.

Director McLeod: Affordable Daycare.

**Meeting adjourned: 6:20 p.m.**

Date: 11-5-19

Secretary: Bridget Sorenson

Others present: Christine McPherson, Robert Schulte, Leo Chugunov, Jennifer Clerc, Aaron Schlehuber, Brad Silet, Courtney Kachur, Juanita Bye, Sheila Berger, Anne Suggitt, Joel Schultz, Joanne Carr.