

**BOARD OF DIRECTORS REGULAR MEETING
KEWADIN CASINO AND CONVENTION CENTER
SAULT STE. MARIE, MICHIGAN
MINUTES
January 7, 2020**

The meeting was opened at 5:03 p.m. by Chairperson Payment.

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

Absent: Charles Matson.

Moved by Director Hollowell, supported by Director Sorenson, to excuse Director Matson from the meeting.

Motion carried unanimously.

Moved by Director Massaway, supported by Director McLeod, to approve the agenda as read.

Motion carried unanimously.

Without Objections, will allow Membership Issues for 10 minutes. No objections.

Moved by Director Causley, supported by Director Hoffman, to approve the Minutes of 11-5-2019, as written.

Motion carried unanimously.

Moved by Director Morrow, supported by Director Sorenson, to approve Res. 2020-01, Establishment of 2020 Budgets 3rd Party Special Diabetes and Third Party Revenue FY 2020 Budget Modification.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of FY 2020 budgets for 3rd Party Special Diabetes with 3rd Party Revenue monies of \$166,270.60.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2020 Budget Modification to 3rd Party Revenue for an increase of transfer funds of \$166,270.60.

Roll Call Vote: Motion carried unanimously.

Moved by Director Chase, supported by Director Morrow, to approve Res. 2020-02, Sawyer Village – Harvey, FY2020 Capital Expenditures Budget Modification.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the increase to the FY 2020 Capital Purchases budget modification to Sawyer Village – Harvey for an increase of \$482,500, with funding from the fund balance of Sawyer Village.

Roll Call Vote: Motion carried unanimously.

Moved by Director Hollowell, supported by Director Massaway, to approve the resolution titled DeMawating Development 2020 Budget Modification.

Roll Call Vote: Motion denied with Directors Hollowell, McLeod, Freiheit, Causley, McKerchie, Massaway approving; Directors Hoffman, Morrow, Gravelle, Chase, Sorenson opposing. This budget modification needed a vote of seven to be approved.

Moved by Director Gravelle, supported by Director Morrow, to approve Res. 2020-03, ACFS – Family Violence FY 2020 Budget Modification.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2020 budget modification to Family Violence for an increase in Federal HHS monies of \$46,296.00. No effect on Tribal Support.

Motion carried unanimously.

Moved by Director McLeod, supported by Director Gravelle, to approve Res. 2020-04, Family Violence Prevention and Services Program.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes application to the Family and Youth Services Bureau for funding of a Family Violence Prevention and Services Program for FY 2020-21.

BE IT FURTHER RESOLVED, that Aaron A. Payment, Tribal Chairperson, is hereby authorized to submit said proposal to the Family and Youth Services Bureau, to negotiate, execute, and amend any documents resulting therefrom on the Tribe's behalf.

Roll Call Vote: Motion carried unanimously.

Moved by Director Gravelle, supported by Director Massaway, to approve Res. 2020-05, Natural Resources – Canada Lynx 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 Canada Lynx with Federal BIA Revenue monies of \$41,050.77. No effect on Tribal Support.

Moved by Director Massaway, supported by Director Morrow, to approve Res. 2020-06, Facilities Escanaba Property 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 Facilities Escanaba Property with Tribal Buildings Funds monies of \$15,000.00.

Roll Call Vote: Motion carried unanimously.

Moved by Director Massaway, supported by Director Morrow, to approve Res. 2020-07, Facilities Vacant Lots 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 Facilities Vacant Lots with Tribal Buildings Funds monies of \$30,500.00.

Roll Call Vote: Motion carried unanimously.

Moved by Director Massaway, supported by Director Morrow, to approve Res. 2020-08, Facilities Wequayoc Cemetery 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 Facilities Wequayoc Cemetery with Tribal Buildings Funds monies of \$5,000.00.

Roll Call Vote: Motion carried unanimously.

Moved by Director Sorenson, supported by Director McLeod, to approve Res. 2020-09, BIE Part B and C Funding FY 2020.

NOW, THEREFORE, BE IT RESOLVED the Board of Directors hereby supports and accepts the BIE Part C Funding in the amount of \$10,250.00 and the Part B Funding in the amount of \$141,260.00

Roll Call Vote: Motion carried unanimously.

Moved by Director Hoffman, supported by Director Chase, to approve Res. 2020-10, Authorizing a Limited Waiver of Sovereign Immunity as Required to Obtain a Liquor License from the Michigan Liquor Control Commission White Pine Lodge.

BE IT RESOLVED, by the Board of Directors for the Sault Ste. Marie Tribe of Chippewa Indians:
Section 1 FINDINGS AND DETERMINATIONS: The Board of Directors finds and determines that:
The tribe has purchased White Pine Lodge hotel and convenience store located in Christmas, MI, as a wholly owned governmental instrumentality of the tribe.

The purchase includes the transfer of a state liquor license from the seller to the tribe in the name of White Pine Lodge Enterprises.

In order to obtain a liquor license from the Michigan Liquor Control Commission the tribe must provide a limited waiver of sovereign immunity to the Michigan Liquor Control Commission with a limited waiver of its tribal sovereign immunity in connection with its operation of White Pine Lodge Enterprises in order to address uncertainties related to the state's ability to monitor and ensure the tribe's compliance with, and prosecute violations of, the Michigan Liquor Control Code of 1998 and the administrative rules promulgated thereunder.

In order to facilitate the transfer of the liquor license the tribe pledges herein to not claim tribal immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the state and tribe that might arise from, or relate to, in any respect, the state liquor license at White Pine Lodge Enterprises as limited below. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

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

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

2.1 The tribe submits itself to the jurisdiction of the Michigan Liquor Control Commission solely with respect to the operation of White Pine Lodge Enterprises in all matters which fall within its regulatory authority, and expressly waives its sovereign immunity for such purposes. In connection with the above-described business activities involving the purchase, sale, transportation and/or dispensing of liquor, beer and/or wine, the tribe agrees to be bound by and adhere to the Michigan Liquor Control Code of 1998, as amended, and the rules promulgated thereunder in the same manner as any other licensee, but excluding any provisions of the Michigan Liquor Control Code of 1998 and the rules promulgated thereunder, including any other Michigan law referenced or incorporated therein, that would expand, supplement, or otherwise affect the scope and terms of the Authority's waiver of its sovereign immunity as set forth herein.

2.2 This limited waiver of sovereign immunity exclusively waives the tribe's sovereign immunity (including the sovereign immunity of any of its employees, clerks, and agents) in connection with the operations of White Pine Lodge Enterprises. Otherwise, the waiver will not extend to any action against any other person or entity including the Tribe, nor shall it in any way be deemed a waiver of any other of the rights, privileges and immunities of any other person or entity including the Tribe. This waiver is not granted for any other state of Michigan liquor licenses the tribe may possess or for any issue arising under the tribe's gaming compact in its current form or as it may be amended or replaced.

2.3 This limited waiver of sovereign immunity is granted solely to the Michigan Liquor Control Commission and any State or local law enforcement agency acting pursuant to the Liquor Control Code. This limited waiver shall not extend to or be exercised by any other entity or person, public or private.

2.4 This limited waiver of sovereign immunity is limited to the application of the Michigan Liquor Control Code of 1998, as amended, and the rules promulgated thereunder and, specifically, to the Michigan Liquor Control Commission's exercise of state civil regulatory authority. This limited waiver of sovereign immunity excludes any criminal prosecutions that may be brought under state law.

2.5 This limited waiver of sovereign immunity is limited to the following investigative and enforcement actions by the Michigan Liquor Control Commission or any State or local law enforcement agency acting pursuant to the Liquor Control Code concerning the SDM and SDD licenses and any permits the Michigan Liquor Control Commission grants to the tribe:

(1) investigative actions, including the inspection of the premises designated in the SDM license, the inspection of records, wherever located, and interviewing employees of the tribe with responsibilities related to the operation of White Pine Lodge Enterprises; and

(2) administrative enforcement actions, including without limitation actions to levy fines, seize contraband alcoholic liquor, and to suspend or revoke licenses issued for White Pine Lodge Enterprises, and

(3) judicial actions, which shall be limited to prospective injunctive relief and any enforcement and collection of civil fines levied by the Michigan Liquor Control Commission.

2.6 Actions initiated by the Michigan Liquor Control Commission in accordance with this limited waiver of sovereign immunity may only be brought in the Courts of the State of Michigan, the Federal Courts of Michigan, the Sault Chippewa Tribal Court, or in an administrative proceeding before the Michigan Liquor Control Commission.

2.7 The Michigan Liquor Control Commission's recourse for the recovery of fines or, to the extent expressly authorized by this limited waiver of sovereign immunity, other enforcement actions that may involve funds or property, is limited to Tribal assets.

2.8 This limited waiver of sovereign immunity takes effect upon the date that the SDM license, if any, is granted to the tribe by the Michigan Liquor Control Commission become effective under Michigan law. This limited waiver of sovereign immunity remains in effect as long as the tribe, or any assignee of the tribe's rights, holds any license under the Michigan Liquor Control Code at White Pine Lodge Enterprises.

2.9 If the limited waiver of sovereign immunity is rescinded or made otherwise ineffective, any license issued under the Liquor Control Code by the State of Michigan will immediately terminate.

Section 3 WAIVER OF TRIBAL COURT JURISDICTION

The Board of Directors waives the exclusive jurisdiction of the Tribal Court over any action arising under section 2.

Motion carried unanimously.

Moved by Director Hoffman, supported by Director McLeod, to approve Res. 2020-11, Trust Land Status Methodist Mission Reserve Sault Ste. Marie Chippewa County, MI.

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 DESCRIPTION

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 Sorenson, supported by Director Hoffman, to approve Res. 2020-12, Approving Contract Ogitchiida Qwe and Associates.

Resolved, that the Board of Directors hereby ratifies the Tribe's current agreement with the firm and approves the new contract between the Sault Ste. Marie Tribe of Chippewa Indians and Ogitchiida Qwe and Associates, ending December 31, 2020.

Motion carried with Director Hollowell opposing.

Moved by Director Sorenson, supported by Director Hoffman, to approve Res. 2020-13, Approving Special Counsel Contract Bruce R. Greene & Associates, LLC.

RESOLVED, that the Board of Directors hereby approves and authorizes the Chairperson to sign the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Bruce R. Greene & Associates, LLC., ending December 31, 2020, for the purpose of providing legal services to the Tribe.

Motion carried with Director Hollowell opposing.

Moved by Director Sorenson, supported by Director Hoffman, to approve Res. 2020-14, Approving Special Counsel Contract Alexis Lambros.

RESOLVED, that the Board of Directors hereby approves and authorizes the Chairperson to sign the special counsel contract for legal services between the Sault Ste. Marie Tribe of Chippewa Indians and attorney Alexis Lambros, ending December 31, 2020.

Motion carried with Director Hollowell opposing.

Moved by Director Sorenson, supported by Director Hoffman, to approve Res. 2020-15, Approving Special Counsel Contract Morisset, Schlosser, Jozwiak, & Somerville.

RESOLVED, that the Board of Directors approves and authorizes the Chairperson to sign the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Morisset, Schlosser, Jozwiak & Somerville, ending December 31, 2020, for the purpose of providing legal services to the Tribe related to treaty fishing rights as set forth therein.

Motion carried with Director Hollowell opposing.

Moved by Director Sorenson, supported by Director Hoffman, to approve Res. 2020-16, Approving Contract Frost Brown Todd. LLC.

RESOLVED, that the Board of Directors hereby approves and authorizes the Chairperson to sign the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Frost Brown and Todd, LLC, ending December 31, 2020, for the purpose of providing legal services to the Tribe.

Motion carried with Director Hollowell opposing.

Moved by Director Sorenson, supported by Director Hoffman, to approve Res. 2020-17, Approving Contract Butzel Long, P.C.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Butzel Long, P.C., ending December 31, 2020, for the purpose of providing legal services in relation to general civil litigation and related matters.

Motion carried with Director Hollowell opposing.

Moved by Director Sorenson, supported by Director Hoffman, to approve Res. 2020-18, Approving Contract Plunkett Cooney, P.C.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Plunkett Cooney, P.C., ending December 31, 2020, for the purpose of providing legal services in relation to general civil litigation and related matters.

Motion carried with Director Hollowell opposing.

Moved by Director Sorenson, supported by Director Hoffman, to approve Res. 2020-19, Approving Contract Miller Nash Graham & Dunn LLP.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Miller, Nash, Graham, & Dunn L.L.P., ending December 31, 2020, for the purpose of providing legal services.

Motion carried with Director Hollowell opposing.

Moved by Director Sorenson, supported by Director Hollowell, to approve Res. 2020-20, Amending Letter of Credit to Increase Limited Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction Credit Agreement with PNC Bank, National Association Authorization to Enter into Agreements Sault Tribe Self-Funded Unemployment Program.

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 currently has a "Letter of Credit" in the amount of \$2,102,049.00 with PNC Bank, N.A. ("Bank") to satisfy the security requirement of the Michigan Employment Security Act for the Sault Tribe Self-funded Unemployment Program. The expiration date on this Line of Credit is currently December 31, 2020.

1.3 The Tribe wishes to amend this Letter of Credit:

- (i) to increase the letter of credit by January 11, 2020 to \$2,195,094.66 and
- (ii) to authorize further extensions of this Letter of Credit Agreement, without additional action of this Board, for subsequent two year terms

1.4 Bank will not consent to such amendment without a limited waiver of sovereign immunity or waiver of Tribal Court jurisdiction.

1.5 In order to induce the Bank to enter into the Amended Letter of Credit, 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 the Bank that might arise from, or relate to, in any respect, the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

1.6 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 Bank only should an action be commenced under the Bank contract referenced above.

This waiver:

(i) shall terminate upon performance by the Tribe of all of its obligations under the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement or any subsequent extensions of the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement;

(ii) is granted solely to the Bank;

(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 Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control 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 (including the United States Bankruptcy Court) or any arbitrator or arbitration panel.

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 Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, or the Notification and Control Agreement.

Section 4 AUTHORIZATION

4.1 The Board of Directors of the Tribe hereby authorizes the Chairperson, the Treasurer, the Chief Financial Officer of the Tribe, and each of their designees, to each act to execute the necessary documents to effectuate this transaction and subsequent extensions of the expiration date, as needed, including, but not limited to the Letter of Credit, the Amendment to Reimbursement and Security Agreement, the Pledge Agreement, the Notification and Control Agreement.

Motion carried unanimously.

Moved by Director Sorenson, supported by Director Hoffman, to move the March 17, 2020 meeting to March 24, 2020 for those attending the MAST meeting in DC.

Motion carried with Director McLeod opposing.

Moved by Director Causley, supported by Director Gravelle, to declare two vacant seats on the Housing Commission one in Unit One, one in Unit Three.

Motion carried unanimously.

Moved by Director Hoffman, supported by Director Hollowell, to amend Chapter 30, Section 337: Prosecutor shall mean the prosecuting attorney for the Sault Ste. Marie Tribe of Chippewa Indians or any person designated by the Chairperson or his designee, pursuant to Chapter 87.110(1).

Motion carried unanimously.

Moved by Director Hoffman, supported by Director Gravelle, to accept the submitted plan on the Key Employee issue.

Motion carried with Directors Morrow, Chase opposing.

Board Issues:

Director Morrow: Elder Ramps; Foot Clinics; Quarterly Mailers to Elders; Bar/Beverage Manager.
Director Gravelle: Housing-Moving trailers to Riverside Trailer Park.
Director Hoffman: Dental Expansion; Dr. Cancellations – how many? Rescheduled? Driving written script from St. Ignace to Sault, why not electronic? Dr. Recruitment; Picture of former employee.
Director Freiheit: Elders-Plowed on weekends; Gaming Commission; Elder moved in Housing.
Director Sorenson: Salaried positions-plus overtime?; Election Atty; USDA-commodities delivery to homebound; Drugs on the Reservation.
Director Causley: Election Atty; Online Gaming; Restaurant; Calendar of Cultural Events; Wait list for Mental Health; Triage..

Meeting adjourned: 6:28 p.m.

Date: 5-5-2020

Secretary: Bridgett Sorenson

Others present: Christine McPherson, Robert Schulte, Leo Chuginov, Courtney Kachur, Kristyn Libby, Jen Clerc, Allen Kerridge, Sheila Berger, Joanne Carr.