

**BOARD OF DIRECTORS SPECIAL MEETING  
KEWADIN CASINO AND CONVENTION CENTER  
SAULT STE. MARIE, MICHIGAN  
MINUTES  
December 8, 2020**

The meeting was opened at 12:02 p.m. by Chairperson Payment.

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

Absent: Catherine Hollowell, Denise Chase, Darcy Morrow.

**Moved by Director Massaway, supported by Director Gravelle, to excuse all Directors.**

**Motion carried unanimously.**

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

**Motion carried unanimously.**

**Without Objection, the meeting recessed. No objections. Recessed. 12:10 p.m. Reopened meeting.**

**Moved by Director Massaway, supported by Director Freiheit, that the Board of Directors authorizes the Tribal Chairperson to sign all the occupancy permit documents related to the Lume Sites.**

**Motion carried unanimously.**

**Moved by Director Sorenson, supported by Director Gravelle, to approve Res. 2020-305, Permitting State Inspection and Law Enforcement State Licensed Facilities – Escanaba.**

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians expressly waives any right the Tribe may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under MRTMA, applicable tax statutes, and associated administrative rules, without a warrant and without notice to Green Sunrise Products LLC or the Tribe, for the purpose of administering and enforcing the State of Michigan's marijuana laws, applicable tax laws, and associated administrative rules.

2. The right of the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or the Treasury, state and local law enforcement, and state building and fire officials to enter the premises includes the right to go inside, outside, over, or below any structure or feature on the premises in any matter related to Green Sunrise Products LLC's application or licensure; conduct investigations and inspections; inspect, examine, and audit relevant records of Green Sunrise Products LLC; and impound, seize, assume physical control of, or summarily remove records from the premises if Green Sunrise Products LLC fails to cooperate with an investigation.

3. This limited waiver of the right to exclude is solely for the purpose of ensuring the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, and state building and fire officials have the ability to exercise all authorities, powers, duties, functions, and responsibilities under State of Michigan law and associated administrative rules for the specific purposes identified in this resolution.

4. The Tribe expressly waives its sovereign immunity for the purpose of subjecting the Tribe to the jurisdiction of State of Michigan courts, administrative agencies, and law enforcement agencies for the sole purpose of enforcing this waiver of the Tribe's right to exclude. This waiver is limited to injunctive and declaratory relief and therefore No pledge of specific assets by the Tribe is necessary to satisfy any judgment or decision obtained in a State of Michigan court action or administrative proceeding contemplated by this paragraph.

5. This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall take effect immediately.

6. This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect so long as the above-referenced state license, if issued to Green Sunrise Products LLC, is in effect; for the duration of any dispute arising out of or related to the license or operations under the license; and to allow the MRA to take action after expiration of the license as permitted under State of Michigan law and associated administrative rules.

7. If Green Sunrise Products LLC's application for a state license is denied, this waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect for the duration of any administrative or judicial proceedings related to the license denial, including any appeals.

8. The Tribe, pursuant to Chapter 44 of the Code, expressly waives the jurisdiction of the Tribal Court with respect to any claim or cause of action arising out of or within the scope of this resolution, including but not limited to any claim or cause of action initiated by the Tribe.

9. The Tribe acknowledges that if this limited waiver of sovereign immunity is rescinded or otherwise made ineffective, or if the Tribe asserts any right it may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises in any matter related to Green Sunrise Products LLC's application or licensure, the MRA may in its discretion deny, suspend, revoke, restrict, refuse to renew, impose a fine against, and/or take other disciplinary action against any state license sought by or issued to Green Sunrise Products LLC.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Gravelle, to approve Res. 2020-306, Permitting State Inspection and Law Enforcement State Licensed Facilities – SSM.**

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians expressly waives any right the Tribe may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises as permitted under RTMA, applicable tax statutes, and associated administrative rules, without a warrant and without notice to Green Sunrise Products LLC or the Tribe, for the purpose of administering and enforcing the State of Michigan's marijuana laws, applicable tax laws, and associated administrative rules.

2. The right of the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or the Treasury, state and local law enforcement, and state building and fire officials to enter the premises includes the right to go inside, outside, over, or below any structure or feature on the premises in any matter related to Green Sunrise Products LLC's application or licensure; conduct investigations and inspections; inspect, examine, and audit relevant records of Green Sunrise Products LLC; and impound, seize, assume physical control of, or summarily remove records from the premises if Green Sunrise Products LLC fails to cooperate with an investigation.

3. This limited waiver of the right to exclude is solely for the purpose of ensuring the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, and state building and fire officials have the ability to exercise all authorities, powers, duties, functions, and responsibilities under State of Michigan law and associated administrative rules for the specific purposes identified in this resolution.

4. The Tribe expressly waives its sovereign immunity for the purpose of subjecting the Tribe to the jurisdiction of State of Michigan courts, administrative agencies, and law enforcement agencies for the sole purpose of enforcing this waiver of the Tribe's right to exclude. This waiver is limited to injunctive and declaratory relief and therefore No pledge of specific assets by the Tribe is necessary to satisfy any judgment or decision obtained in a State of Michigan court action or administrative proceeding contemplated by this paragraph.

5. This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall take effect immediately.

6. This waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect so long as the above-referenced state license, if issued to Green Sunrise Products LLC, is in effect; for the duration of any dispute arising out of or related to the license or operations under the license; and to allow the MRA to take action after expiration of the license as permitted under State of Michigan law and associated administrative rules.

7. If Green Sunrise Products LLC's application for a state license is denied, this waiver of the Tribe's right to exclude and limited waiver of sovereign immunity shall continue in effect for the duration of any administrative or judicial proceedings related to the license denial, including any appeals.

8. The Tribe, pursuant to Chapter 44 of the Code, expressly waives the jurisdiction of the Tribal Court with respect to any claim or cause of action arising out of or within the scope of this resolution, including but not limited to any claim or cause of action initiated by the Tribe.

The Tribe acknowledges that if this limited waiver of sovereign immunity is rescinded or otherwise made ineffective, or if the Tribe asserts any right it may have to exclude the MRA and its agents, Treasury and the State Treasurer and their agents, any successors of the MRA or Treasury, state and local law enforcement, or state building and fire officials from entering the premises in any matter related to Green Sunrise Products LLC's application or licensure, the MRA may in its discretion deny, suspend, revoke, restrict, refuse to renew, impose a fine against, and/or take other disciplinary action against any state license sought by or issued to Green Sunrise Products LLC.

**Motion carried unanimously.**

**Moved by Director Gravelle, supported by Director Massaway, to approve Res. 2020-307, Amending Purposes of Contract Morisset, Schlosser, Jozwiak, & Somerville.**

NOW, THEREFORE, BE IT RESOLVED, that the Chairperson, or their designee, is hereby authorized to execute 2020 Amendment No. 2 with Morisset, Schlosser, Jozwiak & Somerville to continue representation through the remainder of the year.

**Roll Call Vote: Motion carried with Directors Massaway, Freiheit, Gravelle, Lowes, Matson, Hoffman, Causley, McKerchie approving; Director Sorenson opposing.**

**Moved by Director Gravelle, supported by Director Freiheit, to approving filing as an Amici in the Cooley Case, which is going to the Supreme Court.**

**otion carried unanimously.**

**Without objections, the meeting is adjourned. No objections.**

**Meeting adjourned: 12:43 p.m.**

**Board Concerns:**

Director Gravelle: Cares Act – Rents; Food Bank; Tribal Member.

Director Morrow: Police Report; Elder's Transportation Car; Handicapped Permit; Elder Termination.

Director Hoffman: Recycling bin for reservation; Seymour Property – weather platform; tribal member issue.

Director Sorenson: Employee – worker's comp; COVID Strategy – is it being followed.

Director Chase: Will call Aaron and/or Christine.

Date: \_\_\_\_\_

Secretary: Bridgett Sorenson

Members present: Christine McPherson, Robert Schulte, Jeremy Patterson, Joel Schultz, Allen Kerridge, Jared Lucas, Linda Grossett, Joanne Carr.