

**BOARD OF DIRECTORS SPECIAL MEETING  
KEWADIN CASINO AND CONVENTION CENTER  
SAULT STE. MARIE, MICHIGAN  
MINUTES  
JUNE 6, 2022**

The meeting was opened at 3:07 p.m. by Vice-Chairman Hoffman.

Present: Kim Gravelle, Austin Lowes, Betty Freiheit, Catherine Hollowell, Bridgett Sorenson, Keith Massaway, Darcy Morrow, Denise Chase, Charles Matson, and DJ Hoffman.

Absent: Michael McKerchie, Lana Causley.

**Moved by Director Sorenson, supported by Director Lowes, to excuse the Directors from the meeting and to recess so a Board Member can join the meeting.**

**Motion carried unanimously.**

**Reopened: 3:23 p.m.**

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

**Motion carried unanimously.**

**Moved by Director Hollowell, supported by Director Sorenson, to approve Res. 2022-158, ARPA Fund Appropriation – Facilities.**

NOW, THEREFORE, BE IT RESOLVED, the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors authorizes One Million Dollars (\$1,000,000.00) of remaining ARPA funds from resolution 2021-165, for Facility Upgrades for the following Tribal Facilities: Tribal Court, Elderly Building, and Shedawin Building.

BE IT FURTHER RESOLVED, that the Board of Directors authorizes the construction and facilitation of the Facility upgrades, to include all necessary and appropriate actions, including budgeting, allocations for external construction management, and design services, as authorized by the Chief Financial Officer, for completion of the project.

BE IT FINALLY RESOLVED, that the Board of Directors hereby authorizes and approves the Tribal Vice Chairperson, or his designee, to execute any and all documents as may be necessary and appropriate to carry out the terms, conditions and intent of this Resolution.

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

**Moved by Director Hollowell, supported by Director Sorenson, to approve Res. 2022-159, Tribal Award Contract to Arrow Construction for Health Center Parking Lot.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Tribal Vice Chairperson or his designee, to negotiate, execute and amend any documents resulting therefrom on the Tribe's behalf, on a contract between the Sault Ste. Marie Tribe of Chippewa Indians and Arrow Construction, for General Contracting Services for the Health Center Parking Lot Project, and authorizes expenditures from allowable Health Centers funds, as determined by the Tribe's Chief Financial Officer, in collaboration with the Tribe's Health Director and General Counsel.

BE IT FINALLY RESOLVED, that the Board of Directors authorizes the construction and facilitation of the Parking Lot upgrades to include all necessary and appropriate actions, including budgeting allocations, modifications for external construction management, and design services, as authorized by the Chief Financial Officer, for completion of the project.

**Motion carried by unanimous consent.**

**Moved by Director Freiheit, supported by Director Lowes, to approve Res. 2022-160, Conservation Management and Public Safety Enforcement FY 2022 Budget Modifications and School Fiduciary Committee FY 2023 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2022 budget modification to Conservation Management to change the personnel sheet and increase Federal BIA monies \$26,728.98. No effect on Tribal Support.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of the Chippewa Indians hereby approves the FY 2022 budget modification to Public Safety Enforcement to change the personnel sheet, decrease Federal BIA monies \$23,610.21, and increasing Other Revenue monies \$49,998.00. No effect on Tribal Support.

BE IT FINALLY RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2023 budget modification to School Fiduciary Committee to increase expenses with Federal BIA monies \$100,000.00. No effect on Tribal Support.

**Motion carried by unanimous consent.**

**Moved by Director Sorenson, supported by Director Lowes, to approve Res. 2022-161, MDOT Permit Michigan Department of Transportation.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Vice-Chairman or his designee, to sign and execute the attached MDOT Permit.

**Motion carried by unanimous consent.**

**Moved by Director Chase, supported by Director Sorenson, to approve the following Elder appointments, all four year terms, expiring June 2026:**

Unit One: Appoint:

Lou Anne Bush, 4 year term, expiring May 2026, Regular Member; Diane Compo, 4 year term, expiring May 2026, Regular Member.

Unit Two, Naubinway, Appoint:

Lenora Kerridge, 4 year term, expiring May 2026, Regular Member; Charles Wilson, 4 year term, expiring May 2026, Regular Member; Barbara Woody, 4 year term, expiring May 2026, Alternate Member.

Unit Two, Newberry, Appoint:

Sandra Osterhout, 4 year term, expiring May 2026, Alternate Member; Elden Wayne Whalen Jr., 4 year term, expiring May 2026, Alternate Member.

Unit Four, Manistique, Appoint:

Tim Derwin, 4 year term, expiring May 2026, Regular Member; Tom Tufnell, 4 year term, expiring May 2026, Regular Member.

Unit Four, Escanaba, Appoint:

Tess Brazeau, 4 year term, expiring May 2026, Regular Member; Ernest Demmon, 4 year term, expiring May 2026, Regular Member; Nina Suter, 4 year term, expiring May 2026, Regular Member.

Unit Five, Munising, Appoint:

Rebecca Kolbus, 4 year term, expiring May 2026, Regular Member; Inez (Sue) Steinhoff, 4 year term, expiring May 2026, Regular Member.

Unit Five, Marquette, Appoint:

Cynthia Crowley, 4 year term, expiring May 2026, Regular Member; Boyd Snyder, 4 year term, expiring May 2026, Regular Member; Kevin Tillison, 4 year term, expiring May 2026, Regular Member; Michael Wachter, 4 year term, expiring May 2026, Regular Member.

Elder Advisory, All Units:; Bernard (Bud) Biron, Unit One, 4 year term, expiring May 2026, Regular Member; Lou Anne Bush, Unit One, 4 year term, expiring May 2026, Regular Member; Diane Compo, Unit One, 4 year term, expiring May 2026, Alternate Member; Marilyn McArthur, Unit Two Naubinway, 4 year term, expiring May 2026, Alternate Member; Carol Strauser, Unit Four Manistique, 4 year term, expiring May 2026, Alternate Member; Tom Tufnell, Unit Four Manistique, 4 year term, expiring May 2026, Regular Member.

**Motion carried unanimously.**

**Moved by Director Chase, supported by Director Lowes, to reappoint Tom Tufnell, to the Health Board, for a four year term, expiring June 2026.**

**Motion carried unanimously.**

**Moved by Director Sorenson, supported by Director Massaway, to approve Res. 2022-162, Authorizing a Limited Waiver of Sovereign Immunity and Consent to Jurisdiction as Required to Obtain a Liquor License from the Michigan Liquor Control Commission.**

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

Section 1 RECITALS

The Sault Ste. Marie Tribe of Chippewa Indians (the "Tribe") purchased the Tanglewood Marsh Golf Course located in Sault Sainte Marie, Michigan, as a wholly owned governmental instrumentality of the Tribe. The purchase included the transfer of a liquor license issued by the Michigan Liquor Control Commission ("Commission") to Tanglewood Marsh Golf Course.

The Commission requires the governing body of a federally recognized Indian tribe to adopt a resolution or otherwise take the steps required under tribal law to authorize a limited waiver of tribal sovereign immunity and consent to the Commission's jurisdiction to address the uncertainties related to the Commission's ability to monitor and ensure the Tribe's compliance with, and prosecute violations of, the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder.

In order for the Commission to approve the transfer the liquor license for the Tanglewood March Golf Course to the Tribe, the Tribe pledges herein not to claim or assert tribal sovereign immunity, exclusive Tribal Court jurisdiction, or the non-applicability of the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder, with respect to any disputes, claims, issues, or causes of action between the Commission and Tribe that might arise from, or relate to, in any respect, the operation, management, and business activities at the Tanglewood Marsh Golf Course involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine and the liquor license for that location, , as limited below. All of the foregoing are referred to herein as "Waiver and Consent Obligations."

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 Limited waiver of sovereign immunity and consent to jurisdiction. The Tribe waives its sovereign immunity and consents to the Commission's jurisdiction solely for the limited purpose of allowing the Commission to enforce the terms and requirements of the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder against the Tribe for its operation, management, and business activities at the Tanglewood Marsh Golf Course involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, and its liquor license. This limited waiver applies to any tribal sovereign immunity that may be asserted or claimed on behalf of the Tribe's officers, employees, clerks, representatives, and agents for the operation, management, and business activities at the Tanglewood Marsh Golf Course involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, and its liquor license.

2.2 Actions by those working with or on behalf of the Commission. The Tribe recognizes and agrees that this limited waiver of tribal sovereign immunity and consent to the Commission's jurisdiction is intended to allow any individuals working for or on behalf of the Commission, including the Commission's members, employees, and attorneys, as well as any state or local law enforcement agency or its staff, to enforce the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder in connection with the operation, management, and business activities at the Tanglewood Marsh Golf Course involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, and its liquor license.

2.3 Limits on the waiver of tribal sovereign immunity. This limited waiver of tribal sovereign immunity and consent to the Commission's jurisdiction does not extend to any claim or action against any other instrumentality of the Tribe, person or entity, other state liquor licenses that the Tribe may possess, or to any issue arising under the Tribe's gaming compact with the State of Michigan in its current form as it may be amended or superseded in the future. Nor shall this limited waiver of tribal sovereign immunity and consent to the Commission's jurisdiction be deemed a waiver of any other of the rights, privileges, or immunities of any other person or entity.

2.4 No expanded scope without the Board of Directors' express, written consent. This limited waiver of sovereign immunity and consent to the Commission's jurisdiction may not be expanded beyond the scope stated in this resolution without the Board of Directors' express, written consent on behalf of the Tribe.

2.5 Governing law. The Tribe agrees to be bound by, and to comply with the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder, in the same manner as any other licensee of the Commission without tribal sovereign immunity.

2.6 Enforcement. The Tribe agrees that the Commission may seek and/or impose any legal, equitable, or other relief or penalties, including fines and the seizure and forfeiture of contraband, authorized by the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder, without limitation.

2.7 No specific pledge of assets. To the extent that the Commission seeks to recover any unpaid fees or fines, no specific pledge of assets is required if the fees or fines can be satisfied or otherwise recovered from the Tanglewood Marsh Golf Course assets, including its real property. Nor is any specific pledge of assets required for the Commission to seek to seize and forfeit any contraband associated with the Tanglewood Marsh Golf Course in accordance with the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder.

2.8 Effective date. This limited waiver of tribal sovereign immunity takes effect upon the date that the liquor license, if any, is transferred to the Tribe by the Commission and the license is effective under Michigan law. This limited waiver of tribal sovereign immunity remains in effect as long as the Tribe, or any assignee of the Tribe's rights, holds any liquor license under the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder, at the Tanglewood Marsh Golf Course.

2.9 Survival. This limited waiver of tribal sovereign immunity shall survive until the *later* of either one of the following two circumstances:

a. The conclusion of any legal proceedings by or against the Tribe for its operation, management, and business activities at the Tanglewood Marsh Golf Course involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, or its liquor license.

b. The Tribe permanently ceases to own, operate, manage, or engage in business activities at the Tanglewood Marsh Golf Course involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, or liquor license, whether directly or through a different entity or tribal instrumentality.

2.10 Revoking, rescinding, altering, or rendering this resolution ineffective. The Tribe understands and agrees that, if this resolution is revoked, rescinded, altered, or made otherwise ineffective while the Tribe owns, operates, manages, or engages in business activities at the Tanglewood Marsh Golf Course involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, or a liquor license, the Commission may initiate disciplinary proceedings, including proceedings to summarily suspend and/or revoke the liquor license for Tanglewood Marsh Golf Course.

### Section 3 WAIVER OF TRIBAL COURT JURISDICTION

3.1 Waiver of Tribal Court jurisdiction. The Board of Directors waives any exclusive jurisdiction that the Tribe's Tribal Court may otherwise have over any action arising under Section 2.

3.2 Consent to jurisdiction in state court and in the Commission. The Tribe agrees that actions initiated by Commission in accordance with this limited waiver of sovereign immunity and consent to the Commission's jurisdiction may be brought in the courts of the State of Michigan and/or in an administrative proceeding before the Commission.

**Motion carried unanimously.**

**Moved by Director Chase, supported by Director Hollowell, to approve Res. 2022-163, U.S. Department of the Treasury FY 2022 Emergency Rental Assistance Program – Online Submission (Additional Funding).**

NOW, THEREFORE, BE IT RESOLVED, that the Sault Tribe Board of Directors hereby authorizes the Sault Tribe Housing Authority Director or its duly authorized representative, to complete the on-line submission, as noted above, to apply for additional U.S. Treasury Emergency Rental Assistance funding.

BE IT FINALLY RESOLVED, that the Sault Tribe of Chippewa Indians Board of Directors hereby authorizes and directs the Vice-Chairman of the Tribe to accept the FY 2021 Emergency Rental Assistance Funding and execute such documents and agreements as may be necessary to further this purpose.

**Motion carried by unanimous consent.**

**Moved by Director Massaway, supported by Director Lowes, to approve Res. 2022-164, Accounting FY 2022 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2022 budget modification to the Accounting Cost Center 8510, for a change to the personnel sheet.

**Motion carried unanimously.**

Meeting adjourned: 3:37 p.m.

Date: 6-20-2022

Secretary:

Bridgett Severson

Others present: Christine McPherson, Jeremy Patterson, Jason Jen Clerc, Katelynn Griffin, Joanne Carr.