

**BOARD OF DIRECTORS REGULAR MEETING
KEWADIN CASINOS CONVENTION CENTER
SAULT STE. MARIE, MICHIGAN
MINUTES
JANUARY 16, 2024**

This meeting was opened at 5:00 p.m. by Chairman Austin Lowes.

Present: Tyler LaPlaunt (Z), Isaac McKechnie, Darcy Morrow (Z), Michael McKerchie (Z), Betty Freiheit, Shawn Borowicz, Kimberly Hampton, Bridgett Sorenson (Z), Robert McRorie, Kimberly Lee (Z) Austin Lowes.

Absent: Lana Causley-Smith.

Moved by Director McKechnie, supported by Director Sorenson to excuse Director Causley-Smith.

Motion carries unanimously.

Moved by Director McKechnie, supported by Director Hampton, to approve the agenda as read.

Motion carries unanimously.

Moved by Director McKechnie, supported by Director Hampton to add the following items under Resolutions:

- 1. Reimburse CARES Act Funds**
- 2. Amending Appellate Court Professional Services Agreement**

Motion carries unanimously.

Moved by Director McKechnie, supported by Director Hampton to approve the meeting minutes from December 5, 2023, December 19, 2023 Special Meeting, and January 2, 2024.

Motion carries unanimously.

Moved by Director McKechnie, supported by Director McRorie, to approve to approve Resolution 2024-15, ACFS Division – USDA FY 2024 Budget Modification.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification to USDA for an increase in Federal USDA monies of \$7,798.00. No effect on Tribal Support.

Motion carries unanimously.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-16, ACFS – Child Care Development Fund (2800) FY 2024 Budget Modification.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification to Child Care Development Fund (2800) for an increase in Federal HHS monies of \$4,103.91. This budget modification will reallocate expenses and make changes to the personnel sheet. No effect on Tribal Support.

Motion carries unanimously.

Moved by Director Freiheit, supported by Director McRorie, to approve Resolution 2024-17, ACFS – Adolescent Treatment, Adolescent in Home Treatment, General Assistance and Tribal Foster Care FY 2024 Budget Modifications & Establishment of FY 2024 Budgets.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification for Adolescent Treatment to decrease transfer out \$19,926.77 and to make changes to the personnel sheet. No effect on Tribal Support.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification for Adolescent In Home Treatment to increase State of Michigan Revenue monies \$19,926.77 and decrease transfer in \$19,926.77. No effect on Tribal Support.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2024 budget for General Assistance with Federal BIA monies of \$506,293.93. 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 establishment of a FY 2024 budget for Tribal Foster Care with State of Michigan monies of \$242,956.00 and Tribal Support monies of \$210,831.13.

Roll Call Vote: Motion carries with Directors' McKerchie, Lee, Freiheit, Hampton, LaPlaunt, McKechnie, Borowicz, McRorie approving; Director Sorenson opposing; Director Morrow abstaining.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-18, Tribal Forestry Summer Youth Camp Funding Acceptance and Establishment of FY 2024 Budget.

BE IT RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby accepts the funding from U. S. Department of the Interior, Bureau of Indian Affairs for \$20,750.00.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2024 budget for Tribal Forestry Summer Youth Camp with Federal BIA monies of \$20,750.00. No effect on Tribal Support.

Motion carries unanimously.

Moved by Director McRorie, supported by Director McKechnie, to approve Resolution 2024-19, Education – Youth Education and Activities Establishment of FY 2024 Budget.

Moved by Director Sorenson, supported by Director McRorie, to amend to have Coordinators go up to the max pending a wage review.

Roll Call Vote: Motion carries with Directors' Borowicz, McRorie, Sorenson, LaPlaunt, Lee, Hampton approving; Directors' Freiheit, McKechnie, McKerchie, Morrow opposing.

Moved by Director Morrow, supported by Director Sorenson, to Table.

Roll Call Vote: Motion to Table fails with Directors' McKechnie, Borowicz, Freiheit, Sorenson, Morrow supporting; Directors' Lee, McKerchie, Hampton, LaPlaunt, McRorie opposing; Tie Vote: Chairman Lowes opposing.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2024 budget for Youth Education and Activities with Tribal Support \$1,439,933.75.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves that the positions of Youth Education Coordinator and Youth

Service Coordinator be paid up to the Max pending a wage review by Human Resources with changes to the budget to be made administratively.

Roll Call Vote: Motion carries with Directors' Lee, Freiheit, Borowicz, McRorie, McKechnie, Hampton, McKerchie, LaPlaunt, Sorenson approving; Director Morrow opposing.

Moved by Director Borowicz, supported by Director McRorie, to approve Resolution 2024-20, Gitchi Auto, Home and RV FY 2024 Budget Modification.

Moved by Director Freiheit to amend to go from the minimum to the maximum pending wage review.

Motion dies due to lack of support.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2024 budget modification to Gitchi Auto, Home and RV to reallocate expenses and make changes to the personnel sheet. No effect on Tribal Support.

Motion carries unanimously.

Moved by Director McKechnie, supported by Director McRorie, to approve Resolution 2024-21, Native American Graves Protection and Repatriation Act (NAGPRA) Appointments.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby appoints Emma Donmyer as NAGPRA designee and reaffirms the appointment of Cecil Pavlat, Sr. as alternate for the purpose of addressing NAGPRA issues for a one (1) year term, expiring January 16, 2025.

Motion carries unanimously.

Moved by Director Sorenson, supported by Director Borowicz, to approve Resolution 2024-22, LATCF Fund Appropriation Sault Tribe Utility Authority.

BE IT FURTHER RESOLVED, the Housing Director and/or Chief Financial Officer are approved to generate all necessary budgets, signature authorities and approve any projects associated within the approved budgets.

BE IT FINALLY RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Tribal Chairman, or his designee, to execute and amend any and all contracts and purchase agreements related to the replacements and upgrades to the Utility Authority.

Roll Call Vote: Motion carries unanimously.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-23, Amended ARPA Funded Home Replacement Program Plan.

NOW, THEREFORE, BE IT RESOLVED, the Sault Tribe Board of Directors approves the attached Odenaang Homes Tribal Enterprise – Home Replacement Program as amended.

BE IT FURTHER RESOLVED, that the Board of Directors hereby authorizes and approves the Sault Tribe Housing Authority Director, or their 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 carries unanimously.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-24, Transportation Department Bureau of Indian Affairs, Tribal Transportation Program 2024-2027 Transportation Improvement Plan (TIP).

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors supports and adopts the 2024-2027 Transportation Improvement Plan for the projects listed in the attached TIP documents that were developed between us and the BIA for Tribal Shares Funding.

Motion carries unanimously.

Moved by Director Borowicz, supported by Director Hampton, to approve Resolution 2024-25, Transportation Department Authorizing Federal Transit Administration Applications.

NOW, THEREFORE, BE IT RESOLVED, that the Sault Ste Marie Tribe of Chippewa Indians Board of Directors authorizes the following:

1. That the Tribal Chairman, or his designee, is authorized to execute and file an application for Federal assistance on behalf of Sault Ste. Marie Tribe of Chippewa Indians with the Federal Transit Administration for Federal assistance authorized by 49 U.S.C. Chapter 53 or any other Federal statutes authorizing activities administered by the Federal Transit Administration.
2. That the Tribal Chairman, or his designee, is authorized to execute and file with the Federal Transit Administration the annual certifications and assurances and other documents the Federal Transit Administration requires before awarding a Federal assistance grant or cooperative agreement.
3. That the Tribal Chairman is authorized to execute the grant and cooperative agreements with the Federal Transit Administration on behalf of Sault Ste. Marie Tribe of Chippewa Indians.
4. That the Tribal Chairman or designee is authorized to draw payments against available grant funding using the ECHO web system or other Federal Transit Administration automated application used to request payments from grant awards.

Motion carries unanimously.

Moved by Director Sorenson, supported by Director McKechnie, to approve Resolution 2024-26, Amending Chapter 21 Hunting and Inland Fishing.

Without objection, the reading of this Resolution was waived.

No objections.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby amends Tribal Code Chapter 21: Hunting and Inland Fishing as follows:

21.309 Giizhik Bark Permit.

(1) Giizhik Bark/Northern white cedar bark. Tribal members shall obtain a valid Tribal Giizhik Bark permit before collecting giizhik bark from tribal or public land. A permit under this Section is only valid in designated areas and at designated times of year.

(a) It shall be lawful to:

(i) Harvest giizhik bark from standing, live trees, meeting the following conditions:

1. Harvest occurs while ode'iminan (wild strawberries) are blooming and before the first frost, or June to September.
2. Trees from which bark is harvested are 12" or larger in diameter.
3. Bark is harvested in vertical strips that have a combined total width of one hand (6-8") or less.
4. Trees may only be harvested from once in their lifetime.

(b) Restrictions - It shall be unlawful to:

- (i) Girdle giizhik trees and/or collect bark from greater than one-fifth of the tree's circumference.
 - (ii) Collect giizhik bark from more than one-third of the harvestable trees in an area within the same year.
 - (iii) Collect giizhik bark from live trees within thirty-three feet (33') of the edge of roads or designated trails.
 - (iv) Collect giizhik bark for commercial use.
 - (v) Strip harvest limits do not apply to downed giizhik trees, whose root systems have been disconnected from the soil.
 - (vi) Tribal members shall have a Tribal permit in their possession when collecting giizhik bark.
- Motion carries unanimously.**

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-27, Amending Chapter 23 National Forest Gathering Code.

Without objection, the reading of this Resolution was waived.

No objections.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby amends Tribal Code Chapter 23: National Forest Gathering Code as follows:

23.408 Giizhik Bark Permit.

(1) Giizhik Bark/Northern white cedar bark. Tribal members shall obtain a valid Tribal Giizhik Bark permit before collecting giizhik bark from tribal or public land. A permit under this Section is only valid in designated areas and at designated times of year.

(a) It shall be lawful to:

i. Harvest giizhik bark from standing, live trees, meeting the following conditions:

1. Harvest occurs while ode'iminan (wild strawberries) are blooming and before the first frost, or June to September.

2. Trees from which bark is harvested are 12" or larger in diameter.

3. Bark is harvested in vertical strips that have a combined total width of one hand (6-8") or less.

4. Trees may only be harvested from once in their lifetime.

(b) Restrictions - It shall be unlawful to:

i. Girdle giizhik trees and/or collect bark from greater than one-fifth of the tree's circumference.

ii. Collect giizhik bark from more than one-third of the harvestable trees in an area within the same year.

iii. Collect giizhik bark from live trees within thirty-three feet (33') of the edge of roads or designated trails.

iv. Collect giizhik bark for commercial use.

(c) Strip harvest limits do not apply to downed giizhik trees, whose root systems have been disconnected from the soil.

(d) Tribal members shall have a Tribal permit in their possession when collecting giizhik bark.

Motion carries unanimously.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-28, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction Development Capital Network (DCN).

Without objection, the reading of this Resolution was waived.

No objections.

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; and

1.2 The Tribe wishes to enter into an Agreement with Development Capital Network (DCN) to manage the State Small Business Credit Initiative (SSBCI) grant as negotiated by the Executive Director of Enterprise Operations; and

1.3 DCN will not consent to such agreement without a waiver of sovereign immunity or Tribal Court jurisdiction; and

1.4 In order to induce DCN to enter into an Agreement, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and DCN that might arise from, or relate to, in any respect, the Agreement, or object to the venue clauses found in the Agreement. All the foregoing are referred to herein as the "Waiver and Consent Obligations"; and

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

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

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of DCN only should an action be commenced under the Agreement referenced above.

This waiver:

i) Shall terminate upon performance by the Tribe of all of its obligations under the Agreement; and

ii) Is granted solely to DCN; 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 DCN 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 Agreement; and

iv) Shall be enforceable only in a court of competent jurisdiction, including courts in the State of Michigan, the Tribal Court and federal courts in Michigan (including the United States Bankruptcy Court or any arbitrator or arbitration pane); and

v) Shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation in the Agreement; and

vi) The Agreement, and other associated finance documents shall be construed in accordance with and governed by all applicable laws and regulations of governmental bodies with competent jurisdiction, as set forth in such documents.

Section 3. WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waive the exclusive jurisdiction of the Tribal Court over any action arising under the Agreement. The Board authorized the Tribe to consent to the jurisdiction of any courts with competent jurisdiction, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or any of the finance documents, note or Agreement.

Section 4. EFFECTIVE DATE

4.1 This waiver shall become effective upon the final execution of the Agreement executed by the Chairman or his designee. Failure or refusal of any individual to execute the Agreement shall render the waivers and consents granted in this resolution to become void immediately. Failure or refusal to execute the Agreement prior to the close of business on December 31, 2024, shall end the waivers and consents granted in this resolution to become void immediately.

Roll Call Vote: Motion carries with Directors' McKechnie, Lee, Borowicz, Freiheit, McKerchie, Hampton, LaPlaunt, Sorenson approving; Directors' McRorie, Morrow opposing.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-29, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction EZ-Go Lease.

Without objection, the reading of this Resolution was waived.

No objections.

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; and

1.2 The Tribe wishes to enter into a Lease ("Lease") with EZ-GO ("Lessor") as negotiated by the Executive Director of Enterprise Operation; and

1.3 Lessor will not consent to such agreement without a waiver of sovereign immunity or Tribal Court jurisdiction; and

1.4 In order to induce Lessor to enter into a Lease, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and Lessor that might arise from, or relate to, in any respect, the Lease, or object to the venue clauses found in the Lease. All the foregoing is referred to herein as the "Waiver and Consent Obligations"; and

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

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

2.1 The Tribe hereby waives its sovereign immunity from suit in favor of Lessor only should an action be commenced under the Lease referenced above.

This waiver:

i) Shall terminate upon performance by the Tribe of all of its obligations under the Lease; and

ii) Is granted solely to Lessor; 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 Lessor 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 Lease; and

- iv) Shall be enforceable only in a court of competent jurisdiction, including courts in the State of Iowa, the Tribal Court and federal courts in Iowa (including the United States Bankruptcy Court or any arbitrator or arbitration pane); and
- v) Shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation in the Lease; and
- vi) The Agreement, and other associated finance documents shall be construed in accordance with and governed by all applicable laws and regulations of governmental bodies with competent jurisdiction, as set forth in such documents.

Section 3. WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waive the exclusive jurisdiction of the Tribal Court over any action arising under the Agreement. The Board authorized the Tribe to consent to the jurisdiction of any courts with competent jurisdiction, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or any of the finance documents, note or Lease.

Section 4. EFFECTIVE DATE

4.1 This waiver shall become effective upon the final execution of the Lease executed by the Chairman, or his designee. Failure or refusal of any individual to execute the Lease shall render the waivers and consents granted in this resolution to become void immediately. Failure or refusal to execute the Lease prior to the close of business on December 31, 2024, shall end the waivers and consents granted in this resolution to become void immediately.

Roll Call Vote: Motion carries with Directors' Lee, Freiheit, Borowicz, McKechnie, Hampton, McKerchie, LaPlaunt, Sorenson approving; Directors' Morrow, McRorie opposing.

Moved by Director Freiheit, supported by Director Hampton, to approve Resolution 2024-30, Revising Tribal Code Chapter 82 Appeals Subchapter II: Appeals from the Election Committee.

Without objection, the reading of this Resolution was waived.

Director McRorie objected; Reading was not waived.

Moved by Director Hampton, supported by Director LaPlaunt, to amend to remove 82.205(6) and 82.213 – Civil Liability.

Roll Call Vote: Motion carries unanimously.

Moved by Director Hampton, supported by Director Freiheit, to amend 82.204 from three (3) to five (5) days and 82.213 from sixty (60) to sixty-five (65) days.

Roll Call Vote: Motion carries with Directors' Lee, Freiheit, Borowicz, McRorie, McKechnie, Hampton, McKerchie, LaPlaunt, Sorenson approving; Director Morrow abstaining.

Moved by Director Sorenson, supported by Director Morrow, to Table.

Motion to Table fails with Directors' Lee, Borowicz, Sorenson, McRorie, Morrow supporting; Directors' McKechnie, Freiheit, McKerchie, Hampton, LaPlaunt opposing; Tie Vote: Chairman Lowes opposing.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby amends Chapter 11 Membership Ordinance as follows:

SUBCHAPTER II: APPEALS FROM THE ELECTION COMMITTEE

82.201 Who May Appeal.

An Appellant may challenge a decision of the Election Committee where the Appellant alleges that the Election Committee acted contrary to applicable tribal law. The allegation of injury by the Appellant must be personal to said party and may not be a generalized grievance shared in substantially equal measure by all or a large class of similarly situated parties.

82.202 Subject of Appeal.

An appeal is properly before the Court of Appeals if it concerns a final decision of the Election Committee rendered pursuant to Tribal Code Chapter 10.121 at Section (2)(c) or (d).

82.203 Scope of Court's Review.

In reviewing a matter on appeal, and in strict compliance with Section 82.210, the Court of Appeals may affirm, modify, vacate, set aside or reverse any decision of the Election Committee or remand the matter and direct entry of a new decision or require such further proceedings as may be just and equitable under the circumstances.

82.204 Time Period to Appeal.

(1) A notice of appeal must be filed within five (5) business days of the Appellant receiving an adverse decision from the Election Committee.

(2) The Court of Appeals shall not grant extensions to the five (5) day time period.

82.205 Notice of Appeal.

(1) An appeal is made by the filing of a notice of appeal with the Clerk of the Court of Appeals. The notice shall be served on the Election Committee simultaneously with filing, and proof of service shall be filed with the notice.

(2) The notice of appeal shall bear the Appellants name and address and any formal identification label assigned to the matter by the Election Committee, and shall be labeled "Notice of Appeal". It shall state the date, judge and content of the decision appealed, and include a brief statement of the reasons for the appeal and the decision on the appeal desired from the Court of Appeals. Where possible, a copy of the decision appealed from shall be attached to the notice of appeal. The appellant or the attorney appearing on the appellant's behalf shall sign and date the notice. The reasons for the appeal shall be limited to whether or not the Election Committee acted in a manner contrary with applicable Tribal law.

(3) No appeal shall be dismissed for formal defects in the notice of appeal, if the matter appealed is clear from the document and it has been properly filed and served.

(4) Upon receipt of the notice of appeal and filing fee, the Clerk of the Court of Appeals shall docket the appeal and notify the appellate judges of the pending appeal.

(5) The filing of an appeal does not cause an automatic stay of the Election Committee's decision.

82.206 Service of Notice of Appeal.

A copy of the Notice of Appeal shall be served by Appellant on all other parties by first class mail. Proof of Service shall be filed simultaneously with the Notice of Appeal.

82.207 Appellate Filing Fee.

The Clerk of the Court of Appeals shall collect from each party who files an appeal a filing fee of \$45.00.

82.208 Stay Pending Appeal.

(1) An Appellant may request that the Court of Appeals issue a stay of implementation of a decision of the Election Committee pending an appeal.

(2) If a stay is desired by Appellant, a motion seeking a stay shall be provided to the Clerk of the Court of Appeals at the same time the appeal is filed.

(3) The Court of Appeals shall render a decision on the motion within twenty-four hours.

(4) A stay shall not be issued five days preceding either the opening of ballots for a primary election or the opening of ballots for an election.

(5) A stay shall be granted only if the purpose of justice requires it, and irreversible harm may occur if the stay is not granted.

(6) The Board of Directors hereby expressly retains onto itself the authority of reversing any stay ordered by the Court of Appeals under this Section with said reversal to be had by motion requiring a positive majority.

82.209 Appeal Scheduling Order.

Due to the time-sensitive nature of election complaints and contests, the Court shall act on an expedited schedule. The Court shall issue the scheduling order detailing the timelines for which to file briefs and the schedule of oral argument no later than three (3) days after the filing of the Notice of Appeal.

82.210 Briefing.

The appellant must file and serve their initial brief within ten (10) days of the issuing of the scheduling order. The appellee must file and serve their response brief within eight (8) days of receiving appellant's brief. Appellant may file a reply brief within three (3) days of receiving appellee's brief. The Court shall not extend these timelines unless by mutual agreement by all parties.

82.211 Oral Argument.

Oral arguments shall occur no later than three (3) days after the filing of the final brief, unless waived by Appellant and Respondent after briefing is concluded. The length of argument shall be set by the appellate judges hearing the appeal, and shall be stated in the notice scheduling argument.

82.212 Standard of Review.

The Court shall review the Election Commission's decision under the abuse of discretion standard which shall be defined as the Election Commission rendering a decision that was arbitrary, capricious, and contrary to tribal law.

If the appeal challenges the validity of an election outcome, including referendum elections, the Court shall also find, that the appellant proved by preponderance of the evidence, that the alleged violations of tribal law affected or had a strong likelihood of affecting the election outcome.

82.213 Issuance of Opinion.

The Court shall issue its Opinion and Order no later than 30 days after oral argument or if no oral argument was requested, no later than 30 days from the date the final brief is filed. There shall be no extensions of this deadline. In no event shall the final Opinion and Order of the Court be issued beyond 65 days from the filing of the Notice of Appeal.

83.214 Incorporation.

Except as expressly stated in the above sections, all the procedural matters codified in Subchapter 1 are incorporated herein.

BE IT FURTHER RESOLVED, that the above changes shall be effective immediately.

Roll Call Vote: Motion carries with Directors' McKerchie, Freiheit, Hampton, LaPlaunt, McKechnie approving; Directors' Lee, Morrow, McRorie, Sorenson, Borowicz opposing; Tie Vote: Chairman Lowes approving.

Moved by Director Freiheit, supported by Director McKechnie, to approve Resolution 2024-31, Revising Tribal Code Chapter 10 Elections.

Moved by Director Hampton, supported by Director McRorie, to amend 10.104(13); take out “tabulation of votes or voting” in the last sentence and put it in the prior sentence.

Roll Call Vote: Motion carries with Directors’ Lee, Freiheit, Hampton, LaPlaunt, McKechnie, Borowicz, McRorie supporting; Directors’ McKerchie, Morrow, Sorenson opposing.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors hereby adopts the proposed changes to Chapter 10: Elections Ordinance below:

10.103(15) “Immediate Family Member” shall mean, for the purposes of this Chapter, a parent, step-parent, spouse, sibling, step-sibling, child, grandparents, cohabitants, aunt, uncle, and those individuals residing in common. Cohabitant shall mean an individual who has taken up residence with another and with whom there exists a personal intimate relationship. An individual residing in common shall mean an individual residing at a residence, shared with another individual, and with whom there exists no personal intimate relationship.;

10.104(7) Qualifications. To be eligible for the Election Commission a person must be a registered voter of the Tribe, eighteen (18) years of age or older, and not be an Immediate Family Member of a current elected Board Member. Preference shall be given to enrolled Sault Tribe Members with demonstrated knowledge in the function of the Tribal Government, the Tribal Election process, and the Tribal Codes, specifically this Chapter.;

10.104(13) If an Immediate Family Member of a currently sitting Election Commission member files as a Candidate, that Commission member shall be disqualified from participating in any action of the Election Commission relating to the office for which the Immediate Family Member has filed. Action includes voting on any official matters that pertain to that family member candidate, participating in any contests or complaints that involve that family member, tabulation of votes or voting. Action shall not include any administrative functions such as the preparation of mailers, creation of notices etc.

BE IT FURTHER RESOLVED, that these revisions shall be effective immediately.

Roll Call Vote: Motion carries with Directors’ Borowicz, LaPlaunt, McKechnie, McKerchie, Hampton, McRorie, Freiheit, Lee approving; Directors’ Sorenson, Morrow opposing.

Moved by Director McKechnie, supported by Director Freiheit, to approve Resolution 2024-32, Approving General Legal Services Engagement Agreements & Waiver of Immunity and Tribal Jurisdiction for Butzel Long.

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors hereby approves the following engagement Agreements between the Sault Ste. Marie Tribe of Chippewa Indians and Butzel Long commencing on execution and ending pursuant to the terms stated therein: 1) Sault Tribe Fee Agreement No. 1; 2) Sault Tribe Fee Agreement No. 2; and 3) Sault Tribe Fee Agreement No. 3 (individually, “Engagement Agreement” and together, the “Engagement Agreements”).

BE IT FURTHER RESOLVED as follows:

Section 1 Findings

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 wishes to engage Butzel Long for the provision of legal services via the Engagement Agreements.

1.3 The Chairman of the Tribe must be authorized to sign and execute the Engagement Agreements.

1.4 It is a condition to the Engagement Agreements that the Tribe agrees to governing law, waiver of sovereign immunity, and consent to court jurisdiction and the Board of Directors has determined that it is in the best interests of the Tribe that the Engagement Agreements be executed on substantially the terms set forth in the draft Engagement Agreements attached hereto, and the Tribe waives the 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, on such conditions and terms as he deems fit, to enter into each Engagement Agreement on such terms as he may agree upon, which approval shall be conclusively presumed by execution and delivery of each executed Engagement Agreement by the Chairman, and to perform its obligations thereunder.

2.2 The Chairman is 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 all documents necessary to effectuate the Engagement Agreements and the transactions described therein.

Section 3 Waiver of Sovereign Immunity and Consent to Jurisdiction.

3.1 The Tribe hereby gives this waiver under the Engagement Agreements and waives its immunity from suit should an action be commenced as to any of the Engagement Agreements and further consents to the incorporation of such waiver into the Engagement Agreements.

This waiver:

- i) shall terminate upon performance by the Tribe of all of its obligations under the Engagement Agreements;
- ii) is granted solely to Butzel Long;
- 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 Authority and Butzel Long 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 Engagement Agreement;
- iv) shall be enforceable only in a court of competent jurisdiction, including courts of Chippewa County, Michigan, and federal courts in Michigan (including the United States Bankruptcy Court); and
- v) shall be enforceable against all assets of the Tribe, excluding any wholly owned governmental instrumentality or authority, to the extent necessary to satisfy the Tribe's obligation under the Engagement Agreements.

3.2 The Engagement Agreements, as amended, shall be construed in accordance with and governed by the internal laws of the State of Michigan. The Tribe expressly consents to the jurisdiction of the courts of the State of Michigan and the federal courts in Michigan in conformity with subsection (iv) above, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution and the Engagement Agreements.

Section 4 WAIVER OF TRIBAL COURT JURISDICTION

The Tribe expressly confirms its waiver under the Engagement Agreements and consents to the incorporation of such waiver into the Engagement Agreement, and further waives jurisdiction of the Tribal Court over any action arising under the Engagement Agreements.

Section 5 TRIBAL CODE CHAPTER 44

This waiver is given in compliance with Tribal Code Chapter 44: Waiver of Tribal Immunities and Jurisdiction in Commercial Transactions and any conflict between this waiver and Chapter 44 shall be resolved in favor of Chapter 44.

Roll Call Vote: Motion carries with Directors' Hampton, Freiheit, McKerchie, McRorie, McKechnie, Lee, Borowicz, LaPlaunt approving; Directors' Morrow, Sorenson abstaining.

Moved by Director McKechnie, supported by Director McRorie, to approve Resolution 2024-33, Reimburse CARES Act Funds.

NOW, THEREFORE, BE IT RESOLVED, The Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2023 expenditure of \$76,468.75 from Tribal Operations (Cost Center #1160) to reimburse CARES Act Funds that were originally utilized for Emergency Housing.

Roll Call Vote: Motion carries with Directors' McKerchie, Lee, Freiheit, Hampton, LaPlaunt, McKechnie, Borowicz, McRorie approving; Directors' Morrow, Sorenson abstaining.

Moved by Director McKechnie, supported by Director McRorie, to approve Resolution 2024-34, Amending Appellate Court Professional Services Agreement.

NOW THEREFORE BE IT RESOLVED, that the Professional Services Agreement for the Chief Appellate Judge shall be amended as attached to properly compensate the Chief Appellate Judge for an increased case load by raising the allowed expenditure from \$7,500.00 to \$15,000.00 per annum, to be paid in FY2023.

BE IT FURHTER RESOLVED, that the Professional Services Agreement for the Reserve Appellate Judge DeMoore shall be amended as attached to properly compensate the Reserve Appellate Judge for an increased case load by raising the allowed expenditure from \$4,500 to \$10,000.00 per annum.

Motion carries unanimously.

Moved by Director Freiheit, supported by Director McKechnie, to approve Rose Allard's resignation from Unit 1 Sault Ste. Marie Elder Subcommittee.

Motion carries unanimously.

Moved by Director Freiheit, supported by Director McRorie, to approve Charlee Brissette and Colleen Medicine's resignations from the Food Sovereignty Committee.

Motion carries unanimously.

Without objection, will vote on the Election Commission appointments all at once.

No objection.

Moved by Director McKechnie, supported by Director Freiheit, to approve Phillip Martin, Boyd Snyder, Ernest Demmon, Lou Ann Dougherty, and Jackie Minton to the Election Commission.

Motion carries with Directors' McRorie, Morrow opposing.

Moved by Director McRorie, supported by Director Freiheit, to change the March 5th Board of Directors Regular Meeting to March 12th, due to MAST impact week, and April 16th Board of Directors Regular Meeting to April 23rd, due to Self-Governance.

Motion carries unanimously.

Adjourned at 6:30 p.m.

Date: 2/6/24

Secretary: 
Kimberly Hampton

Others Present: Robert Schulte, Christine McPherson, Jessica Dumback, Aaron Schlehuber, Ashlee Mielke, Lona Stewart, Michelle Moore, Elaine Clement, Ryan Mills, Sheryl McKerchie, Wendy Hoffman, Gerard Sagassige, Josh Elliot, Clarence Hudak (Z), Jen Clerc (Z), Juanita Bye, Megan Miller, Lisa Burnside, Dan Doyle, Joni Talentino (Z)