

ROLL CALL MATRIX

Meeting Date: 8-18-2015

P	A	Res. Number 2015	173	174	175	176	177	178	179	180	181	182	183
		Unanimous	U	U	U		U	U	U	U	U	U	
x		Cathy Abramson		2	2Y	2Y	2	2	2			2	1
x		Kim Gravelle			1Y	Y							
x		Denny McKelvie			Y	Y							
x		DJ Hoffman			Y	A						1	A
x		Jennifer McLeod	2		Y	Y				2			
x		Lana Causley			Y	Y					2		2
x		Cath Hollowell		1	Y	A							A
x		Bridgett Sorenson	1		Y	N				1			
x		Keith Massaway			Y	Y	1	1	1				
x		Denise Chase			Y	1Y							
x		Darcy Morrow			Y	Y					1		
x		Rita Glyptis	---	---	---	---	---	---	---	---	---	---	---
x		Aaron Payment											

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained
- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous

S = Sponsored by Board Member ROLL CALL MATRIX

P	A	Res. Number	184	185	186	187	188	189	190	191			
		Unanimous	U			U			U				
x		Cathy Abramson	2Y	Y				N					
x		Kim Gravelle	Y	Y									
x		Denny McKelvie	Y	1Y	2	1	1			1			
x		DJ Hoffman	Y	Y		2	2	A					
x		Jennifer McLeod	1Y	Y						2			
x		Lana Causley	Y	A									
x		Cath Hollowell	Y	N	N		N						
x		Bridgett Sorenson	Y	Y				2					
x		Keith Massaway	Y	2Y	1			1					
x		Denise Chase	Y	Y				N	2	N			
x		Darcy Morrow	Y	Y				N	1	N			
x		Rita Glyptis	---	---	---	---	---	---	---	---	---	---	---
x		Aaron Payment											

- 1 = Made Motion
- Y = Voted Yes
- A = Abstained
- S = Sponsored by Board Member
- 2 = Second/Support Motion
- N = Voted No
- U = Unanimous



RESOLUTION NO: 2015-173

**ITC-CDC BREAST HEALTH GRANT, HEALTH CENTER
MEDICAL/NURSING,
AND SPECIAL DIABETES
FY 2015 BUDGET MODIFICATIONS**

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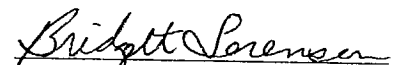
BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2015 budget modifications to ITC-CDC Breast Health Grant, Health Center Medical/Nursing, and Special Diabetes for changes to the personnel sheets and reallocation of expenses. No effect on Tribal Support.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-174

**CULTURAL – LIBRARY SERVICES
ESTABLISHMENT OF A FY 2016 BUDGET**

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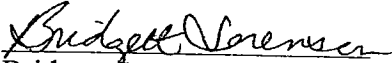
BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2016 budget for Library Services with Federal Revenue monies of \$7,000.00. No effect on Tribal Support.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-175

**CONTINUING FUNDING AUTHORITY
FOR FISCAL YEAR 2016 SEPTEMBER TO AUGUST**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

WHEREAS, the Board of Directors and tribal staff have not completed the process of reviewing budgets for their respective budget year 2016; and

WHEREAS, the below cost center list, with fiscal year of September to August, for budget year 2016 is still under review and will not be completed until after the fiscal year start date of September; and

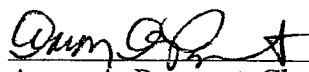
WHEREAS, the Board of Directors wants to ensure that services are not left unfunded for a period between expiration of the fiscal year 2015 budgets and approval of the fiscal year 2016 budgets.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves continuing funding for the following cost centers for fiscal year 2016, at their 2015 spending levels, for a period not to exceed 45 days:

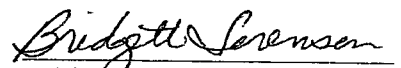
- | | |
|--------------------------------|-------------------------------|
| CC#2230 – Early Head Start | CC#11421 – Farm to School |
| CC#2233 – Early Head Start BIA | CC#4560 – PHN Case Management |
| CC#3070 – Head Start | CC#2254 – COPS TRGP 2011 |
| CC#3071 – Head Start BIA | CC#2255 – COPS TRGP 2014 |

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
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RESOLUTION NO: 2015-176

**MANISTIQUE HEALTH CLINIC
FY 2015 BUDGET MODIFICATION**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2015 budget modification to Manistique Health Clinic for changes to the personnel sheet and reallocation of expenses. No effect on Tribal Support.

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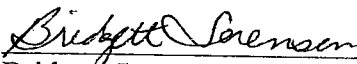
**Economic
Development
Commission**

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 8 members for, 1 members against, 2 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-177

TRUST LAND LEASE – 1801 J.K. LUMSDEN WAY
MCGLINCH
SAULT STE. MARIE, MICHIGAN

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairman, and Treasurer, to execute a lease to the land located at Sault Ste. Marie, Michigan to Lisa McGlinch, a single woman, and land being described as follows:

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Membership Services

Economic Development Commission

A parcel of land located in the Fractional Southwest ¼, Section 16, Township 47 North, Range 1 East, City of Sault Ste. Marie, Chippewa County, Michigan more particularly described as commencing at the West ¼ corner of said Section 16; thence S02°15'24"W along the West line of said Fractional Southwest ¼ a distance of 1317.04; thence S88°33'19"E a distance of 33.00 feet to a point on the Easterly right of way line of Shunk Road, said point is the POINT OF BEGINNING:

Thence continuing S88°33'19"E a distance of 117.50 feet;
Thence S02°15'24"W a distance of 131.63 feet to a point on the Northerly right of way line of J.K. Lumsden Way;
Thence N88°33'19"W along said Northerly right of way line a distance of 117.50 feet to a point on the Easterly right of way line of said Shunk Road;
Thence N02°15'24"E along said Easterly right of way line a distance of 131.63 feet to the POINT OF BEGINNING.

Containing 0.36 acres more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment
Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Bridgett Sorenson
Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-178

**TRUST LAND LEASE – 1480 EAST WOLVERINE DRIVE
SCHOPP
SAULT STE. MARIE, MICHIGAN**

RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairman, and Treasurer, to execute a lease to the land located at Sault Ste. Marie, Michigan to Edward A. Schopp and Jody A. Schopp, husband and wife, and land being described as follows:

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PARCEL 154

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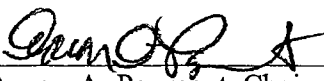
A parcel of land located in the Southeast ¼ of the Northwest ¼ and the Southwest ¼ of the Northeast ¼ of Section 29, Town 47 North, Range 1 East, Soo Township, Chippewa County, Michigan being more particularly described as follows:

Commencing at the West ¼ corner of Section 29, Town 47 North, Range 1 East; thence South 87°41'17" East, along the South line of the Northwest ¼ of said Section 29, a distance of 1319.99 feet to the Southwest corner of the Southeast ¼ of the Northwest 1/4 of said Section 29; thence North 1°46'50" East, along the West line of the Southeast 1/4 of the Northwest 1/4 of said Section 29, a distance of 373.91 feet to the Centerline of Polaris Drive; thence South 88° 09'52" East, along said Centerline, 391.03 feet to the Centerline of Polaris Drive; thence North 1°50'08" East, along said Centerline, 383.00 feet; thence South 88°09'52" East; 33.00 feet to the Easterly right-of-way of Polaris Drive; thence continuing South 88°09'52" East, 802.65 feet to the Point of Beginning of the herein described parcel; thence North 8°46'11" West, 278.60 feet to the Southerly right-of-way of Wolverine Lane; thence 133.59 feet, along said Southerly right-of-way, and along a curve with its center to the North having a radius of 973.00 feet, a chord of 133.49 feet, and a chord bearing of North 75°11'34" East; thence South 34°58'20" East, 255.08 feet; thence South 66°39'44 West, 253.53 feet to Point of Beginning.

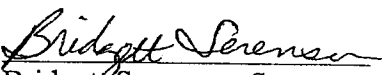
Containing 1.15 acres of land more or less.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-179

**TRUST LAND LEASE – 1900 J.K. LUMSDEN WAY
SANTIGO
SAULT STE. MARIE, MICHIGAN**

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RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorized its Tribal Chairman, and Treasurer, to execute a lease to the land located at Sault Ste. Marie, Michigan to Walter Santigo, a single man, and land being described as follows:

A parcel of land located in the Fractional Southwest ¼, Section 16, Township 47 North, Range 1 East, City of Sault Ste. Marie, Chippewa County, Michigan more particularly described as commencing at the West ¼ corner of said Section 16; thence S02°15'24"W along the West line of said Fractional Southwest ¼ a distance of 1514.68 feet to a point on the extension of the Southerly right of way line of J.K. Lumsden Way; thence S88°33'19"E along said extension of Southerly right of way line a distance of 569.00 feet to the POINT OF BEGINNING:

Thence continuing S88°33'19"E along said Southerly right of way line a distance of 117.50 feet;

Thence S02°15'24"W a distance of 131.63 feet;

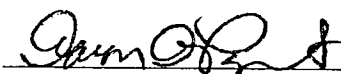
Thence N88°33'19" W a distance of 117.50 feet;

Thence N02°15'24"E a distance of 131.63 feet to the POINT OF BEGINNING.


Containing 0.36 acres more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-180

**THE SPIRIT OF COMMUNITY HEALTH
MICHIGAN PUBLIC HEALTH INSTITUTE
TRIBAL PUBLIC HEALTH CASE STUDY**

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WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, as amended; and

WHEREAS, the Michigan Public Health Institute entered into an agreement with the Robert Wood Johnson Foundation to perform an in-depth examination of a tribal health system's capacity to deliver the Ten Essential Services in Public Health; and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians has affirmed the commitment to participate fully in the MPHI Spirit of Community Health Tribal Public Health Case Study.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Health Division's Community Health Program to present the Spirit of Community Health Tribal Health Case Study aggregate results and key findings with the Robert Wood Johnson Foundation and to use this data in public health publications as approved by the Health Director.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment
Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Bridgett Sorenson
Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-181

VOCA GRANT PROGRAM VICTIM OF CRIME ACT

WHEREAS, the State of Michigan Crime Victim Services Commission provides funding to assist victims of crime in the State of Michigan; and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe eligible to apply for the Victims of Crime Act (VOCA) Grant Program; and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians has been successfully administering a VOCA Program since 1988; and


WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians proposes to continue to provide a VOCA Program to Indian persons who are eligible for membership in the Sault Ste. Marie Tribe of Chippewa Indians and who reside in the Tribe's seven county service area.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes application to the Crime Victim Services Commission for funding of VOCA Program for FY 2015-2016.

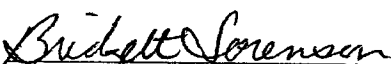
BE IT FURTHER RESOLVED, that Aaron A. Payment, Tribal Chairperson, is hereby authorized to submit said proposal to the State of Michigan Crime Victim Services Commission, to negotiate, execute, and amend any documents resulting therefrom on the Tribe's behalf.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
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Bridgett Sorenson, Secretary
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RESOLUTION NO: 2015-182

**RECOGNITION OF
MICHIGAN INDIAN LEGAL SERVICES
ON THE OCCASION OF ITS 40TH ANNIVERSARY**

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WHEREAS, Michigan Indian Legal Services was created in September of 1975 to provide legal services tribes and to low income Indian individuals and to further sustainable economic development and self-government, protection of tribal cultures and religious freedoms, overcome discrimination, and preserve Indian families; and

WHEREAS, MILS has assisted a number of Michigan tribes in obtaining federal recognition; and

WHEREAS, MILS has defended the rights of numerous individual Indians and Indian families at all levels of the Michigan court system in Indian Child Welfare Act and Michigan Indian Family Protection Act cases; and


WHEREAS, MILS has also provided representation of individual tribal members in nearly all of the 12 tribal courts in Michigan on a wide variety of cases including child welfare, juvenile delinquency, garnishment, eviction, and criminal defense matters; and

WHEREAS, Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians wishes to recognize and commend MILS on the occasion of its 40th Anniversary and, further, to contribute to the continuation of this important service to the tribal community.

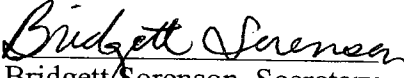
NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Tribe hereby recognizes Michigan Indian Legal Services on the occasion of its 40th Anniversary and commends it for its substantial contribution to the Michigan Indian community.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-183

BEREAVEMENT POLICIES

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

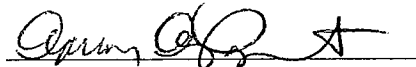
WHEREAS, the Board of Directors has previously approved Bereavement and Funeral policies for governmental, enterprise and casino team members.

WHEREAS, the specific modifications to the Bereavement and Funeral sections of the governmental, enterprise, and casino are as attached page 1.


NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors enacts the proposed revisions to the Casino, Government and Enterprise Bereavement and Funeral policies as attached on page 1 beginning on September 1, 2015.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 9 members for, 0 members against, 2 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
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BEREAVEMENT POLICY

I. Purpose: The Sault Tribe recognizes that people grieve for the loss of a close relative or friend in many different ways. This is a very personal time that team members may need time off so that they can focus on close family and friends. The bereavement policy outlines what team members have available to them in their time of need.

II. Scope: This policy applies to full-time and part-time regular team members.

III. Policy: In the event of a death of a close family member, team members may take up to three scheduled working days off with paid bereavement leave subject to sections (1) and (2) below.

(1) Up to three paid bereavement leave days: Family members (legal or blood relatives) that team members are eligible to take up to three paid bereavement leave days for are: their spouse, son, daughter, brother, sister, mother, father, aunt, uncle, niece, nephew, grandparent, grandchild, or another relative living in your residence. For purposes of this section "spouse" means a person to whom a team member is married or with whom they have a relationship, which is characterized by the performance, duration and stability normally associated with marriage. Current in-laws, step relatives or legally adopted are considered the same as blood relatives.

(2) Up to one paid bereavement leave day: Family members (legal or blood) that team members are eligible to take one paid bereavement day leave for are first cousins.

In the event of a death of a friend, co-worker or distant relative such as, but not limited to, cousins other than first cousins or other relatives not listed in section (1) or (2) above, team members may utilize their sick, vacation, personal days, compensation time or unpaid leave days, as applicable.

Paid bereavement leave days cannot be banked or held for use at a later date with the exception of burials/services that occur at a later date.

If a team member needs time off in addition to the paid bereavement leave days or a team member is not entitled to paid bereavement leave days, they may utilize their sick, vacation, personal days, compensation time or unpaid leave days, as applicable.

If a team member's requested time off will exceed 5 days, the team member must request a medical leave of absence in accordance with the Leave of Absence (over 5 Days) Policy, and can still utilize sick, vacation, compensation time or unpaid leave days. Additionally, they may request sick leave donations for medical leave if they are on an approved medical leave of absence.

IV. Legislative History: Resolution No. 2015-183, August 2015, Resolution No. 2012-39, Feb 2012 and Resolution No. 2011-120, Jun 2011



RESOLUTION NO: 2015-184

**AUTHORIZE THE CHAIRPERSON TO ENTER INTO CONTRACT WITH
ARROW CONSTRUCTIONS AS GENERAL CONTRACTOR FOR
BAHWETING SCHOOL LOOP PROJECT**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, 25 U.S.C. 467 et seq; and

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WHEREAS, the said Constitution and Bylaws provide that the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors is the governing body for the Sault Ste. Marie Tribe of Chippewa Indians, and the Board of Directors has the authority under the Constitution and Bylaws to promulgate resolutions, institute regulations, and consider various legal matters that fall within the authority of a federally recognized Indian Tribe; and

WHEREAS, the Tribal Transportation Program requests authorization to award Arrow Constructions the contract for Reconstruction of Bahweting School Loop; and

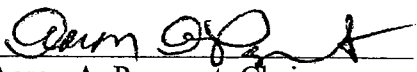
WHEREAS, the Sault Tribe has Tribal Transportation Program funding available for the above project; and

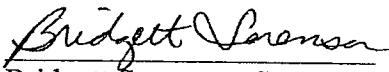
WHEREAS, bids were solicited for this work and Arrow Constructions has been determined to be the lowest bidder and most qualified bidder.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorize the Chairperson, of the Tribe to negotiate and execute a contract between the Sault Ste. Marie Tribe of Chippewa Indians and Arrow Constructions, for General Contracting Services for Bahweting School Loop Project, and authorizes expenditures from the Transportation Fund, cost center 2932.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-185

**APPROVING CONTRACTING
ARRANGING FOR LOAN AMENDMENTS**

BE IT HEREBY RESOLVED, that the Board of Directors hereby directs and approves the Chairperson of the Tribe or his designee to enter into such contracts or agreements as may be necessary to retain the services of PNC Capital Markets, LLC, on an exclusive basis for a period of six months to arrange for the refinancing of the Tribe and Gaming Authority's outstanding balance on debt, seek relief from covenants on the current agreements, increase free reserves for slot improvements and other capital expenditures, and other concessions from the lenders, with an estimated arrangement fee of \$74,000 and an upfront fee to consenting banks in the approximate amount of \$37,000.

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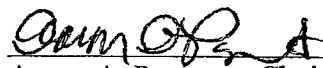
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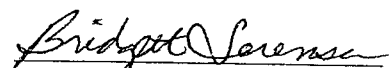
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CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 9 members for, 1 members against, 1 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridget Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-186

**AUTHORIZATION TO ENTER INTO JOINT DEFENSE AGREEMENT
FOR
PRESQUE ISLE POWER PLANT FERC DOCKETS
AND
WAIVER OF SOVEREIGN IMMUNITY AND OF TRIBAL COURT JURISDICTION
FOR THAT AGREEMENT**

Min Waban Dan

BE IT RESOLVED, by the Board of Directors as follows:

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Section 1 FINDINGS AND DETERMINATIONS: The Board of Directors finds and determines that:

1.1 Numerous parties are involved in various legal issues surrounding the Presque Isle power plant; and

1.2 These same parties are intervenors to one or more of the regulatory dockets pending before the Federal Energy Regulatory Commission ("FERC"); and

1.3 These parties currently have certain mutually aligned interests with respect to certain FERC regulatory proceedings consolidated as docket nos. ER14-1242-000, ER14-2860-000, and ER14-2862-000; and

1.4 These parties desire for their principles and legal counsel to consult on certain matters of common interest without waiving potentially applicable privileges, including the attorney work-product privilege and to the extent applicable, the attorney-client privilege and in order to accomplish this the parties desire to enter into the Litigation Joint Defense Agreement ("Agreement") to that end.

1.5 In order to authorize Chairperson to enter into the Agreement, the Board of Directors is required to confirm that the Sault Ste. Marie Tribe of Chippewa Indians and all other entities claiming by, through or under the Sault Ste. Marie Tribe of Chippewa Indians, will not claim tribal immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Sault Ste. Marie Tribe of Chippewa Indians and the other parties to the Agreement that might arise from, or relate to, in any respect, the Agreement. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

1.5 It is in the Sault Ste. Marie Tribe of Chippewa Indians' interest to resolve as stated herein.

Section 2 AUTHORIZATION TO ENTER INTO JOINT DEFENSE AGREEMENT

2.1 The Board of Directors hereby authorizes the Chairperson to negotiate and enter into a Joint Defense Agreement for the above referenced matters.

Section 3 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION;
GOVERNING LAW

3.1 The Board of Directors hereby waives its sovereign immunity from suit in favor of the other parties to said Joint Defense Agreement only should an action be commenced under the Agreement.

This waiver:

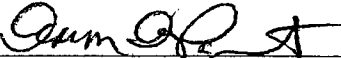
- i) shall terminate upon performance by the Sault Ste. Marie Tribe of Chippewa Indians of all of its obligations under the Agreement or any subsequent extensions of the Agreement;
- ii) is granted solely to the other parties to the Agreement;
- iii) shall extend to inter alia, any judicial or non judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non judicial action to resolve disputes between the Sault Ste. Marie Tribe of Chippewa Indians and the other parties to the Agreement 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;
- iv) shall be limited to Sault Ste. Marie Tribe of Chippewa Indians assets; and
- v) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Washington, the Sault Chippewa Tribal Court and federal courts in Michigan (including the United States Bankruptcy Court) or any arbitrator or arbitration panel.

Section 4 WAIVER OF TRIBAL COURT JURISDICTION


4.1 The Board of Directors waives the exclusive jurisdiction of the Tribal Court over any action arising under the Joint Defense Agreement.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 1 members against, 2 members abstaining, and that said resolution has not been rescinded or amended in any way.



Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians



Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-187

**WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO WAIVER
OF TRIBAL COURT JURISDICTION
FINANCE AGREEMENT WITH LAKE FOREST BANK & TRUST**

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

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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 Commercial Premium Finance Agreement with Lake Forest Bank & Trust Company ("Lender"), with said financing agreement to be serviced by First Insurance Funding Corp. ("Servicing Company"); and

1.3 Lender has refused to consent to such Financing Agreement without a waiver of sovereign immunity or Tribal Court jurisdiction.

1.4 In order to induce Lender to enter into the Financing 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 Lender or Servicing Company that might arise from, or relate to, in any respect, the Premium Financing 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 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW

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

This waiver:

i) shall terminate upon performance by the Tribe of all of its obligations under the Premium Finance Agreement or any subsequent extensions of the Premium Finance Agreement

ii) is granted solely to Lender or Servicing Company;

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 Lender or Servicing Company 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 Premium Finance 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; and

v) shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation under the Premium Finance Agreement,; and

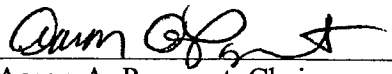
vi) the Premium Finance Agreement, and other associated finance documents shall be construed in accordance with and governed by the internal laws of the State of Michigan, as set forth in such documents. The Board authorizes the Tribe to consent to the jurisdiction of the courts of the State of Michigan and the federal courts in Michigan, 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 Premium Finance Agreement.

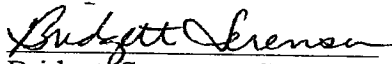
Section 3 WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waives the exclusive jurisdiction of the Tribal Court over any action arising under the Premium Finance Agreement.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-188

**OSCAR W. LARSON CONTRACT
CONSENT TO INDEMNIFY**

WHEREAS, the Tribe seeks to retain the services of Oscar W. Larson Company for services in relation to the repairs and replacement of equipment at the St. Ignace Midjim location; and

WHEREAS, Oscar W. Larson Company, has refused to contract with the Tribe for these services without having in the contract a waiver of immunity and a waiver of Tribal Court jurisdiction; and

WHEREAS, Oscar W. Larson Company has insisted upon the inclusion of Section 8. within the contract, which states:

Client shall indemnify and hold harmless and defend the Oscar W. Larson Company and its shareholders, directors, officers, employees and agents from and against any and all losses, damages, claims, liabilities, costs and incidental expenses, including actual attorney's fees, which any or all of them may incur, be responsible for, or payout as a result of bodily injury (including death) to any person, damage (including loss of use) to any property, contamination or adverse effects on the environment arising out of or which are connected with: (1) a release of Waste Materials not due to the negligent omission, conduct, and/or willful misconduct of the Oscar W. Larson Company; (2) any negligent omission, conduct, and/or willful misconduct of Client or Client's employees, agents, or subcontractors; or (3) Client's breach of this Agreement.

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 (the "Tribe") is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.

1.2 The Tribe has negotiated a contract with Oscar W. Larson Company, for services which will be used for the purpose of repairs and replacements at the St. Ignace Midjim location, and none other.

1.3 Oscar W. Larson Company has refused to consent to a modification of its contract in a manner that would permit the Tribe to contract without a an agreement to indemnify the Company for losses.

1.4 In order to induce Oscar W. Larson Company to enter into the contract, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will indemnify Oscar W. Larson Company in the manner set forth above. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

1.5 It is in the best interests of the Tribe to consent to the Oscar W. Larson Company contract and to enter into the Waiver and Consent Obligations.

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Section 2 APPROVALS AND AUTHORIZATION

2.1 The Board of Directors authorizes and directs the Tribe, through its Chairperson, for and on behalf of the Tribe to enter into such agreements with Oscar W. Larson Company on such terms and conditions as he deems necessary for the completion of the St. Ignace Midjim project.

2.2 The Board of Directors authorizes and directs the Tribe to give its express consent to the terms and provisions of the Oscar W. Larson Company contract.

2.3 The Chairperson is authorized and directed to execute and deliver such other agreements, 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 foregoing.

Section 3 CONSENT TO INDEMNIFY

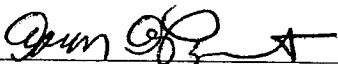
3.1 The Tribe hereby consents to indemnify Oscar W. Larson Company should an action be commenced against the Company implicating the indemnification provisions of the contract.

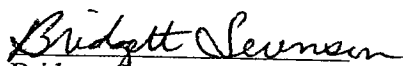
This consent:

- i) shall terminate upon performance by the Tribe of all of its obligations under the Oscar W. Larson Company contract;
- ii) is granted solely to Oscar W. Larson Company and its successors and assigns;
- 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 enforce the rights of Oscar W. Larson Company and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations of Oscar W. Larson Company under the Oscar W. Larson Company contract;
- iv) shall be enforceable only in a court of competent jurisdiction; and;
- vi) the Oscar W. Larson Company contract shall be construed in accordance with and governed by the internal laws of the State of Michigan.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 10 members for, 1 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians



RESOLUTION NO: 2015-189

TRIBAL CODE: CHAPTER 100
CEMETERY ORDINANCE

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, as amended; and

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WHEREAS, the Tribe, from time to time, buys and/or obtains land for the purpose of utilizing the land as a Tribal Cemetery; and

WHEREAS, the Tribe currently owns one or more Tribal Cemeteries on land which has been designated as land-in-trust status; and

WHEREAS, there is a need for an ordinance to establish laws and regulations for the operation of Cemeteries and to govern burial eligibility; and

WHEREAS, a Cemetery Ordinance has been developed with input from community members for inclusion into the Tribe's Tribal Code.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves and enacts the Cemetery Ordinance to be effective immediately and to be included in the Tribe's Tribal Code as Chapter 100.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 7 members for, 3 members against, 1 members abstaining, and that said resolution has not been rescinded or amended in any way.

Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians

Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

CEMETERY ORDINANCE

Sault Ste. Marie Tribe of Chippewa Indians

- 100.101. Purpose and Policy
- 100.102. Definitions
- 100.103. Tribal Cemetery on Trust Lands
- 100.104. Cemetery Committees
- 100.105. Burial Requirements
- 100.106. Maintenance of Burial Sites
- 100.107. Prohibited Behavior on Cemetery Grounds
- 100.108. Penalty
- 100.109. Established Cemetery Committees

100.101. Purpose and Policy

(1) *Purpose.* The purposes of this Ordinance are to establish Cemeteries on Sault Ste. Marie Tribe of Chippewa Indians ("SSMTCI") Trust Lands and to govern the allotment of burial rights in a plot, burial eligibility and the maintenance of the grounds within the Cemeteries.

(2) *Policy.* It is the policy of the SSMTCI that burial in any Cemetery regulated under this Ordinance shall be available to enrolled SSMTCI Tribal members, their spouses, and their children, and also to any person with family members already buried in a specific SSMTCI Cemetery.

100.102. Definitions

(1) This section shall govern the definitions of words and phrases used within this law. All words not defined herein shall be used in their ordinary and everyday sense.

(a) "Burial Right" means the right to be buried in a specific plot in a Tribal Cemetery.

(b) "Children" means the natural, step and adopted children of a person, or children of a common law marriage or Native traditional marriage where that marriage took place in a jurisdiction that recognizes common law marriages or Native traditional marriages where at least one spouse is an enrolled Tribal member.

(c) "Committee" means the Committee of the Cemetery, as established by the SSMTCI Board of Directors. When the term "Committee" or phrase "the Committee" is used in this Ordinance, they shall mean the specific Committee of the respective Cemetery.

(d) "Enrollment Department" means the SSMTCI Enrollment Department.

(e) "Immediate Family" means a person's spouse and/or children.

(f) "Sexton" means the person designated by vote of the Committee or appointed by the SSMTCI Board of Directors to serve the roles of primary point of contact for the respective Cemetery, liaison with funeral directors, recorder of burial locations at the respective Cemetery, and other duties as specified in the applicable Committee Bylaws and/or Policies.

(g) "Spouse" means a person's husband or wife including a common law or Native traditional marriage husband or wife where that marriage took place in a jurisdiction that recognizes common law marriages or Native traditional marriages.

(h) "Tribe" or "Tribal" means the SSMTCI.

(i) "Vandalism" means the willful and unauthorized destruction or defacing of any land, monument, flush marker, tree, shrub, plant, building or other natural or artificial structure on Cemetery property. CD
"Wequayoc Cemetery Committee" means the Committee that oversees and manages Wequayoc Cemetery.

(k) "Wequayoc Cemetery" means the Cemetery established by the SSMTCI Board of Directors located at 2354 E. M-34 in Hessel, MI 49745.

100.103. Tribal Cemetery on Trust Lands

(1) Establishment of Tribal Cemetery on Trust Lands. The Tribal Board of Directors may, from time to time, designate specific parcels of land to be put into trust and established as SSMTCI Tribal Cemetery property where enrolled Tribal members, their spouses and their children may be buried. Each Cemetery established under this Ordinance shall be given a proper name and the Board of Directors shall, in accordance with Section 100.104, establish and designate a corresponding Committee for each respective Cemetery. The established Committee shall oversee the respective Cemetery's operations and carry out the provisions of this Ordinance and applicable law.

(2) Eligibility for Burial in Cemetery on Tribal Trust Land. Eligibility for burial in a SSMTCI Tribal Cemetery shall be limited to (a) enrolled Tribal members and their Immediate Family members, (b) any other person who has Immediate Family members already buried in a specific SSMTCI Cemetery, and (c) Repatriated human remains.

(3) Eligibility to be Allotted Burial Rights in Plots. The following persons may be allotted burial rights in plots on behalf themselves or other persons eligible for burial under subsection (2):

(a) Individual Tribal members.

(b) Non-SSMTCI spouses of Tribal members.

(c) Non-SSMTCI children of a Tribal member.

(d) Any person who has an immediate family member already buried in a specific SSMTCI Cemetery.

(4) Number of Burial Rights in Plots that may be Allotted. A person or family may be allotted only as many burial rights in plots as they have Immediate Family members eligible for burial in such plots.

(5) Ownership of Allotted Burial Rights in Plots.

(a) Ownership of allotted burial rights in plots may be conveyed only to Immediate Family members. In the event that a burial right in a plot is inherited or otherwise acquired by an individual who is not eligible to be buried in that plot as defined in subsection (3) of this section, the burial right in the plot shall revert to the Tribe in accordance with subsection (7) of this section.

(b) Ownership of an allotted burial right in a plot does not convey title to or an ownership interest in the actual land of the plot; it merely constitutes the right to be buried in the particular location of the plot provided that the person is eligible for such burial under section subsection (3) of this section.

(6) Costs and Expenses of Burial Rights in Plots.

(a) Each respective Committee shall determine via policy whether there will be a fee to be allotted a burial right in a plot at the respective Cemetery. If an allotment fee is established by the Committee, the fee shall be paid prior to burial, unless otherwise directed by the Committee. The proceeds of allotment fees of burial rights in plots shall be used for the care and improvement of the respective Cemetery, avenues leading thereto, operating expenses and/or any other use the respective Committee deems appropriate.

(b) Any and all expenses associated with the burial, including but not limited to funeral expenses, plot opening, closing, marker fees, vault/cement liner, fees for allotment of burial rights, ceremonial/spiritual/religious service provider honorariums, etc., shall be the responsibility of the deceased individual's family or the person making final arrangements.

(7) Resale of Burial Right in Plots. Burial rights in plots may be resold (if an allotment fee was associated with such burial right) or conveyed only through the Enrollment Department or respective Cemetery Committee and only to the Tribe or to eligible persons under this Ordinance. Burial rights in plots sold or reverted to the Tribe shall be purchased by the Tribe at the original allotment fee price as set by the respective Committee, if a fee was charged.

(8) Repatriated Remains. Human remains shall be returned to the Tribe in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA). Notwithstanding the provisions of subsections (2) and (3) of this section, human remains returned to the Tribe shall be the responsibility of the Tribe's Cultural Division and may be reburied in an appropriate location within a Cemetery. The Tribe's Cultural Division shall collaborate with the appropriate respective Committee for any such matter involving repatriated remains.

100.104. Cemetery Committees

(1) Establishment of Tribal Cemetery Committee. Upon the establishment of a Tribal Cemetery on Trust Land, the Tribal Board of Directors shall also establish and designate, via resolution, a Committee for each respective Cemetery to oversee and manage the operations of the respective Cemetery in accordance with this Ordinance and applicable law. Each Committee shall be established in accordance with Section 100.104(2). Each established Committee, and any Board approved special requirements or provisions applicable to the respective Cemetery, shall be set forth in Section 100.109.

(2) Committee Requirements. The Committee shall consist of at least five (5) members. Membership on each Committee shall be determined by each respective Committee and set forth in the respective Committee bylaws. Each Committee shall also work with a designated funeral director coordinator, when necessary and applicable. Each Committee shall be required to report to and work and collaborate with the SSMTCI Repatriation Specialist.

(3) Administration and Authority. The SSMTCI Board of Directors and the Committee shall be responsible for carrying out the provisions of this Ordinance and applicable law and the Committee may enter into agreements with person(s) or entities, where needed, in order to carry out their responsibilities under this Ordinance.

(4) Duties and Responsibilities.

The Committee shall (some duties and responsibilities may be assigned by the Committee to the Sexton/Appointed Representative):

- (a) create by-laws if and as directed by the Tribe and abide by any and all applicable by-laws as set by the Committee and/or the Tribe;
- (b) create, and amend as necessary, policies and procedures for the respective Cemetery in accordance and not inconsistent with this Ordinance and/or applicable law;
- (c) create all marketing material with regard to the Cemetery;
- (d) control the Cemetery and beautify the same, and may establish regulations respecting it;
- (e) meet with, or communicate with, the kin or other interested party of a person permitted to be buried pursuant to this Ordinance whenever a burial right in a plot or burial is requested;
- (f) be responsible for maintaining vital statistics of the deceased and reporting such information as may be required by the Tribe;
- (g) be responsible for the maintenance of the Cemetery including the improvement, safeguard and beautification of the grounds; Coordinate mowing with Tribal Facilities Dept. and/or volunteers;
- (h) cause portions of land designed to be used for the Cemetery to be surveyed and mapped into burial plots, drives and walks (such recorded map shall be kept and maintained by the SSMTCI Cultural Division); and
- (i) report to and work and collaborate with the SSMTCI Cultural Department.

(5) Conveyance. The Committee may sell and convey burial rights in plots, expressly restricting the use to burials and upon such other terms, conditions and restrictions as set forth by the policy of the respective Committee and approved by the SSMTCI Board of Directors.

100.105. Burial Requirements

(1) Burial Orders. All burial orders must be presented to the respective Committee (or Committee Sexton/Appointed representative) at least twenty-four (24) hours before burial, unless otherwise determined via Committee policy.

(2) Vault Liners. Each respective Committee shall determine via policy whether a cement/vault liner is required at the burial site. Each respective Committee shall also determine via policy their particular requirements for use of a cement/vault liner. If a Committee determines a cement/vault liner is required for the burial site, and/or if a family chooses to have a cement/vault liner, the vault company is required to deliver and install it in the designated burial site.

(3) Plot Sizes. Each plot/grave shall be 4 feet wide by 10 feet in length, unless otherwise determined via policy of the respective Committee.

(4) Orientation of Graves. Orientation of graves shall be left up to the family, subject to the respective Committee's policy and approval of the respective Sexton/Appointed Representative.

(5) Miscellaneous Funeral Ceremony Information.

(a) The Committee is not required to provide pallbearers.

(b) Due to weather conditions it may be necessary to postpone burial side services and/or burial of the deceased temporarily. The final decision to postpone burial side services shall be made by the family, the funeral home, and the respective Sexton/appointed representative. Each respective Sexton/appointed

representative and Committee shall determine the proper procedures and requirements for burials falling within the winter months and whether or not they are allowed and/or feasible.

(c) There must be a minimum of 18 inches of soil above the vault/casket or remains.

(d) Other burial procedures (such as urns, water burials, etc.) shall be determined by the respective Cemetery Committee policy.

(6) *Funeral Processions.* The respective Sexton/Committee shall be responsible for providing funeral directors with the necessary information so that funeral processions on Cemetery grounds are carried out in accordance with the provisions of this Ordinance.

100.106. Maintenance of Burial Sites

(1) Maintenance including monuments/flush markers, plants and other memorials, and flags and banners shall be determined by the set policy of each respective Cemetery Committee.

100.107. Prohibited Behavior on Cemetery Grounds

(1) The following shall be prohibited on Cemetery grounds:

(a) Alcoholic beverages.

(b) Possession and use of firearms, except upon the Committee's written approval for military and memorial services.

(c) Vandalism. Incidents of vandalism/abuse of property shall be reported to the Tribe's law enforcement agency.

(d) No burial plots shall be opened or closed except under the direction and control of the Sexton/Committee, following the policy of the respective Cemetery.

(2) Additional prohibited behavior shall be determined by each respective Cemetery policy and enforced in accordance with applicable law.

100.108. Penalty

(1) Any person who violates a provision of this Ordinance and/or respective Cemetery policy may be subject to prosecution, civil fines, and court costs pursuant to applicable law.

100.109 Established Cemetery Committees and Specific Cemetery Provisions

(1) The Tribal Board of Directors, in accordance with Section 100.104(1) and via resolution no. 2015-128, established and designated the "Wequayoc Cemetery Committee" to oversee and manage the operations of the Wequayoc Cemetery in accordance with this Ordinance and applicable law.



RESOLUTION NO: 2015-190

AMENDING TRIBAL CODE CHAPTER 70 CRIMINAL PROCEDURE
BY ADDING SECTION 70.134
LIMITING CERTAIN PROSECUTION AGREEMENTS

WHEREAS, the Article VII, Section 1(g) of the Constitution of the Sault Ste. Marie Tribe of Chippewa Indians assigns to the Board of Directors the power to establish a criminal justice system including the authority to promulgate and enforce ordinances governing the conduct of persons within the jurisdiction of the tribe and to establish a reservation court and define its duties and powers; and

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Government Services

Membership Services

Economic Development Commission

WHEREAS, the Article VII, Section 1(n) of the Constitution of the Sault Ste. Marie Tribe of Chippewa Indians authorizes the Board of Directors to create and delegate authority to subordinate officers and reserves to the Board the right to review the authority delegated and actions taken by such officers; and

WHEREAS, the Board of Directors have determined that it is just and appropriate to impose certain limitations on the maximum duration of certain agreements between the Tribal Prosecutor and defendants charged with a criminal offense under tribal law.

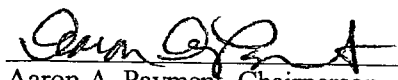
NOW, THEREFORE, BE IT RESOLVED, Chapter 70 of the Tribal Code: Criminal Procedure is hereby amended by the addition of a new section 70.134 which shall read as follows:

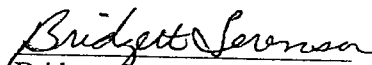
70.134 Limitation on certain prosecution agreements to dismiss charges

An agreement between the Tribal Prosecutor and a defendant charged with a criminal offense under tribal law, in which the Prosecutor has agreed to dismiss criminal charges in return for an agreement by the accused that he or she will not seek or be eligible for future employment with the Tribe or will adhere to other specific terms or limitations as a condition of the dismissal, shall be enforceable against the accused only for a period not to exceed two years unless the agreement has been expressly incorporated into a court order approved by the Tribal Judge. This section shall apply retroactively to any such agreements entered into prior to the date of enactment of this provision. Nothing in this section will preclude the Tribe from considering the underlying facts and circumstances of the original offense when making any future hiring decision involving the individual.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 11 members for, 0 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
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RESOLUTION NO: 2015-191

**AMENDING TRIBAL CODE
BY ADDING CHAPTER 77:
SETTING ASIDE TRIBAL CONVICTIONS**

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Development
Commission**


WHEREAS, the Article VII, Section 1(g) of the Constitution of the Sault Ste. Marie Tribe of Chippewa Indians assigns to the Board of Directors the power to establish a criminal justice system including the authority to promulgate and enforce ordinances governing the conduct of persons within the jurisdiction of the tribe and to establish a reservation court and define its duties and powers; and

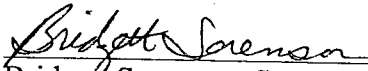
WHEREAS, the Board of Directors have determined that it is just and equitable to establish a process by which persons who have been convicted of only a single criminal offense under tribal law, and who have no subsequent convictions within the five years following their conviction, may apply to have their tribal court conviction set aside subject to appropriate limitations, standards, and procedures.

NOW, THEREFORE, BE IT RESOLVED, the Tribal Code is hereby amended by the addition of the attached new Chapter 77: Setting Aside Tribal Convictions.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom 12 members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the 18 day of August 2015; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 9 members for, 2 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.


Aaron A. Payment, Chairperson
Sault Ste. Marie Tribe of
Chippewa Indians


Bridgett Sorenson, Secretary
Sault Ste. Marie Tribe of
Chippewa Indians

CHAPTER 77:

SETTING ASIDE TRIBAL CONVICTIONS

77.101 Application to set aside conviction

(1) A person who has been convicted of not more than 1 criminal offense under Chapter 71 of the Tribal Code may file an application for the entry of an order setting aside that criminal conviction provided that:

(a) At least five years have passed following imposition of the sentence for the tribal court conviction or following completion of any term of probation, imprisonment, and/or parole for that conviction, whichever occurs later; and

(b) The person has not been convicted of and has no pending charges for any other criminal offense in tribal court or in the courts of any other jurisdiction in the United States or in any other country;

(c) The conviction sought to be set aside is not homicide in violation of §71.708, abuse of office in violation of §71.1101, or any degree of criminal sexual conduct in violation of §71.1801-1804 or any sexual offense that requires registration as a sex offender under the provisions of Chapter 72 of the Tribal Code, entitled the Sex Offender Registration and Notification Code; and

(d) The conviction sought to be set aside is not for attempt or conspiracy to commit any of the crimes listed or described in subsection (c); and

(e) The conviction sought to be set aside is not a traffic offense.

(2) A person may have only 1 conviction set aside under this section.

77.102 Contents of application

An application to set aside a conviction may be considered only if it contains the following information and is signed under oath by the person whose conviction is to be set aside:

(a) The full name and current address of the applicant.

(b) The case number of the tribal court conviction that is to be set aside.

(c) A statement that, except for the tribal court conviction sought to be set aside, the applicant has not been convicted of any other criminal offense in tribal court or in the courts of any other jurisdiction in the United States or in any other country.

(d) A statement as to whether the applicant has previously filed an application to set aside this or any other conviction and, if so, the disposition of that application.

(e) A statement as to whether the applicant has any other criminal charge pending against him or her in any court in the United States or in any other country.

(f) Two complete sets of fingerprints.

77.103 Review and consideration of application

(1) The applicant shall submit the completed application to Sault Tribe Law Enforcement ("STLE") together with a fee of \$50.00 payable to the Sault Ste. Marie Tribe of Chippewa Indians to be used by STLE to defray the expenses incurred in processing the application. STLE shall review its own records, shall conduct a LEIN search for any records relating to the applicant, and shall forward a complete set of fingerprints to the Federal Bureau of Investigation for a comparison with the records available to that agency. Upon completion of this review process, STLE shall forward the application to the tribal court and to the tribal prosecutor together with a report describing any information STLE has discovered regarding any pending charges against the applicant, any record of conviction of the applicant, and the setting aside of any conviction of the applicant, including any similar information obtained by STLE from the Federal Bureau of Investigation.

(2) Upon receipt of a copy of the completed application and STLE report, the tribal prosecutor shall review any files and records maintained by the prosecutor regarding the applicant, shall attempt to identify the victim or victims of the crime and, if such persons are identified, shall attempt to notify the victim or victims of the application. The notice shall be by first-class mail to the victim's last known address and the tribal prosecutor shall file a proof of service with the tribal court and/or a statement indicating that such persons were unable to be identified or located. The victim or victims shall have the right to appear at any hearing held by the court concerning the application and to make a written or oral statement.

(3) After the application is complete, including the filing of the STLE report and the tribal prosecutor's proof of service on any victim or victims, the tribal court may require the filing of affidavits and the taking of such proofs as it considers proper. The tribal prosecutor shall be given notice of any such proceedings and shall be provided the opportunity to contest the application.

(4) If the court determines that the circumstances and behavior of the applicant from the date of the applicant's conviction to the filing of the application warrant setting aside the conviction and that setting aside the conviction is consistent with the public welfare, the court may enter an order setting aside the conviction and any actual applicable tribal court cost as determined by the tribal court. The setting aside of a conviction under this section is a privilege and conditional; it is not a right and the determination is vested in the sound discretion of the tribal court judge.

77.104 Implementation and effect of order

(1) If the court enters an order setting aside a conviction pursuant to section 1, the applicant, for purposes of tribal law, shall be considered not to have been previously convicted, subject to the limitations and exceptions provided in this section.

(2) Upon the entry of an order pursuant to section 1, the court shall send a copy of the order to the tribal prosecutor and to STLE. STLE and the tribal prosecutor shall each retain a nonpublic record of the order setting aside a conviction and of the record of the arrest, fingerprints, conviction, and sentence of the applicant in the case to which the order applies. This nonpublic record shall be kept strictly confidential and may be made available only to the extent and in the circumstances provided in this section.

(3) If an order to set aside a conviction under section involves a conviction that has been previously reported to outside state or federal record services such as the LEIN system, STLE shall make a reasonable, good faith effort to remove the record from that record service, if such removal is permitted by the service, assuring that the record will no longer appear as part of the applicant's criminal history under that service. If removal of the record of conviction is not permitted by the outside record service or is otherwise not achievable, STLE shall instead post the set aside order to that outside system.

(4) Except as provided in subsection (3), the nonpublic record described in subsection 2 may be disclosed only for the following purposes:

(a) By STLE and the tribal prosecutor to show that a person who has filed an application to set aside a tribal court criminal conviction has previously had a conviction set aside pursuant to this act.

(b) For consideration by STLE if a person whose conviction has been set aside applies for employment with STLE.

(c) To the person whose conviction has been set aside by the order.

(5) Notwithstanding the provisions of subsection (1):

(a) The applicant is not entitled to the remission of any fine, costs, or other money paid as a consequence of a conviction that is set aside.

(b) This act does not affect the right of the applicant to rely upon the conviction to bar subsequent proceedings for the same offense.

(c) This act does not affect the right of a victim of a crime to prosecute or defend a civil action for damages.

(d) This act does not create a right to commence an action for damages for incarceration under the sentence that the applicant served before the conviction is set aside pursuant to this act.