

**BOARD OF DIRECTORS REGULAR MEETING  
KEWADIN CASINOS CONVENTION CENTER  
SAULT STE. MARIE, MICHIGAN  
MINUTES  
DECEMBER 5, 2022**

This meeting was opened at 5:03 p.m. by Vice-Chairman, Austin Lowes.

Present: Lana Causley, Michael McKerchie, Kimberly Lee, Betty Freiheit, Darcy Morrow, Austin Lowes, Tyler LaPlaut, Bridgett Sorenson, Isaac McKechnie, Shawn Borowicz, Robert McRorie, and Kimberly Hampton.

**Moved by Director LaPlaut, supported by Director Freiheit, to approve the agenda as read. Motion carries unanimously.**

**Moved by Director LaPlaut, supported by Director Sorenson, to suspend the rules and add three Resolutions:**

- 1. Exception to Temporary Hold on ARPA Fund Projects**
- 2. Authorizing a Limited Waiver of Sovereign Immunity and Consent to Jurisdiction as Required to Obtain a Liquor License from the Michigan Liquor Control Commission**
- 3. Authorizing a Limited Waiver of Sovereign Immunity and Consent to Jurisdiction as Required to Obtain a Lottery Retailer License from the Michigan Bureau of State Lottery**

**Motion carries unanimously.**

**Moved by Director Causley, supported by Director LaPlaut, to approve the Meeting Minutes from:**

- 1. 08/30/2022**
- 2. 09/06/2022**
- 3. 09/13/2022**
- 4. 09/20/2022**
- 5. 09/27/2022**
- 6. 10/04/2022**
- 7. 10/18/2022**
- 8. 10/25/2022**
- 9. 11/01/2022**
- 10. 11/08/2022**

**Motion carries unanimously (with technical amendments).**

**Moved by Director Sorenson, supported by Director LaPlaut, to approve Resolution 2022-344, Continuing Funding Authority for Fiscal Year 2023 January to December**

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors approves continuing funding for the attached cost centers for fiscal year 2023, at their 2022 spending levels, for a period not to exceed March 31, 2023.

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

**Moved by Director Sorenson, supported by Director LaPlaunt, to approve Resolution 2022-345, ARPA – Proprietary Capital Projects Establishment of FY2022 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2022 budget for ARP A - Proprietary Capital Projects with ARP A Federal Revenue of \$2,820,000.00. No effect on Tribal Support.

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

**Moved by Director Sorenson, supported by Director Morrow, to approve Resolution 2022-346, ARPA – Revenue Loss Establishment of FY2022 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2022 budget for ARPA - Revenue Loss with ARPA Federal Revenue of \$17,054,128.31. No effect on Tribal Support.

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

**Moved by Director Causley, supported by Director Sorenson, to approve Resolution 2022-347, Fisherman’s Fund Establishment of Fy2023 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2023 budget for Fisherman’s Fund with Other Revenue monies of \$32,714.19. No effect on Tribal Support.

**Motion carries unanimously.**

**Moved by Director Causley, supported by Director Sorenson, to approve Resolution 2022-348, MEDC Epoufette Harbor Development Project Establishment of FY 2023 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2023 budget for MEDC Epoufette Harbor Development Project with State of Michigan monies of \$40,000.00. No effect on Tribal Support.

**Motion carries unanimously.**

**Moved by Director Sorenson, supported by Director Morrow, to approve Resolution 2022-349, NRCS Epoufette Harbor Access Road Project Establishment of FY 2023 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2023 budget for NRCS Epoufette Harbor Access Road Project with Federal USDA monies of \$21,598.00. No effect on Tribal Support.

**Motion carries unanimously.**

**Moved by Director LaPlaunt, supported by Director McKerchie, to approve Resolution 2022-350, ACFS Division – Social Work FY 2022 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2022 budget modification to Social Work for a change to the personnel sheet. No effect on Tribal Support.

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

**Moved by Director Sorenson, supported by Director LaPlaunt, to approve Resolution 2022-351, Authorization for Property Acquisition – St. Ignace, MI Evergreen Shores.**

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Sault Tribe Housing Authority, through Sault Tribe Inc. (STI), or its designee, to negotiate the purchase of the Property legally described herein on behalf of the Tribe with STHA non-program income funds.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the acquisition of the Property in the Tribe's name and authorize the Legal Department to initiate a fee to trust application with the Bureau of Indian Affairs after acquisition of the Property to be placed in trust for the specific purpose of furthering the mission of the STHA.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians shall lease the Property to the STHA for their sole management and use.

BE IT FINALLY RESOLVED, upon successful negotiations, the Board of Director authorizes the Tribal Vice-Chairman, or his designee, to sign any and all documentation to complete the purchase of the Property using STHA nonprogram income funds.

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

**Moved by Director Causley, supported by Director Sorenson, to approve Resolution 2022-352, Sault Tribe Youth Health Survey.**

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 conduct a Sault Tribe Youth Health Survey to all Tribal youth, ages 12 to 17, residing in the 7-county service area, using labels generated from Tribal enrollment, or by electronic data base shared by Tribal enrollment with Michigan Public Health Institute.

BE IT FINALLY RESOLVED, that the MIS and Enrollment Departments are authorized and directed to cooperate with the Health Division in generating the database, lists, and labels for this project.

**Motion carries unanimously.**

**Moved by Director LaPlaunt, supported by Director McRorie, to approve Resolution 2022-353, Adopting Tribal Code Chapter 102: Non-Profit Ordinance.**

NOW, THEREFORE BE IT RESOLVED, that the Board of Directors hereby adopts and approves the Non-Profit Ordinance, incorporated herein by reference, to be established as Chapter 102 of the Tribal Code.

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

**Motion carries; Directors Morrow and Causley abstaining.**

**Moved by Director McRorie, supported by Director LaPlaut, to approve Resolution 2022-354, Exception to Temporary Hold on ARPA Fund Projects.**

NOW, THEREFORE BE IT RESOLVED, that the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors hereby authorizes and directs all projects, to include units two, three, and four, that have previously been approved through the appropriate procedures and protocols of the Tribe are authorized to proceed with continued development of the projects.

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

**Roll Call Vote: Motion carries with Directors Lee, Borowicz, Morrow, McRorie, Causley, Hampton, McKerchie, LaPlaut, and Sorenson approving; Directors Freiheit and McKechnie opposing.**

**Moved by Director Sorenson, supported by Director LaPlaut, to approve Resolution 2022-355, Authorizing a Limited Waiver of Sovereign Immunity and Consent to Jurisdiction as Required to Obtain a Liquor License from the Michigan Liquor Control Commission.**

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

Section 1 **RECITALS**

1.1 The Sault Ste. Marie Tribe of Chippewa Indians (the “Tribe”) purchased the BP gas station located at 301 W. Fair Avenue, Sault Ste. Marie, Michigan (the “gas station”), The purchase included the transfer of a liquor license issued by the Michigan Liquor Control Commission (“Commission”) for the gas station.

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

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

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

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

2.1 **Limited Waiver of Sovereign Immunity and Consent to Jurisdiction.** The Tribe waives its sovereign immunity and consents to the Commission’s jurisdiction solely for the limited purpose of allowing the Commission to enforce the terms and requirements of the Michigan Liquor Control Code of 1998, as amended, and the administrative rules promulgated thereunder against the Tribe for its operation, management, and business activities at the gas station involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, and its liquor license. This limited waiver applies to any Tribal sovereign immunity that may be asserted or claimed on behalf of the Tribe’s officers, employees, clerks, representatives, and agents for the operation, management, and business



activities at the gas station involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, and its liquor license.

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

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

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

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

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

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

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

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

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

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

2.10 **Revoking, Rescinding, Altering, or Rendering this Resolution Ineffective.** The Tribe understands and agrees that, if this resolution is revoked, rescinded, altered, or made otherwise ineffective while the Tribe owns, operates, manages, or engages in business activities at the gas station involving the purchase, sale, transportation, and/or dispensing of liquor, beer, and/or wine, or a liquor license, the Commission may initiate disciplinary proceedings, including proceedings to summarily suspend and/or revoke the liquor license for the gas station.

Section 3 **WAIVER OF TRIBAL COURT JURISDICTION**

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

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

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

**Moved by Director LaPlaunt, supported by Director Sorenson, to approve Resolution 2022-356, Authorizing a Limited Waiver of Sovereign Immunity and Consent to Jurisdiction as Required to Obtain a Lottery Retailer License from the Michigan Bureau of State Lottery.**

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

Section 1 **RECITALS**

- 1.5 The Sault Ste. Marie Tribe of Chippewa Indians (the "Tribe") purchased the BP gas station located at 301 W. Fair Avenue, Sault Ste. Marie, Michigan (the "gas station"), as a wholly owned governmental instrumentality of the Tribe. The Tribe wishes to apply for a lottery retailer license issued by the Michigan Bureau of State Lottery ("Bureau") for the gas station.
- 1.6 The Bureau requires the governing body of a federally recognized Indian tribe to adopt a resolution or otherwise take the steps required under Tribal law to authorize a limited waiver of Tribal sovereign immunity and consent to the Bureau's jurisdiction before it can issue a lottery retailer license pursuant to the McCauley-Traxler-Law-Bowman-McNeeley Lottery Act, MCL 432.1 *et seq.* ("the Act"), the rules promulgated thereunder, directives issued by the Bureau, the retailer contract, and administrative proceedings.
- 1.7 In order for the Bureau to issue a lottery retailer license for the Tribe to sell the Bureau's products at the gas station, the Tribe pledges herein not to claim or assert Tribal sovereign immunity, exclusive Tribal Court jurisdiction, or the non-applicability of the Act, the rules promulgated thereunder, directives issued by the Bureau, and the retailer contract, with respect to any disputes, claims, issues, or causes of action between the Bureau and Tribe that might arise from, or relate to, in any respect, the operation, management, and business activities at the gas station involving the sale of Bureau products, as limited below. All of the foregoing are referred to herein as "Waiver and Consent Obligations."
- 1.8 It is in the Tribe's interest to resolve as stated herein.

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

- 2.1. **Limited Waiver of Sovereign Immunity and Consent to Jurisdiction.** The Tribe waives its sovereign immunity and consents to the Bureau's jurisdiction solely for the limited purpose of allowing the Bureau to enforce the terms and requirements of the Act, the rules promulgated thereunder, directives issued by the Bureau, and the retailer contract, and administrative proceedings related thereto against the Tribe for its operation, management, and business activities at the gas station involving the sale of Bureau products. This limited waiver applies to any Tribal sovereign immunity that may be asserted or claimed on behalf of the Tribe's

- officers, employees, clerks, representatives, and agents for the operation, management, and business activities at the gas station involving the sale of Bureau products.
- 2.2. **Actions by Those Working with or on Behalf of the Bureau.** The Tribe recognizes and agrees that this limited waiver of Tribal sovereign immunity and consent to the Bureau's jurisdiction is intended to allow any individuals working for or on behalf of the Bureau, including the Bureau's members, employees, and attorneys, as well as any state or local law enforcement agency or its staff, to enforce the Act, the rules promulgated thereunder, directives issued by the Bureau, and the retailer contract, and administrative proceedings in connection with the operation, management, and business activities at the gas station involving the sale of Bureau products.
  - 2.3. **Limits on the Waiver of Tribal Sovereign Immunity.** This limited waiver of Tribal sovereign immunity and consent to the Bureau's jurisdiction does not extend to any claim or action against any other instrumentality of the Tribe, person or entity, other state licenses that the Tribe may possess, including other lottery retailer licenses, or to any issue arising under the Tribe's gaming compact with the State of Michigan in its current form as it may be amended or superseded in the future. Nor shall this limited waiver of Tribal sovereign immunity and consent to the Bureau's jurisdiction be deemed a waiver of any other of the rights, privileges, or immunities of any other person or entity.
  - 2.4. **No Expanded Scope Without the Board of Directors' Express, Written Consent.** This limited waiver of sovereign immunity and consent to the Bureau's jurisdiction may not be expanded beyond the scope stated in this resolution without the Board of Directors' express, written consent on behalf of the Tribe.
  - 2.5. **Governing Law.** The Tribe agrees to be bound by, and to comply with the Act, the administrative rules promulgated thereunder, directives, retailer contract, and administrative proceedings in the same manner as any other licensee of the Bureau without Tribal sovereign immunity.
  - 2.6. **Enforcement.** The Tribe agrees that the Bureau may seek and/or impose any legal, equitable, or other relief or penalties, including fines and the seizure and forfeiture of contraband, authorized by the Act, the administrative rules promulgated thereunder, directives, retailer contract, and administrative proceedings without limitation.
  - 2.7. **No Specific Pledge of Assets.** To the extent that the Bureau seeks to recover any unpaid fees or fines, no specific pledge of assets is required if the fees or fines can be satisfied or otherwise recovered from the gas station, including its real property.
  - 2.8. **Effective Date.** This limited waiver of Tribal sovereign immunity takes effect upon the date that Bureau issues a lottery retailer license for the Tribe to sell the Bureau's products at the gas station. This limited waiver of Tribal sovereign immunity remains in effect as long as the Tribe, or any assignee of the Tribe's rights, holds any lottery retailer license issued by the Bureau under the Act, the administrative rules promulgated thereunder, directives, and retailer contract, at the gas station.
  - 2.9. **Survival.** This limited waiver of Tribal sovereign immunity shall survive until the *later* of either one of the following two circumstances:
    - 2.9.1. The conclusion of any legal proceedings by or against the Tribe for its operation, management, and business activities at the gas station involving the sale of Bureau products.
    - 2.9.2. The Tribe permanently ceases to own, operate, manage, or engage in business activities at the gas station involving the sale of Bureau products, the Tribe has fulfilled any obligation to pay the Bureau, and any Bureau equipment and products have been returned.
  - 2.10. **Revoking, Rescinding, Altering, or Rendering this Resolution Ineffective.** The Tribe understands and agrees that, if this resolution is revoked, rescinded, altered, or made otherwise ineffective while the Tribe owns, operates, manages, or engages in business activities at the gas



station involving the sale of Bureau products, the Bureau may initiate disciplinary proceedings, including proceedings to summarily suspend and/or revoke the lottery retailer license for the gas station.

**Section 3 WAIVER OF TRIBAL COURT JURISDICTION**

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

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

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

**Moved by Director McKerchie, supported by Director McKechnie, to accept the resignation of Kristyn Libby from the Election Committee, and declaring the seat vacant. Motion carries; Directors Morrow, Causley, and Sorenson opposing.**

**Moved by Director Sorenson, supported by Director Morrow, to accept the resignation of Unit One Director Michael McKerchie from the Child Welfare Committee, and declaring the seat vacant. Motion carries; Director McKerchie abstaining.**

**Moved by Director Sorenson, supported by Director Morrow, to appoint to the Child Welfare Committee, Unit One Director Robert McRorie – Board of Directors Member, 1-year term, expiring December 2023. Motion carries; Director McRorie abstaining.**

**Moved by Director McRorie, supported by Director LaPlaunt, to approve Interim Key Employee, Board Administrator. Roll Call Vote: Motion carries with Directors Sorenson, LaPlaunt, McKechnie, Borowicz, McKerchie, Lee, Hampton, McRorie, and Freiheit approving; Directors Morrow and Causley abstaining.**

Adjourned

Date: 11/3/23

Secretary: 

Others Present: Katelynn Griffin, Jennifer Clerc, Christine McPherson, Jessica Dumback, Robert Schulte, and Jeremy Patterson.