

## ROLL CALL MATRIX

Meeting Date: 9-30-08

P	A	Res. Number	186	187	188	189	190	191	192	193	194
		2008 -									
		Unanimous		U		Y	Y	Y	Y	Y	Y
✓		Cathy Abramson	2Y	2	2Y	2			2		
✓		Joe Eitrem	Y		Y				1		
	✓	Bernard Bouschor	_____								
✓		DJ Hoffman	N		Y	1				1	
✓		Dennis McKelvie	Y		Y						
✓		Lana Causley	Y		Y		2				
✓		Bob LaPoint	Y		N						2
✓		Keith Massaway	1Y		1Y		1	1			1
✓		Pat Rickley	Y		Y						
✓		Denise Chase	Y	1	Y			2			
✓		Tom Miller	Y		Y					2	
✓		Shirley Petosky	Y		Y						
✓		Joe McCoy									

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

# ROLL CALL MATRIX

Meeting Date: 9-30-08

P	A	Res. Number	195	196	197	198	199	200	201	202	203
		2008									
		Unanimous	U	Y	Y	Y	Y	Y	Y	Y	Y
✓		Cathy Abramson	1		2	2					
✓		Joe Eitrem				1	2				
	✓	Bernard Bouschor	-----								
✓		DJ Hoffman	2								1
✓		Dennis McKelvie									
✓		Lana Causley							2		
✓		Bob LaPoint									
✓		Keith Massaway		2			1		1	1	
✓		Pat Rickley								2	
✓		Denise Chase			1			1			
✓		Tom Miller		1				2			2
✓		Shirley Petosky									
✓		Joe McCoy									

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

# ROLL CALL MATRIX

Meeting Date: 9-30-08

P	A	Res. Number	204	205	206	207				
		2008	204	205	206	207				
		Unanimous	4	4						
✓		Cathy Abramson			N	Y				
✓		Joe Eitrem			Y	Y				
	✓	Bernard Bouschor	-----							
✓		DJ Hoffman		1	Y	N				
✓		Dennis McKelvie			N	Y				
✓		Lana Causley	1		Y	Y				
✓		Bob LaPoint			N	Y				
✓		Keith Massaway	2	2	1Y	1Y				
✓		Pat Rickley			2Y	Y				
✓		Denise Chase			N	N				
✓		Tom Miller			Y	2Y				
✓		Shirley Petosky			N	Y				
✓		Joe McCoy								

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



RESOLUTION NO: 2008-186

FY 2008 COMMUNITY CARE CLINIC  
SEPTEMBER 2008

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**Government  
Services**

**Membership  
Services**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2008 Budget Modification for the Community Care Clinic. The overall under spending, which includes the pay adjustment for the Part-time Physician Assistant retroactive to January 1, 2008, results in a savings of \$19,002.54.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
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RESOLUTION NO: 2008-187

FY 2008 MANISTIQUE HEALTH CLINIC  
SEPTEMBER 2008

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BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the staff changes for the Budget Modification to Manistique Health Clinic, with no effect on expenses.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



RESOLUTION NO: 2008-188

**FY 2008 BIG BEAR FITNESS CENTER  
SEPTEMBER 2008**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the attached FY 2008 budget modification for Big Bear Fitness Center, funded by Other Revenue of \$30,921.

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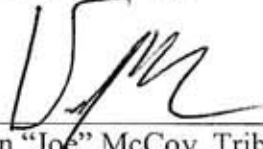
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**Government  
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**Membership  
Services**

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians

**Big Bear – Fitness Center  
FY 2008 Budget Modification  
September 2008**

**1218 Fitness Center:** Request to establish a budget for the 3 remaining months in FY 2008 with Other Revenue of \$25,189. The Fitness Center is being moved from CC# 4376, which was under the Health Center and operated on an Oct – Sept fiscal year, to CC# 1218, which is under the Big Bear and operated on a Jan – Dec fiscal year.

The projected budget is as follows: Other Revenue is \$30,921 and Total Expenses is \$25,189, which makes a Net Income of \$5,732. Salaries \$14,365, Fringe \$1,613, Direct Services \$100, Supplies \$1,225, Training \$90 (CPR), Space Costs \$3,068, Utilities \$504, Equipment \$600 (replacement of anything damaged/old), and Other Expenses of \$3,324. Other Expenses includes Copier, Credit Card Charges, Dues and Subscriptions, Postage, Maintenance Agreements, and Cost of Goods (Beverages).



RESOLUTION NO: 2008-189

FY 2008 EXCESS BRIDGE FUNDS  
SEPTEMBER 2008

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the attached budget modification to establish a budget for Excess Bridge Funds, in the amount of \$64,925.40.

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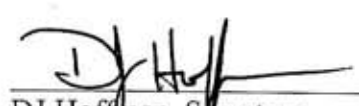
**Government  
Services**

**Membership  
Services**

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



**Excess Bridge Funds**  
**FY 2008 Budget Modification**  
**September 2008**

**Excess Bridges: Request to establish budget with Other Revenue - Fund Balance monies \$64,925.40.** The Excess Bridges funds were established from BIA funds remaining from the Bridge projects. The BIA gave permission for the funds to be used by the Tribal for any project. Over the past several years, several budgets have been presented to the Board for the use of the funds, but with lack of follow through on the projects, the funds have not been expended. The proposed budget will cover the cost for the following projects, which currently have been completed, purchase of Ford Truck (to be leased to Tribal entity), matching funds for the Nature Trail at the Culture Camp, and the Water/Sewer project. This proposed budget will deplete the excess funds and close this program.



RESOLUTION NO: 2008-190

FY 2008 YOUTH EDUCATION & ACTIVITIES  
SEPTEMBER 2008

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**Government  
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BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2008 Budget Modification for Youth Education & Activities, for the additional funding, of \$32,000.00, from Housing Authority and the reduction in Tribal Support.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Loe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



RESOLUTION NO: 2008-191

FY 2009 STRATEGIC ALLIANCE FOR HEALTH  
SEPTEMBER 2008

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for Strategic Alliance for Health, funded by a \$160,000.00 grant received from The Center of Disease Control, and allow for the required staffing of this program.

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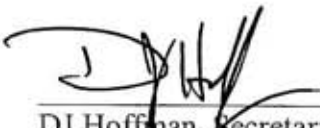
**Government  
Services**

**Membership  
Services**

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
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RESOLUTION NO: 2008-192

FY 2009 TRADITIONAL HEALTHY ENVIRONMENTS  
SEPTEMBER 2008

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**Government  
Services**

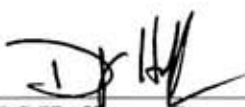
**Membership  
Services**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for Traditional Healthy Environments, funded by a \$90,909.00 grant received from The Center of Disease Control, and allow for the required staffing of this program.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians





RESOLUTION NO: 2008 - 193

FY 2009 PHN CASE MANAGEMENT  
SEPTEMBER 2008

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**Government  
Services**

**Membership  
Services**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for PHN Case Management, funded by a \$150,000.00 grant received from Indian Health Services, and allow for the required staffing of this program.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
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DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
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RESOLUTION NO: 2008-194

FY 2009 EMERGENCY PREPAREDNESS  
SEPTEMBER 2008

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**Government  
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**Membership  
Services**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for Emergency Preparedness, funded by \$62,382.97 received from the State of Michigan, and allow for the required staffing of this program.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



RESOLUTION NO: 2008-195

FY 2009 EPA GAP  
SEPTEMBER 2008

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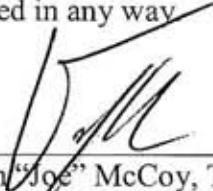
**Government  
Services**


**Membership  
Services**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget for EPA GAP, funded by grant received from the Environmental Protection Agency (\$96,442.83 for FY 2009), and allow for the required staffing of this program.

### CERTIFICATION

We, the undersigned, as Chairman 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 30 day of September 2008; 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

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



RESOLUTION NO: 2008-196

FY 2009 EMPLOYMENT BUDGET MODIFICATIONS  
SEPTEMBER 2008

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the attached FY 2009 Budget Modifications for SYEP and SYEP Administration, reducing Federal Revenue \$9,596 to actual award amounts.

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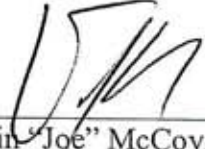
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**Government  
Services**

**Membership  
Services**

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



**Employment**  
**FY 2009 Budget Modification**  
**September 2008**

**2671 SYEP:** Request to decrease Federal Revenue \$8,156. The decrease is the actual award less the amount spent in FY 2008. Decrease salaries \$6,500 and fringe \$1,656.

**2651 SYEP:** Request to decrease Federal Revenue \$1,440. The decrease is the actual award less the amount spent in FY 2008. Decreased salaries \$450, fringe \$87, supplies \$100, travel \$200, space costs \$257, utilities \$20, other \$160, and indirect \$166.



RESOLUTION NO: 2008-197

FY 2009 SAULT TRIBE ALIVE YOUTH PROJECT (STAY)  
SEPTEMBER 2008

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**Government  
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Services**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2009 budget of \$479,632 for STAY, a grant received from Health and Human Services – Substance Abuse and Mental Health Services Administration.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



RESOLUTION NO: 2008-198

**CONTINUING FUNDING AUTHORITY FOR FISCAL YEAR  
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

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WHEREAS, the Board of Directors and tribal staff have completed the process of reviewing budgets for their respective budget year 2009; and

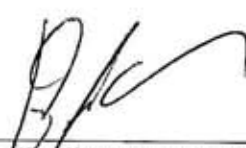
WHEREAS, the attached cost center list, with fiscal year September to August, for budget year 2009 is still under review and will not be completed until after fiscal year start date of September; and

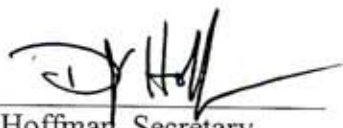
WHEREAS, the Board of Directors wants to ensure that services are not left unfunded for a period between expiration of the fiscal year 2008 budgets and approval of the fiscal year 2009 budgets.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves continuing funding for the attached cost center for fiscal year 2009, at their 2008 spending levels, for a period not to exceed 90 days.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin Joe McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians

## September to August Fiscal Program

Cost Center #	Division	Program/Cost Center Name
4480	Victims Services	Tribal Governments
2230	EDU	Early Head Start
2233	EDU	Early Head Start - BIA
3070	EDU	Head Start - HHS
3071	EDU	Head Start - BIA
3601	HEALTH	Women and HIV Grants





RESOLUTION NO: 2008-199

**CONTINUING FUNDING AUTHORITY FOR FISCAL YEAR  
OCTOBER TO SEPTEMBER**

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

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WHEREAS, the Board of Directors and tribal staff have completed the process of reviewing budgets for their respective budget year 2009; and


WHEREAS, the attached cost center list, with fiscal year October to September, for budget year 2009 is still under review and will not be completed until after fiscal year start date of October; and


WHEREAS, the Board of Directors wants to ensure that services are not left unfunded for a period between expiration of the fiscal year 2008 budgets and approval of the fiscal year 2009 budgets.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves continuing funding for the attached cost center for fiscal year 2009, at their 2008 spending levels, for a period not to exceed 90 days.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians

## October to September Fiscal Program

Cost Center #	Division	Program/Cost Center Name
2560	ACFS	Child Care
2620	ACFS	LIEAP
2621	ACFS	LIEAP
2623	ACFS	LIEAP - Leveraging
2625	ACFS	LIEAP - Tribal Charities
2740	ACFS	USDA
2800	ACFS	Child Care Development Fund
2805	ACFS	Child Care Development Fund
2820	ACFS	Community Service Block Grant
2821	ACFS	Community Service Block Grant
3121	ACFS	ICWA Title IV - New Money
3191	ACFS	Subpart IV - B 2
3700	ACFS	Adolescent Treatment
3701	ACFS	Adolescent In Home
2550	Victims Services	Victim's Assistance
3720	Cultural	Cultural Library
3510	ELDER	Hessel Elderly Meals
3511	ELDER	St. Ignace Meals
3513	ELDER	Manistique Elderly Meals
3551	ELDER	Title III B Personal Care
3553	ELDER	Title III D Homemaker
2441	HEALTH	HIV Prevention
3380	HEALTH	BCCC Program
3560	HEALTH	STEPS Grant
3710	HEALTH	Community Care Clinic
3971	HEALTH	Emergency Preparedness
4150	HEALTH	HC - Tribal Support
4300	HEALTH	Contract Health Services
4340	HEALTH	Community Health Technician
4350	HEALTH	Community Health Nurse
4360	HEALTH	Health Center - Administration
4361	HEALTH	Health Center - Optical
4362	HEALTH	Health Center - Medical/Nursing
4363	HEALTH	Health Center - Dental
4364	HEALTH	Health Center - Pharmacy
4365	HEALTH	Health Center - Laboratory
4366	HEALTH	Health Center - X ray
4370	HEALTH	Health Center - Housekeep/Maintenance
4371	HEALTH	Health Center - Property/Supply
4372	HEALTH	Health Center - Maint/Improv/COutlays

Cost Center #	Division	Program/Cost Center Name
4373	HEALTH	St. Ignace Clinic
4374	HEALTH	Health Education - Community Health
4377	HEALTH	Manistique Health Center
4378	HEALTH	Munising Health Center
4382	HEALTH	Traditional Medicine
4383	HEALTH	Kinross Community Care Clinic
4389	HEALTH	Newberry Community Health
4390	HEALTH	Escanaba Community Health
4430	HEALTH	Nutrition Services
4431	HEALTH	MSU Extension Grant
4440	HEALTH	Diabetes
4441	HEALTH	I.H.S. Special Diabetes
4450	HEALTH	Diabetes - Carido
4110	Fisheries	Fish Marketing USDA
4182	Fisheries	CEM 04/05
4320	FUND	Third Party Revenue
4130	GOV	Environmental Health - IHS Contract
4170	GOV	EPA Water Quality
2760	Mental Health	American Indian Substance Abuse
3090	Mental Health	Mental Health Council
4310	Mental Health	Mental Health
4330	Mental Health	I.H.S. After Care
4200	Tribal Court	Juvenile Probate Officer



NATIONAL CENTER FOR EDUCATION RESEARCH GRANT



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 U.S. Department of Education, Institute of Education Sciences is seeking proposals to identify effective strategies for improving the performance of current classroom teachers in ways that increase student learning and school achievement; and

WHEREAS, the over-arching priority of the Institute is research that contributes to improved academic achievement for all students, particularly for those whose education prospects are hindered by inadequate education services and conditions associated with poverty, race/ethnicity, limited English proficiency, disability, and family circumstance; and

WHEREAS, there is a need for quality research in teacher effectiveness which can then improve academic outcomes in Reading and Writing for Native American students; and

WHEREAS, the Sault Tribe recognizes that due to its membership size and service delivery area, it can serve as an optimal location for which such education research can take place; and


WHEREAS, the Sault Tribe strives to assert its sovereignty by facilitating the development and implementation of education research intended to involve our tribal population; and


NOW THEREFORE BE IT RESOLVED, the Sault Ste. Marie Tribe of Chippewa Indians supports the submission of a National Center for Education Research grant application to the Institute of Education Sciences in the amount of \$600,000 for a two-year project period to identify exemplary teacher effectiveness strategies which have a positive impact on Native American student outcomes in the areas of Reading and Writing.

BE IT FURTHER RESOLVED, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes Darwin Joe McCoy, Tribal Chairman, or his duly authorized representative to sign, negotiate, amend, and execute any agreement thereof for the National Center for Education Research grant.

CERTIFICATION

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
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Government Services

Membership Services





RESOLUTION NO: 2008-201

**ADOPTION OF PURCHASING POLICY STATEMENT  
FOR THE SAULT STE. MARIE TRIBE OF CHIPPEWA INDIANS**

WHEREAS, the Board of Directors of the Sault Ste. Marie Tribe has in the past had a variety of patchwork bid and procurement policies; and

WHEREAS, it is necessary, in order to ensure that each contract is awarded based upon lowest cost and highest value, and;

WHEREAS, the Board of Directors has determined that procurement and bidding should be run through one central department when possible; and

NOW, THEREFORE, BE IT RESOLVED, that no tribal department, committee, agency or instrumentality, shall have the authority to place new procurement or services contracts without having the procurement process run by the Purchasing Department, pursuant to attached Purchasing Policy et al addendums.

BE IT FURTHER RESOLVED, that this resolution shall not be construed to prohibit the tribal enterprises from continuing to purchase goods for resale based upon qualities other than cost.

BE IT FURTHER RESOLVED, that the Purchasing Policy et al addendums, as attached, is hereby adopted.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
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**Government  
Services**

**Membership  
Services**

Sault Ste. Marie Tribe of Chippewa Indians  
Purchasing Group

Drafted By: Tonya Henderson  
Submitted By: Bradley R Pringle  
Approved By: Pending BOD

Title

**Tribal Purchasing Policy**

Effective Date: 08/05/2008

**SECTION I: MISCELLANEOUS**

**1.1 Purpose.** This policy is adopted by the Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") in order to codify procurement practices. This policy is intended to include the purchasing of goods and services. The selection of vendor shall be conducted with the goal of purchasing with responsible vendors who have the technical and financial competence to perform in a professional manner, and who have a satisfactory record of integrity.

**1.2 Scope.** This policy is intended to cover all purchases made by the Tribe listed on Addendum A.-Purchasing Guide Inclusions

**1.2.1 Exclusions.** This policy does not govern the purchases made by the Tribe listed on Addendum B-Purchasing Guide Exclusions.

**1.2.2 Exceptions.** Purchases are exempt from this policy if the grant or funding sources specifies otherwise. If the funding source allows the Tribe to select between this policy and another procedure for purchase, the Tribe shall choose to follow this policy unless good cause exists not to.

**1.3 Implementation/Operation.** The duties called for under this policy shall be carried out, and where necessary, enforced by the Purchasing Department. If the policy delegates a duty to a stated department, program, or position, then that delegation controls.

**SECTION II: PURCHASE OF GOODS OR SERVICES OVER \$3,000**

**2.1 General.** All requests for goods or services, not covered by a contractual agreement, with an estimated total purchase price of over \$3,000, will require formal solicitation of bids as set forth below.

*2.1.1. All requests for goods and/or services for Sault Tribe Construction, not covered by a contractual agreement, with an estimated total purchase price of over \$5,000 will require formal solicitation of bids as set forth below.*



Sault Ste. Marie Tribe of Chippewa Indians  
Purchasing Group

**2.2 Invitation/Solicitation.**

**2.2.1.** A Request for Pricing (RFP) will be issued to at least 3 potential vendors. (In the case in which less than 3 vendors can not be obtained, disclosure must be made on the Bid Recommendation.) The RFP shall contain the specifications, as well as the major terms and conditions applicable to the purchase.

**2.2.2** A minimum of two suppliers is acceptable for verbal requests, providing the Purchasing Agent is familiar with the market and prices of the good/service in question. In the case of proprietary items, more than one price is often not possible and should be noted on the Bid Recommendation.

**2.2.3** The RFP shall be expedited in accordance with the following: (1) should be given as early in the process as practical; (2) shall state the scope of work; (3) deadline for response from vendor; (4) contact information for any questions; (5) form of bid response, such as sealed or unsealed; and (6) date and time of bid opening, if applicable.

**2.2.2.1.** All RFP's for service with an estimated dollar amount of over \$10,000 must be sealed.

**2.2.2.2.** All RFP's for goods with an estimated dollar amount of over \$50,000 must be sealed.

**2.3 Bid Openings.**

**2.3.1** All sealed bids will be time and date stamped, but not opened and stored in a secure place until bid opening. A bidder may withdraw his/her bid at any time prior to the bid opening.

**2.3.2** Bid openings are to be conducted by the Purchasing Department. Representation from the Requesting Department may also attend. Vendors that submitted proposals are welcome to attend. Bid openings will only determine the *apparent* low bidder. *Apparent* low bidder is defined as the bidder with lowest submitted bid. Criteria to determine the *actual* low bidder include, but are not limited to the following: warranty, set-up/delivery costs, payment terms, production facilities, etc. The *actual* low bidder will be determined as defined in subsequent sections.

**2.3.3** Information contained in a particular bid shall be made public only as follows: (1) The Purchasing Department, in concurrence with the Requesting Department (who may rely on contracted professionals), shall determine what information shall be read aloud at the bid opening.

## Sault Ste. Marie Tribe of Chippewa Indians Purchasing Group

**2.4 Amendments to Bids.** After the bid opening, corrections to bids shall be permitted only if the vendor can show by clear and convincing evidence that a mistake, error, or omission of a non-judgmental character was made. The vendor must demonstrate the nature of the mistake and must demonstrate the bid price actually intended.

**2.5 Acceptance or Rejection.** The Purchasing Department shall have the right to reject any and/or all bids, to waive irregularities in bidding, and to accept bids which do not conform in every respect to the bidding requirements. *Bids which are accepted in this manner must be reported to the Chairperson/CEO, Tribal CFO, Associate Executive Director, or the Tribal Casino COO via a Bid Recommendation with full disclosure as to the reasons of the decision.*

**2.6 Negotiations.** In situations where negotiations are deemed necessary, negotiations will be conducted by the Purchasing Department with the vendors who have a reasonable chance of being selected for award based on evaluation against technical and price factors specified in the RFP. Negotiations may be conducted with representation from the Requesting Department.

The purpose of negotiations is to seek clarification with regard to deficiencies in both the technical or price aspects of their bid. This is to ensure full understanding of conformance to the requirements outlined in the scope of work.

**2.7 Recommendation.** After an evaluation of proposed revisions, if any, the Purchasing Department shall award the bid to the responsible vendor whose qualifications, price, and other factors, is the most advantageous to the Tribe. The Purchasing Agent will prepare a Bid Recommendation, which may include, but is not limited to the following: (1) Name of Vendors solicited; (2) final price of product/service; (3) warranty information; (4) details regarding the solicitation; (5) Vendor recommended; (6) applicable cost savings; and (7) length of time that pricing is valid. All applicable information will be forwarded to the Requesting Department.

**2.7.1 Concurrence.** If the Requesting Department concurs with the recommendation made by the Purchasing Department, the appropriate individual that has been authorized to make the purchase will sign the recommendation and return to the Purchasing Department attached to a completed requisition.

**2.7.2 Non-concurrence.** If the Requesting Department does not concur with the recommendation made by the Purchasing Department, the Requesting Department has the sole obligation of obtaining written approval from the Tribal Chairperson/CEO, Tribal CFO, Associate Executive Director, or Tribal Casino COO. The written approval must be attached to the Bid Recommendation and returned to the Purchasing Department.

**2.8 Challenge.** *A vendor may challenge a determination made under this Section. Within five (5) business days of date on notification of non-award letter, an aggrieved*



Sault Ste. Marie Tribe of Chippewa Indians  
Purchasing Group

*vendor may submit in writing a request for an informal hearing to challenge the determination of non-award. Any challenges received beyond the five (5) days shall not be considered. All challenges shall be submitted to the Director of Purchasing. The Director will convene a committee consisting of a representative(s) of the Requesting Department and the Purchasing Department. If the parties assigned to this committee deem it necessary, they may invite any representative from another tribal department or program. In addition, they also may invite any individual who they feel may offer some guidance on a given issue. The Committee shall issue a written decision in the matter.*

**SECTION III: LOWEST BIDDER**

**3.1 General.** The lowest bidder shall be the vendor submitting the lowest "real cost" bid. Real cost is determined by evaluation of unit cost, delivery/warehousing fees, set-up fees, rebates, warranties, etc.

**3.2 Ability to provide.** The Requesting Department and Purchasing Department, with assistance from other tribal departments, programs, or individuals as deemed necessary, shall determine whether the vendor is capable of providing the goods/services as described in the RFP and/or Scope of Service in a satisfactory manner.

**3.3 Vendor Qualification.** A prospective vendor shall submit, upon request, sufficient evidence that demonstrates the vendor has the technical, administrative, and financial capability to carry out the requirements of the RFP and/or Scope of Service, within the time and location requested.

**SECTION IV: NATIVE PREFERENCE**

**4.1 "Indian Economic Enterprise"** means any business entity which is at least 51 percent owned by one or more members of a federally recognized Indian Tribe; and has one or more of the tribe members involved in the daily business management of the economic enterprise; and a majority of the earnings from said Economic Enterprise benefits said member or members.

**4.2 Eligibility/Certification.** The vendor claiming to be an Indian Economic Enterprise must have satisfied the requirements of eligibility/ certification. Certification of eligibility for native preference could include: Bureau of Indian Affairs Certification, Sault Ste. Marie Tribe of Chippewa Indians, Michigan Minority Business Development Council, Small Business Administration, and Certification of membership from another Tribe or Michigan Commission on Indian Affairs Certification. Certification shall be submitted with the bid response.

**4.3 Qualification Statement.** A prospective vendor seeking to qualify for preference shall evidence showing extent of Indian ownership and interest. Evidence of structure, management and financing affecting the Indian character of the enterprise, including

Sault Ste. Marie Tribe of Chippewa Indians  
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*major subcontractors and purchase agreements; materials or equipment supply arrangement; and management salary or profit-sharing arrangements; and evidence showing the effect of these on the extent of Indian ownership and interest. Evidence to demonstrate that the contractor has the technical, administrative, and financial capability to perform work of the size and type involved. The Indian Economic Enterprise must submit a letter as evidence of Indian ownership and control certifying that the enterprise will continue to meet requirements necessary to sustain Indian ownership and control throughout the period of service.*

**SECTION V: CONTRACT PREFERENCE**

**5.1 General.** All purchases covered under this policy shall be subject to the native preference found in Section IV. Any qualified vendor who qualifies as an Indian Economic Enterprise under Section IV shall be given a preference as found in the table below, if the Indian Economic Enterprise submits the lowest responsive bid, not exceeding the lowest bid submitted by any other responsible vendor by more than the percentage described below. (Preference percentages are applied to **actual** cost, not **apparent** cost.).

<u>Total Actual Purchase Cost</u>	<u>Preference</u>
At least \$1 but less than \$3,000	1%
At least \$3,000 but less than \$10,000	2%
At least \$10,000 but less than \$25,000	3%
At least \$25,000 but less than \$50,000	3.5%
At least \$50,000 but less than \$100,000	4%
At least \$100,000 but less than \$150,000	4.5%
Over \$150,000	5%

**5.2 Housing.** When the Requisitioning Department is Sault Tribe Housing it shall comply only with the Department of Housing and Urban Development's Indian preference in contracting regulations.

**SECTION VI: CONFLICT OF INTEREST**

**6.1 Defined.** No employee, officer, or agent ("Conflicted Party") of the Tribe shall participate directly, or indirectly in the selection of, in the award of, or administration of, ("Process") any purchase if a conflict of interest, real or apparent, would be found. Such a conflict would arise when a financial or other interest in a prospective vendor is held by: (1) a Conflicted Party that is directly involved in the Process; (2) a Conflicted Party's father, mother, son, daughter, brother, sister, paternal and maternal grandparents, and significant other, which includes all in-law relationships mentioned above; (3) a Conflicted Party's business partner or business associate; and (4) any organization which



Sault Ste. Marie Tribe of Chippewa Indians  
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employs, is negotiating to employ, or has an arrangement concerning prospective employment of a Conflicted Party of any party listed in (1) through (3) above.

**6.2 Affirmative Duty.** A Conflicted Party has an affirmative duty to disclose any conflict of interest identified under this section. A prospective vendor has an affirmative duty to disclose any conflict of interest identified under this section if the prospective vendor should have reasonably known that such conflict existed.

**6.3 Disclosure.** Disclosure regarding any conflict of interest must be submitted in writing to the Purchasing Department, Requesting Department, or Board of Directors, whichever is reasonable. The department receiving the disclosure shall use its best efforts to ensure that the disclosure is provided to the proper department and/or persons.

**SECTION VII: EMERGENCY PURCHASES**

In the event of an emergency, the Requesting Department is authorized to make purchases of equipment, goods, and/or services which are deemed necessary to protect the public health, safety and welfare, as well as disaster recovery and business continuity, without complying with the purchasing requirements set forth in the guidelines. The purchase shall be limited to those supplies, services, and/or equipment necessary to meet the emergency.

**SECTION VIII: DISQUALIFICATION**

**8.1 Default.** No bid shall be accepted from, or awarded to:

**8.1.1** A vendor which is in default on any agreement with the Tribe.

**8.1.2** A vendor which has previously demonstrated bad faith in dealing with the Tribe.

**8.1.3** A vendor which has previously sold **any** product/service to the Tribe, and the result of that agreement was not to the Tribe's satisfaction.

**8.2 Notice.** If it is determined that a vendor is disqualified, a written determination of ineligibility will be prepared and included in the vendor file. The person or contractor will be notified of the reasons for this determination. The Legal Department shall draft and send a notice based upon information received from the Purchasing Department.

**8.3 Challenge.** A vendor may challenge a determination made under this Section. Within five (5) business days of notice under subsection 6.2 being given, an aggrieved vendor may submit in writing a request for an informal hearing to challenge the determination of disqualification. Any challenges received beyond the five (5) days shall not be considered. All challenges shall be submitted to the Director of Purchasing. The Director will convene a committee consisting of a representative of the Requesting

## Sault Ste. Marie Tribe of Chippewa Indians Purchasing Group

Department, the Purchasing Department, and the Legal Department. If the parties assigned to this committee deem it necessary, they may invite any representative from another tribal department or program. In addition, they may also invite any individual who they feel may offer some guidance on a given issue. The Committee shall issue a written decision in the matter.

**8.4 Implementation.** It shall be the responsibility of the Purchasing Department to investigate all proposed disqualification determinations under this Section. The Purchasing Department may use any means reasonable to discover and/or verify information relevant to a determination under this section. The Purchasing Department shall maintain a master list of entities disqualified under this Section.

**8.5 Term.** The term of disqualification under this Section shall be at least *3 months to 3 years*. Upon expiration of the term the disqualified person or contractor shall be free to bid. However, upon receipt of a bid from a recently "un-disqualified" person or contractor, the Purchasing Department shall review the facts of the original disqualification and determine whether that person or contractor should be disqualified again or is allowed to bid. A notice indicating the Purchasing Department's finding shall be given in accordance with Subsection 8.2. A vendor receiving such notice shall have the rights accorded it in Subsection 8.3.



Purchasing Policy  
Addendum A-Purchasing Guide Inclusions

When purchasing any of the following categories of goods and services, the Purchasing Department must be utilized. A purchase order will be generated and the purchasing department will handle all payments. Deviation from the Purchasing Guide must have written pre-approval from Tribal Board of Directors, Tribal Chairperson/CEO, Tribal CFO, Associate Executive Director, or Tribal Casino COO. This includes, but is not limited to the following items:

**Office supplies and equipment** (other than E-commerce)-Copiers, fax machines, toner, printers, computers, file cabinets, furniture.

**Electronics** – Audio, visual, surveillance, TV's, cameras.

**Housekeeping/maintenance supplies**-Toilet paper, trash bags, air filters, parts/materials, cleaning supplies.

**Advertising/signs**-Notice of meetings/bids, building signage, logos.

**Food**- for office or departmental use (i.e. Daycare, Pow-Wow, Elderly, etc.) restaurants, deli, concessions and related equipment.

**Equipment**-Office/Building, ex. Forklift, gaming tables, humidifiers, Treadmills, snow blowers.

**Appliances** – Washers, dryers, refrigerators, ovens, microwaves, freezers, Dishwashers.

**Postage**-Stamps, machines, agreements, leases.

**Cleaning services**-Uniforms, buildings, rugs, linens, dry cleaning.

**Uniforms and linens** - Shirts, pants, shoes, sheets, pillow cases, table cloth, and napkins.

**Promotional items**- Quad runners, snow machines, mugs, key chains, sweatshirts.

**Snowplowing** - Salting, sanding and misc. labor.

**Vehicles, equipment and repairs**-Vehicle purchase, service/repair of vehicles, i.e. oil changes, tires, brakes.

**Maintenance agreements**-Fax machines, copiers, phones, computers, pest control, elevators.

**Supplies miscellaneous**-Photo, batteries, decorations, flowers, crafts, books.

**Gift shop items** – Jewelry, knickknacks, snacks, candles, pictures, souvenirs.

**Printing**-Brochures, flyers, mailers, coupons, tickets, letterhead, business cards, forms.

**Utilities** - Natural Gas included in Master Transportation Agreement, waste disposal thru Waste Management.

**Rentals** – Tents, porta-johns, tables and chairs, equipment.

## Purchasing Policy

# Addendum B-Purchasing Guide Exclusions

Construction Projects covered by the Policy for Construction Related Services

Contracts/payments for legal and judicial services, contractors, consultants, medical services, contract health services, lobbyists.

Supplies *specific to operations only*- i.e. Medical/dental, Pharmacy inventories, Enterprise retail inventory, including grocery, carpeting, pro shop inventories, law enforcement equipment and supplies, conservation equipment and supplies, *emergency purchases by Admin/BOD*.

Travel reimbursements-employees, clients, providers

Payments to clients/members-General assistance, heating, victim's assistance, funeral assistance

Dues for memberships to professional organizations-State Bar of Michigan

Publications/Magazines-Medical journals, law books

Payments made on behalf of a client for goods or services (i.e. LIEAP)

Midjim Beer/wine/liquor for retail sale.

Taxes 2% sponsorships

Donations (other than food)

Entertainers, Stipends/payments for special events-(Drummers/dancers)

Credit Card/Bank payments

Training/Travel

Real Estate/Rental Payments

Gaming Lease Agreements

Customer Payments/Refunds

Election Committee Functions

Utilities-Electric, Water, Propane, Phone, Cable and Internet, and Natural gas other than Master Transportation Agreement accounts.

Contracts covered by GSA. (Government Services Administration)

Purchasing may assist in bidding for items that are excluded, such as legal/judicial services, Midjim retail inventory, or contractors. Purchasing should also be involved if the consolidation of buying results in the lowering of cost of the product or service.





RESOLUTION NO: 2008-202

**APPROVAL AND AUTHORIZATION OF AMENDMENT AND LIMITED WAIVER TO NOVEMBER 2007 NATIONAL CITY BANK FINANCING**

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

Section 1. RECITALS

1.1 The Sault Ste. Marie Tribe of Chippewa Indians (the "**Tribe**") is a federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, as amended (25 U.S.C. 467, *et seq.*).

1.2 Kewadin Casinos Gaming Authority (the "**Authority**") is an autonomous instrumentality of the Tribe.

1.3 The Authority is the borrower under a Loan Agreement ("**Loan Agreement**") among the Authority, the Tribe, National City Bank of the Midwest, as Administrative Agent, and the Lenders party from time to time thereto (the "**Lenders**"), as amended (the "**Financing**").

1.4 The Tribe is a party to the Loan Agreement as an additional obligor with respect to certain representations, warranties and covenants.

1.5 The Authority and the Tribe wish to receive a limited waiver of specified defaults under Section 11.1d of the Loan Agreement.

1.6 To receive this waiver the Tribe must amend the existing agreement to allow for monthly reporting, accommodation for Comerica Bank, fee of .25% of existing loan balance and other conditions in the attached amendment.

1.7 It is a condition to the Financing and the Amendment that the Tribe waive the jurisdiction of the Tribal Court in connection with the financing, except to the extent that the Tribe Loan Documents or the Authority Loan Documents as amended by the Amendment, may provide for limited jurisdiction for enforcement of an arbitration award under Chapter 95 of the Tribal Code, and the Board of Directors has determined that it is in the best interests of the Tribe that the Financing be amended on substantially the terms set forth in the draft Amendment and that the Tribe waive jurisdiction of the Tribal Court in connection therewith.

Section 2. APPROVALS AND AUTHORIZATION

2.1 The Board of Directors authorizes and directs the Tribe, through its Chairman, for and on behalf of the Tribe, to enter into such agreements on such terms and conditions as he deems necessary or appropriate with respect to governing law, waivers of sovereign immunity and Tribal court jurisdiction, and consent to jurisdiction.

2.2 The Chairman is authorized and directed to execute and deliver such other agreements, certificates, documents and instruments as may be required and to take any and all such other action as may be necessary or desirable to effectuate the foregoing on behalf of the Tribe.

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Section 3. WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO JURISDICTION

3.1 The Tribe hereby expressly confirms its waiver under the Tribe Loan Documents and Resolution 2007-162 and waives its sovereign immunity from suit should an action be commenced on the Tribe Obligations, as amended by the Amendment

This waiver:

- 1) shall terminate upon performance by the Tribe of all its obligations under the Finance Documents;
- 2) is granted solely to the Lender, its successors and assigns;
- 3) shall apply to any judicial or non-judicial action, including but not limited to any lawsuit, arbitration, judicial or non-judicial foreclosure proceeding, judicial or non-judicial action to enforce the rights of the Lender as a secured creditor, and to the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel, if applicable, to enforce the obligations of the Tribe under the Finance Documents;
- 4) shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation under the Finance Documents, including but not limited to any Tribal property or assets pledged under the Finance Documents; and
- 5) shall be enforceable only in a court of competent jurisdiction, including the courts of the State of Michigan and the federal courts in Michigan, including the United States Bankruptcy court, or any arbitrator or arbitration panel, if applicable.

3.2 The Finance Documents, as amended by the Amendment, shall be construed in accordance with and governed by the internal laws of the State of Michigan, as set forth in each such document. The Board of Directors 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 controversy arising out of or under the Finance Documents, as amended by the Amendment.



Section 4. WAIVER OF TRIBAL COURT JURISDICTION

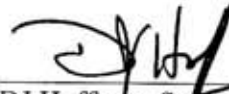
4.1 The Board of Directors expressly confirms its waiver under the Tribe Loan Documents and Resolution 2007-162 and waives jurisdiction of the Tribal Court over any action arising under the Tribe Loan Documents and the Authority Loan Documents identified in Authority Resolution 2007-05, as amended by the Amendment, pursuant to the provisions of Chapter 44.108 except to the extent that the Tribe Loan Documents or the Authority Loan Documents, as amended by the Amendment, may provide for limited jurisdiction for enforcement of an arbitration award under Chapter 95 of the Tribal Code.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.



\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians



\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



RESOLUTION NO: 2008-203

### TRIBAL RECYCLING

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a duly recognized Indian Tribe under the provisions of Indian Reorganization Act of June 15, 1934 (25 U.S.C.A.); and

WHEREAS, the Tribe has a responsibility to protect nature and Mother Earth; and

WHEREAS, the establishment of a mandatory recycling program throughout Tribal Government and Enterprises will ensure that the Tribe is taking active measures to fulfill this responsibility.

NOW, THEREFORE, BE IT RESOLVED, the Board of Directors hereby directs the CO-Executive Directors, Casino COO, or their designees, to develop a mandatory overall Tribal Recycling plan.

BE IT FINALLY RESOLVED, that this plan shall be submitted for consideration and approval within 120 days from enactment of this resolution to the Sault Tribe Board of Directors.

### CERTIFICATION

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians

#### Min Waban Dan

#### Administrative Office

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#### Membership Services



RESOLUTION NO: 2008-204

**PARTIAL WAIVER OF CONVICTIONS FOR  
KENNETH JAMES BELONGA**

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 Board of Directors has enacted Tribal Code Chapter 76: Partial Waiver of Conviction for Gaming License Purpose that allows for a partial waiver of conviction be issued to tribal members who have been convicted of a crime and would be denied a license for employment in a gaming operation pursuant to Chapter 42; and

WHEREAS, Kenneth James Belonga, Jr., a tribal member who was convicted of:

1. Impaired Driving 2<sup>nd</sup> offense, MCL 257.62510B, April 7<sup>th</sup>, 1999.
2. Disorderly Person, MCL 750.167, June 17<sup>th</sup>, 2008.


WHEREAS, Kenneth James Belonga, Jr., would be denied a license for employment as a key employee or primary management official because of the criminal conviction; and

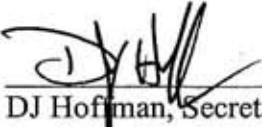
WHEREAS, the Board of Directors has determined that Kenneth James Belonga, Jr. is not likely to engage in any offensive or criminal course of conduct and the public good does not require that he be denied a license as a key employee or primary management official.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, pursuant to Tribal Code Chapter 76 grants a partial waiver to Kenneth James Belonga, Jr. for the convictions of: Disorderly Person, MCL 750.167, June 17<sup>th</sup>, 2008.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians





RESOLUTION NO: 2008-205

**MODIFYING 401(K) PLAN  
ADDING OPTIONS FOR OUR EMPLOYEES**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians (the "Tribe") has adopted and maintains the Sault Tribe 401(k) Plan, originally effective as of January 1, 1998, as most recently amended and restated effective as of January 1, 2005, and as thereafter amended from time to time (the "Plan"); and

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WHEREAS, pursuant to Section 8.1 of the Plan, the Tribe has reserved the right to amend the Plan at any time; and

WHEREAS, there has been presented to the Board of Directors an amendment to the Plan, captioned "2008-1 Amendment to the Sault Tribe 401(k) Plan" (the "Amendment"), which Amendment provides for the Plan changes described above; and


WHEREAS, the Amendment is deemed appropriate for implementation.


NOW, THEREFORE, BE IT RESOLVED, the Tribe desires to amend the Plan to: (i) temporarily eliminate the Plan's existing nonelective employer safe harbor contributions feature beginning with the Plan's 2009 plan year; (ii) reduce the Plan's minimum age for participation from age 21 to age 18 beginning with the Plan's 2009 plan year; and (iii) add a participant loan feature to the Plan effective immediately; and

BE IT FURTHER RESOLVED, that the Board of Directors authorizes execution of the Amendment in the name of and on behalf of the Tribe by any officer of the Tribe, and authorizes them to take such other actions as they may deem appropriate to implement the purposes of this Resolution, including, but not limited to, the implementation of an appropriate written loan program containing the specific rules and procedures for the participant loan feature.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians





RESOLUTION NO: 2008-206

**TRIBAL LIQUOR LICENSE  
BIG BEAR CHI MUKWA COMMUNITY RECREATION CENTER  
SAULT STE. MARIE**

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WHEREAS, the Big Bear Chi Mukwa Community Recreation Center, Sault Ste. Marie, is owned and operated by the Sault Ste. Marie Tribe of Chippewa Indians and is located on land within the jurisdiction of the Sault Ste. Marie Tribe of Chippewa Indians; and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians regulates the possession and sale of intoxicating liquors within the Tribe's jurisdiction pursuant to the Tribal Code Chapter 41: Liquor Control Ordinance.


NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby issues a CLASS A: Retailer License and CLASS B: Retail Intoxicating Liquor License to the Big Bear Chi Mukwa Community Recreation Center, Sault Ste. Marie.


BE IT FURTHER RESOLVED, that this license shall be posted and kept in a conspicuous place on the premises.

BE IT STILL FURTHER RESOLVED, this license shall expire on December 31, 2008.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of 6 members for, 5 members against, 0 members abstaining, and that said resolution has not been rescinded or amended in any way.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
Chippewa Indians



RESOLUTION NO: 2008-207

**DIP CREDIT AGREEMENT**

**WAIVER OF SOVEREIGN IMMUNITY AND CONSENT TO  
WAIVER OF TRIBAL COURT JURISDICTION**

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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 Kewadin Casinos Gaming Authority (the "Authority") is an instrumentality of the Tribe; Kewadin Greektown Casino, L.L.C. ("Kewadin"), a Michigan limited liability company, is wholly-owned by the Authority; Monroe Partners, L.L.C., a Michigan limited liability company ("Monroe"), is majority-owned by Kewadin; Greektown Holdings, L.L.C., a Michigan limited liability company ("Holdings"), is wholly-owned by Kewadin and Monroe; Greektown Holdings II, Inc., a Michigan corporation ("Holdings II"), is wholly-owned by Holdings; Greektown Casino, L.L.C., a Michigan limited liability company ("Greektown"), is wholly-owned by Holdings; Realty Equity Company, Inc., a Michigan corporation ("REC") is wholly-owned by Greektown; Contract Builders Corporation, a Michigan corporation ("CBC") is wholly-owned by Greektown; and Trappers GC Partner, LLC, a Michigan limited liability company ("TGC"), is wholly-owned by Greektown.
- 1.3 Holdings and Holdings II are parties to that certain Senior Secured Superpriority Debtor-In-Possession Credit Agreement among Holdings and Holdings II, as borrowers, Greektown, CBC, REC and TGC, as guarantors, the various financial institutions that are or become lenders thereunder (the "Lenders"), Merrill Lynch Capital Corporation, as administrative agent for the Lenders (the "Administrative Agent"), Wachovia Bank, National Association, a national banking association, as the issuer of certain letters of credit, Merrill Lynch, Pierce, Fenner and Smith Incorporated ("MLPF&S"), as a co-lead arranger, MLPF&S as a joint book runner, Wachovia Capital Markets, LLC ("Wachovia Capital"), as a co-lead arranger, Wachovia Capital as a joint book runner and Wachovia Capital as the syndication agent, dated as of June 9,



2008 (the "DIP Credit Agreement") and certain related loan documents contemplated thereunder (together with the DIP Credit Agreement, the "Initial Credit Documents").

- 1.4 Holdings and Holdings II desire to enter into the First Amendment to Senior Secured Superpriority Debtor-In-Possession Credit Agreement and Waiver Agreement among Holdings and Holdings II, as borrowers, Greektown, REC, CBC and TGC, as guarantors, and the Administrative Agent (the "Amendment to Credit Agreement" and together with the Initial Credit Documents, the "Credit Documents").
- 1.5 In order to induce the Lenders to enter into the Amendment to Credit Agreement, the Tribe is required (a) to expressly consent to Holdings and Holdings II entering into the Credit Documents and to Greektown, REC, TGC and CBC entering into the Credit Documents, and (b) to confirm that the Tribe, the Authority, Monroe, Kewadin, Holdings, Holdings II, Greektown, REC, TGC and CBC, and all other entities claiming by, through or under the Tribe, the Authority, Holdings, Holdings II, Greektown, Kewadin, Monroe, REC TGC, and/or CBC will not claim tribal immunity or Tribal Court jurisdiction with respect to any matter pertaining to the Credit Documents. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."
- 1.6 Without the Waiver and Consent Obligations, the transactions covered by the Amendment to Credit Agreement could not be consummated. It is in the best interests of the Tribe to consent to the Amendment to Credit Agreement and to enter into the Waiver and Consent Obligations.

## Section 2 APPROVALS AND AUTHORIZATION

- 2.1 The Board of Directors authorizes and directs the Tribe, through its Chairman, for and on behalf of the Tribe, the Authority, Kewadin, Monroe, Holdings, Holdings II, Greektown, REC, TGC and CBC, to enter into such agreements on such terms and conditions as he deems necessary concerning governing law, waiver of Tribal Court jurisdiction, and waiver of tribal immunity.
- 2.2 The Board of Directors authorizes and directs the Tribe, the Authority, Kewadin, Monroe, Holdings, Holdings II, Greektown, REC, TGC and CBC each to give its express consent to the terms and provisions of the Credit Documents, as applicable.
- 2.3 The Chairman 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.

2.4 WAIVER OF SOVEREIGN IMMUNITY; CONSENT TO JURISDICTION; GOVERNING LAW

2.5 The Tribe hereby waives its sovereign immunity from suit should an action be commenced under the Credit Documents.

This waiver:


- (i) shall terminate upon performance by Holdings, Holdings II, Greektown, REC, TGC and/ or CBC of all of their respective obligations under the Credit Documents;
- (ii) is granted solely to the Lenders and the Administrative Agent and their successors and assigns;
- (iii) shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, judicial or non-judicial foreclosure proceeding, and judicial or non-judicial action to enforce the rights of the Lenders and the Administrative Agent as a secured creditor, and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations of Holdings, Holdings II, Greektown, REC, TGC and/ or CBC under the Credit Documents;
- (iv) shall be enforceable against all assets and property of Holdings, Holdings II, Greektown, REC, TGC and CBC, to the extent sufficient to satisfy Holdings', Holdings II's, Greektown's, REC's, TGC's and CBC's respective obligations under the Credit Documents;
- (v) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan and the State of New York, the Tribal Court and federal courts in Michigan and New York (including the United States Bankruptcy Court) or any arbitrator or arbitration panel; and
- (vi) the Credit Documents shall be construed in accordance with and governed by the internal laws of the State of Michigan and/ or New York, as set forth in each such document, except that matters concerning the validity and perfection of a security interest shall be governed by the conflicts of law rules set forth in the Michigan Uniform Commercial Code. The Board of Directors specifically authorizes Holdings, Holdings II, Greektown, REC, TGC and CBC to submit to and consent to the jurisdiction of the courts of the States of Michigan and New York, including any courts to which decisions may be appealed, with respect to any controversy arising out of the Credit Documents.

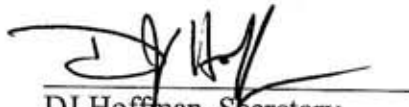
Section 3 WAIVER OF TRIBAL COURT JURISDICTION

- 3.1 The Board of Directors waives jurisdiction of the Tribal Court over any action arising under the Credit Documents.

**CERTIFICATION**

We, the undersigned, as Chairman 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 30 day of September 2008; 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.

  
\_\_\_\_\_  
Darwin "Joe" McCoy, Tribal Chairman  
Sault Ste. Marie Tribe of  
Chippewa Indians

  
\_\_\_\_\_  
DJ Hoffman, Secretary  
Sault Ste. Marie Tribe of  
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