

**BOARD OF DIRECTORS SPECIAL MEETING
KEWADIN CASINO AND CONVENTION CENTER
SAULT STE. MARIE, MICHIGAN
JULY 12, 2016
6:00 P.M.**

TENTATIVE

- I. CALL TO ORDER
- II. INVOCATION: Prayer, Smudging, Presentation of Grandfathers
- III. ROLL CALL
- IV. PRESENTATION:
- V. Certification of 2016 Election Results
Swearing in of Officers
Officer Elections
- VI. MINUTES: 4-19-2016
5-03-2016
5-17-2016
6-01-2016
6-14-2016
- VII.
- VIII. RESOLUTIONS: Budget:
Trap Net Consent Decree
Fisheries – Nunn’s Creek Rehab
Fisheries – Nunn’s Creek
IRR Roads
Consent to Waiver - CohnReznick LLP
Kewadin Casino Hotel – Smoke Free (2)
- NEW BUSINESS: Committee Request
Meeting Date Change
Board Travel
- IX. ADJOURN TO EXECUTIVE SESSION:
- X. RECONVENE AND REAFFIRM
- XI. ADJOURN

RESOLUTION NO: _____

**TRAP NET CONSENT DECREE
FY 2016 BUDGET MODIFICATION
AND REQUEST TO ESTABLISH FY 2016 BUDGET
ENDOWMENT FUND EPOUFETTE HARBOR**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2016 budget modification to Trap Net Consent Decree for an increase from Fund Balance Reserves Monies of \$277,130.86. No effect on Tribal Support.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2016 budget for the Endowment Fund Epoufette Harbor (a revolving Endowment Fund requiring a balance to be maintained of \$2,000) with transferred funds from Trap Net Consent Decree Monies of \$2,000. No effect on Tribal Support.

C E R T I F I C A T I O N

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom _____ members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the _____ day of _____ 2016; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of _____ members for, _____ members against, _____ members abstaining, and that said resolution has not been rescinded or amended in any way.

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

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

RESOLUTION NO: _____

**FISHERIES – NUNN’S CREEK REHAB HATCHERY
FY 2016 BUDGET MODIFICATION**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2016 budget modification to Nunn’s Creek Rehab Hatchery for the increase in BIA – Restricted Monies of \$28,887.88. No effect on Tribal Support.

CERTIFICATION

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom _____ members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the _____ day of _____ 2016; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of _____ members for, _____ members against, _____ members abstaining, and that said resolution has not been rescinded or amended in any way.

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

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

RESOLUTION NO: _____

**FISHERIES – NUNN’S CREEK
FY 2016 BUDGET MODIFICATION**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2016 budget modification to Nunn’s Creek for an increase in expenses of \$27,559.99, with the funds coming from the program’s Fund Balance. No effect on Tribal Support.

C E R T I F I C A T I O N

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom _____ members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the _____ day of _____ 2016; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of _____ members for, _____ members against, _____ members abstaining, and that said resolution has not been rescinded or amended in any way.

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

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

RESOLUTION NO: _____

**IRR ROADS
FY 2016 BUDGET MODIFICATION**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2016 budget modification to IRR Roads for an increase in Federal BIA Monies of \$300,000. No effect on Tribal Support.

C E R T I F I C A T I O N

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom _____ members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the _____ day of _____ 2016; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of _____ members for, _____ members against, _____ members abstaining, and that said resolution has not been rescinded or amended in any way.

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

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

RESOLUTION NO: _____

**CONSENT TO WAIVER OF IMMUNITY AND
TRIBAL COURT JURISDICTION
COHNREZNICK, LLP**

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

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

1.1 The Sault Ste. Marie Tribe of Chippewa Indians ("Tribe") is a federally recognized Indian Tribal Government organized under the provisions of the Indian Reorganization Act of 1934.

1.2 The Tribe wishes to enter into an accounting services agreement with CohnReznick, LLP ("CohnReznick") on terms determined to be more favorable to the Tribe than current arrangements; and

1.3 CohnReznick has refused to consent to such agreement without a waiver Tribal Court jurisdiction, Sovereign Immunity and an agreement to indemnify CohnReznick against certain limited claims; and

1.4 In order to induce CohnReznick to enter into the Master Services Agreement ("Agreement"), the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim sovereign immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and CohnReznick that might arise from, or relate to, in any respect, the Agreement, or object to the Indemnification provisions of that agreement, found in paragraph 15, page 5; and

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

Section 2 WAIVER OF IMMUNITY, CONSENT TO JURISDICTION; GOVERNING LAW, INDEMNIFICATION

2.1 The Tribe hereby consents to the in indemnification clause found in paragraph 9, page 3, of the Agreement, which requires Tribe to indemnify CohnReznick against all claims by third parties and resulting damages, liabilities or losses (including costs and legal fees) arising out of or related to the Agreement or the services. provided that Tribe shall be under no obligation to indemnify CohnReznick for losses resulting from the gross negligence or willful misconduct of CohnReznick; and

2.2 The Agreement and all questions related to the subject matter thereof shall be governed by and construed in accordance with the laws of the State of New York, as set forth in the Agreement, paragraph 22; and

2.3 The Board of Directors waives the exclusive jurisdiction of the Tribal Court over any action arising under the Agreement and consents to binding arbitration and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof.

This waiver:

- (i) shall terminate upon performance by the Tribe of all of its obligations under the Agreement;
- (ii) is granted solely to CohnReznick;
- (iii) shall extend to inter alia, any judicial or non-judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non-judicial action to resolve disputes between the Tribe and CohnReznick and the assertion of any claim in a court of competent jurisdiction or with any arbitrator or arbitration panel to enforce the obligations under the Agreement;
- (iv) is limited solely to the unencumbered assets of the Tribe's governmental divisions, and shall not extend to other assets or the assets of any governmental instrumentality; and
- (v) shall be enforceable only in a court of competent jurisdiction, or any arbitrator or arbitration panel.

C E R T I F I C A T I O N

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom _____ members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the _____ day of _____ 2016; that the foregoing resolution was duly adopted at said meeting by an affirmative vote of _____ members for, _____ members against, _____ members abstaining, and that said resolution has not been rescinded or amended in any way.

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

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

RESOLUTION NO: _____

**KEWADIN CASINO, HOTEL AND CONVENTION CENTER
SMOKE FREE POLICY**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians has affirmed the commitment to promote the health of tribal members, employees, and patrons of its businesses; and

WHEREAS, commercial tobacco use is the single most preventable cause of death and disease in the United States, as well as in the Sault Ste. Marie Tribe of Chippewa Indians service area, leading to more deaths than most other leading causes combined; and

WHEREAS, the 2006 U.S. Surgeon General's report, *The Health Consequences of Involuntary Exposure to Tobacco Smoke*, has concluded that there is no risk-free level of exposure to secondhand smoke.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby adopt the following policy:

KEWADIN CASINO, HOTEL AND CONVENTION CENTER SMOKE FREE POLICY

The Sault Ste. Marie Tribe of Chippewa Indians is concerned about the health of all of its members, employees and guests, and has, therefore, adopted the following smoke free policy:

“Smoking” of commercial tobacco means inhaling, exhaling, burning, carrying or possessing any lighted or heated commercial tobacco products, including but not limited to cigars, cigarettes, pipe tobacco, hookah pipes, or using any battery operated “Electronic cigarettes” or other electronic nicotine delivery systems.

To ensure the health and comfort of our guest and team members the Kewadin Casino, Hotel and Convention Center prohibits smoking in the facility except in the following designated smoking areas: The Huron Room (gaming floor), The Superior Room (gaming floor), The Rapids Lounge, The Horseshoe Bar, The Bingo Hall, Employee Designated break room and the 6th floor of the hotel towers.

The smoking of commercial tobacco products is prohibited within 25 feet of outside entrances, operable windows, and ventilation intakes of enclosed areas where smoking is prohibited, so as to ensure that secondhand smoke does not enter those areas.

This policy will be enforced through signage indicating smoke-free areas. This policy shall be effective immediately, and as soon as it may be possible to post appropriate signage.

CERTIFICATION

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

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

RESOLUTION NO: _____

**KEWADIN SHORES HOTEL
SMOKE FREE POLICY**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians has affirmed the commitment to promote the health of tribal members, employees, and patrons of its businesses; and

WHEREAS, commercial tobacco use is the single most preventable cause of death and disease in the United States, as well as in the Sault Ste. Marie Tribe of Chippewa Indians service area, leading to more deaths than most other leading causes combined; and

WHEREAS, the 2006 U.S. Surgeon General's report, *The Health Consequences of Involuntary Exposure to Tobacco Smoke*, has concluded that there is no risk-free level of exposure to secondhand smoke.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby adopt the following policy:

KEWADIN SHORES HOTEL SMOKE FREE POLICY

The Sault Ste. Marie Tribe of Chippewa Indians is concerned about the health of all of its members, employees and guests, and has, therefore, adopted the following smoke free policy:

“Smoking” of commercial tobacco means inhaling, exhaling, burning, carrying or possessing any lighted or heated commercial tobacco products, including but not limited to cigars, cigarettes, pipe tobacco, hookah pipes, or using any battery operated “Electronic cigarettes” or other electronic nicotine delivery systems.

To ensure the health and comfort of our guest and team members the Kewadin Shores Hotel prohibits smoking in the hotel rooms, hotel lobby, the entrance area to include Northern Rewards and the sitting area. Smoking is only permitted on the gaming floor including the bars.

The smoking of commercial tobacco products is prohibited within 25 feet of outside entrances, operable windows, and ventilation intakes of enclosed areas where smoking is prohibited, so as to ensure that secondhand smoke does not enter those areas.

This policy will be enforced through signage indicating smoke-free areas. This policy shall be effective immediately, and as soon as it may be possible to post appropriate signage.

C E R T I F I C A T I O N

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

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

BOARD OF DIRECTORS SPECIAL MEETING

JULY 12, 2016

Sponsor's List

RESOLUTIONS:

Budget:

Trap Net Consent Decree – Tom Gorenflo

Fisheries – Nunn's Creek Rehab – Tom Gorenflo

Fisheries – Nunn's Creek – Tom Gorenflo

IRR Roads – Wendy Hoffman

Consent to Waiver - CohnReznick LLP – Bill Connolly

Kewadin Casino Hotel – Smoke Free (2)- Joanne Umbrasas

NEW BUSINESS:

Committee Request- various committees

Meeting Date Change

Board Travel- Directors Sorenson/Causley

MEMORANDUM

TO: Board of Directors
FROM: Joanne Carr, Board Secretary
DATE: July 7, 2016
RE: Workshop Agenda for July 12, 2016

AGENDA

9 am – Legal

10 am – Auditors

11 am – Gaming Authority

Lunch w/New Casino CEO

1:15 p.m. – Partial Waiver

1:30 pm – Youth Survey

2:30 pm - Budgets

3:30 pm - Agenda Review

4:00 p.m. – Matters Raised by the Membership

6:00 p.m. – Meeting of the Board of Directors