

**BOARD OF DIRECTORS REGULAR MEETING  
MUNISING TRIBAL CENTER  
MUNISING, MICHIGAN  
September 22, 2015**

- I. CALL TO ORDER
- II. INVOCATION: Prayer, Smudging, Presentation of Grandfathers
- III. ROLL CALL
- IV. PRESENTATION:
- V. MINUTES: 8-18-2015  
9-1-2015
  
- VI. RESOLUTIONS: Am. Ch. 34: Personal Protection Orders  
Education Dept Grant  
IHS-Special Diabetes Program  
Trust Land Lease – Parr  
Trust Land Lease – Brown  
Cellular Phone Service Contract  
Acceptance of 2016 Indian Housing Plan  
PNC Bank Financing  
Budget: Com. Rec, Child Care, N. Travel, Indirect  
Education – Honoring Our Children Initiative  
Employment – WIOA Work Experience  
Midjim St. Ignace Cap Purchases  
Child Care Center  
Indirect – Executive Director/Indirect  
FY 2016 Budget Doc 002  
Continuing Funding Authority  
FY 2016 Budget Doc 003
  
- VII. NEW BUSINESS: Committee Request
  
- VIII. ADJOURN TO EXECUTIVE SESSION:
  
- IX. RECONVENE AND REAFFIRM
  
- X. ADJOURN

# ***MEMORANDUM***

**TO: Board of Directors**  
**FROM: Joanne Carr, Board Secretary**  
**DATE: September 17, 2015, 2015**  
**RE: Workshop Agenda for September 22, 2015**

## **AGENDA**

### **A.M. is Closed**

10:00 a.m. – Budgets

### **Lunch**

1:15 p.m. – Partial Waiver

1:30 p.m. – Gaming Authority Meeting

2:30 p.m. – Legal

3:00 p.m. - Agenda Review

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

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

**RESOLUTION NO:** \_\_\_\_\_

**AMENDING TRIBAL CODE BY REPLACING  
CHAPTER 34: PERSONAL PROTECTION ORDERS AND INJUNCTIONS**

WHEREAS, Article VII, Section 1(g) of the Bylaws of the Sault Ste. Marie Tribe of Chippewa Indians provides that the board of directors shall have the power to “promulgate and enforce ordinances governing the conduct of persons within the jurisdiction of the tribe...”; and

WHEREAS, Chapter 34 of Sault Ste. Marie Tribe of Chippewa Indians Tribal Code, governing Personal Protective Order and Injunctions, was adopted in 1997 and has not been amended since; and

WHEREAS, there has been substantial development to corresponding state and federal laws concerning personal protection orders in the last 18 years; and

WHEREAS, the existing Personal Protection Order and Injunction code precludes Tribal Members from obtaining a personal protection orders in many circumstances under which other jurisdictions would have the authority to grant such an order; and

WHEREAS, a need exists to replace Chapter 34 of Sault Ste. Marie Tribe of Chippewa Indians Tribal Code with a Personal Protection Orders and Injunctions code that is more accessible to the Tribal Membership and is up to date with developments in corresponding state and federal laws.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby repeals the now existing Chapter 34 of the Code and, further, hereby adopts the attached code as Chapter 34 of Tribal Code, effective immediately.

**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 \_\_\_\_\_ 2015; 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

**TRIBAL CODE**

**CHAPTER 34:**

**PERSONAL PROTECTION ORDERS AND INJUNCTIONS**

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History Note:

# TRIBAL CODE

## CHAPTER 34:

### PERSONAL PROTECTION ORDERS AND INJUNCTIONS

#### **34.101 Purpose**

The purpose of a personal protection order is to ensure the safety and protection of all persons from violence, threats of violence and/or harassment, to ensure the right of the public to a safe and secure community, to protect the community from the effects of violent and harassing acts, and to ensure that whenever an offense of violence or harassment occurs, including domestic abuse, the offender incurs an obligation to the community. Although this Code provides for specific remedies to prevent acts of domestic abuse, this code shall not be limited to protect only victims of domestic abuse, but shall also be interpreted to give effect to the protection of all victims of violence and abuse. This Code shall be interpreted and followed to give effect to these purposes.

#### **34.102 Jurisdiction**

The Tribal Court shall have jurisdiction to issue personal protection orders and injunctions as provided in this Chapter in any case in which either the petitioner or respondent resides within tribal territory at the time the petition is filed unless both the petitioner and respondent are not Indians.

#### **34.103 Personal Protection Order Defined**

Personal Protection orders are restraining orders issued by the Tribal Court which require one person to stop harming another. The Tribal Court has the authority to order both domestic and non-domestic personal protection orders. Domestic orders are generally orders to family or household members to refrain from doing something that harms or threatens harm to petitioner. Non-domestic orders are generally orders issued to respondents who have no familial or household relationship to the petitioner. Personal Protection Orders (hereinafter PPO) are generally issued against respondents who have threatened or engaged in domestic abuse, stalking or sexually abusive behavior or have committed an act or acts that reasonably place the petitioner in reasonable apprehension of same.

#### **34.104 Persons Authorized to file**

A petition to obtain a PPO may be filed by:

- (1) Any person claiming to be placed in reasonable fear of, or subjected to domestic, family, or dating violence, harassment, stalking, obscene material, or a sexual offense.

(2) Any family or household member, guardian, custodian or person responsible for the care of a minor or vulnerable adult claiming to be placed in reasonable fear of, or subjected to domestic, family, or dating violence, harassment, stalking, obscene material, or a sexual offense.

### **34.105 Petition - PPO**

(1) An action under this section may only be commenced by the filing of a petition.

(2) The petition shall allege facts sufficient to show the following:

(a) The name of the petitioner and the name of the victim(s).

(b) A statement that the victim lives on tribal land or does not live on tribal land.

(c) The name and residence of the respondent.

(d) A statement that the respondent lives on tribal land, does not live on tribal land, or that respondent's residence is unknown.

(e) An indication of whether each of the parties is an Indian, and of the tribe in which that person is enrolled, if any.

(f) That the respondent placed the victim in fear of, or subjected victim to domestic, family, or dating violence, harassment, stalking, obscene material or a sexual offense.

(g) Whether there is any other civil or criminal action pending between the victim and the respondent.

(3) If the respondent is a person who is issued a license to carry a concealed weapon and is required to carry a weapon as a condition of his or her employment (including police and corrections officers from all jurisdictions), the petitioner shall notify the court of the respondent's occupation prior to the issuance of the PPO. This subsection does not apply to a petitioner who does not know the respondent's occupation.

(4) A petitioner may omit his or her address of residence from documents filed with the court under this section. If omitted, the petitioner shall provide the court with a mailing address, which shall not be disclosed in the public file or within any documents provided to the respondent.

(5) No filing fee shall be required for the filing of a petition under this section.

(6) If a perpetrator has been arrested for the offense of domestic, family, or dating violence, harassment, stalking, or a sexual offense, the Court or the arresting officer shall advise the victim of the right to file a petition under this section without cost.

### **34.106 What The Court May Order.**

(1) If the Court finds that the petitioner has proven by a preponderance of evidence that the victim has been subjected to prohibited conduct, it may order that the respondent is prohibited from, including, but not limited to, the following:

- (a) Entering onto the victim's residence and/or place of employment.
- (b) Assaulting, attacking, beating, molesting, or wounding a named individual.
- (c) Engaging or attempting to engage in domestic abuse against a named individual.
- (d) Following a named individual.
- (e) Contacting a named individual by any means, including by writing, telephone, other electronic means or by a third person.
- (f) Sending objects to a named individual.
- (g) Threatening to kill or physically injure a named individual.
- (h) Removing minor children from the victim who has legal custody, except as allowed by a custody or parenting-time order.
- (i) Purchasing or possessing a firearm or ammunition.
- (j) Interfering with victim's efforts to remove the victim's children or personal property from premises that are solely owned or leased by the individual to be restrained or enjoined.
- (k) Keeping, failing to surrender or concealing from victim the keys or other instruments necessary to maintain the security of the victim's home.
- (l) Interfering with victim at victim's place of employment or education or engaging in conduct that impairs victim's relationships at victim's employment or education site.
- (m) Keeping, failing to surrender or concealing the vital records or financial instruments of the victim or the petitioner's children.
- (n) Having access to information in records concerning a minor child of both victim and respondent that will inform respondent about the address or telephone number of the victim and the victim's minor child, or about victim's employment address.
- (o) Engaging in stalking conduct.

(p) Any other specific act or conduct that imposes upon or interferes with personal liberty or that causes a reasonable apprehension of domestic abuse, harassment, stalking, or sexually inappropriate behavior.

(q) Posting information and/or images on social media or other forms of communication with the intent to harass, annoy, intimidate, or embarrass the victim, whether or not the victim has access to the information posted.

(r) Approaching or appearing within 1500 feet of the victim.

(s) Taking, transferring, encumbering, concealing, committing an act of cruelty or neglect upon, or otherwise disposing of any animal that is owned, possessed, leased, kept, or held by the petitioner, the respondent, or a minor child residing in the residence or household of the victim or respondent.

(2) A court shall not issue a PPO that restrains or enjoins a respondent from entering onto the victim's residence, if all of the following apply:

(a) The respondent is not the spouse of the moving party;

(b) The individual to be restrained or enjoined, or the parent, guardian, or custodian of the minor to be restrained or enjoined has a property interest in the premises; and

(c) The moving party or the parent, guardian, or custodian of a minor petitioner has no property interest in the premises.

(3) A court shall not issue a PPO that restrains or enjoins conduct described in 34.106(1) if any of the following apply:

(a) The respondent is the unemancipated minor child of the petitioner;

(b) The petitioner is the unemancipated minor child of the respondent; or

(c) The respondent is a minor child less than 10 years of age.

### **34.107 Procedure for issuance of a PPO; Reasonable Cause**

#### **Determination.**

(1) The court shall issue a PPO if the court determines that there is reasonable cause to believe that the individual to be restrained or enjoined may commit one (1) or more of the acts listed in 34.106(1). In determining whether reasonable cause exists, the court shall consider all of the following:

(a) Testimony, documents, or other evidence offered in support of the request for a PPO.



- (b) Whether the individual to be restrained or enjoined has previously committed or threatened to commit 1 or more of the acts listed in 34.106(1).
- (2) A court shall not refuse to issue a PPO solely due to the absence of any of the following:
- (a) a police report.
  - (b) a medical report.
  - (c) a report or finding of an administrative agency.
  - (d) physical signs of abuse or violence.
- (3) If the court refuses to grant a PPO, it shall state immediately in writing the specific reasons it refused to issue a PPO. If a hearing is held, the court shall also immediately state on the record the specific reasons it refuses to issue a PPO.
- (4) A PPO shall not be made mutual. Correlative separate PPOs are prohibited unless both parties have properly petitioned the court pursuant to 34.105.
- (5) A PPO can be obtained regardless of whether respondent was charged or convicted of the behavior which is alleged in the petition. Petitioner must, however, prove that the allegations contained within the petition are true by a preponderance of the evidence.
- (6) The court shall not deny a petition based on the number of times a petitioner has filed a petition for a PPO against the respondent.

### **34.108 Ex-Parte Orders.**

- (1) An ex parte PPO shall be issued and effective without written or oral notice to the individual restrained or enjoined or his or her attorney if it clearly appears from specific facts shown by verified complaint, written motion, or affidavit that immediate and irreparable injury, loss, or damage will result from the delay required to effectuate notice or that the notice will itself precipitate adverse action before a PPO can be issued.
- (2) An ex parte order issued is valid for not less than 6 months. The individual restrained or enjoined may file a motion to modify or rescind the PPO and request a hearing under the Tribal Court rules. The motion to modify or rescind the PPO shall be filed within 14 days after the order is served or after the individual restrained or enjoined has received actual notice of the PPO unless good cause is shown for filing the motion after the 14 days have elapsed.
- (3) Except as otherwise provided in this section, the court shall schedule a hearing on the motion to modify or rescind the ex parte PPO within 14 days after the filing of the motion to modify or rescind. If the respondent is a person described in 34.105(3) and the PPO prohibits him or her from purchasing or possessing a firearm, the court shall schedule a hearing on the motion to modify or rescind the ex parte PPO within 5 days after the filing of the motion to modify or rescind.

### **34.109 Personal Protection Orders Shall Include.**

A PPO shall include all of the following, and to the extent practicable the following shall be contained in a single form:

- (1) A statement that the PPO has been entered to restrain or enjoin conduct listed in the order and that a violation of the PPO will subject the individual restrained or enjoined to 1 or more of the following:
  - (a) If the respondent is 17 years of age or more, immediate arrest and the civil and criminal contempt powers of the court, and that if he or she is found guilty of criminal contempt, he or she shall be imprisoned for not more than 90 days and may be fined up to \$1,000.00.
  - (b) If the respondent is less than 17 years of age, immediate apprehension or being taken into custody, and subject to the dispositional alternatives listed in the juvenile section(s) of the Tribal Code.
  - (c) If the respondent violates the PPO in a jurisdiction other than this Tribal Court, the respondent is subject to the enforcement procedures and penalties of the state, Indian Tribe, or United States territory under which jurisdiction the violation occurred.
  - (d) A criminal charge of violation of a PPO which is punishable by up to 1 year in custody and a fine up to \$1,000.00 if the conduct violates any provision of the PPO.
- (2) A statement that the PPO is effective and immediately enforceable anywhere in this Tribal Court's jurisdiction when signed by a Judge or Magistrate; and that, upon service, a PPO also may be enforced by a state, an Indian tribe, or a territory of the United States.
- (3) A statement listing the type or types of conduct enjoined.
- (4) An expiration date stated clearly on the face of the order.
- (5) A statement that the PPO is enforceable anywhere in the United States by any law enforcement agency, under full faith and credit laws.
- (6) The name of the agency which is designated by the court to enter the PPO into the Law Enforcement Information Network.
- (7) A statement that the respondent is prohibited from shipping, transporting, possessing, or purchasing any firearm or ammunition for the duration of the qualifying PPO pursuant to 18 USC 922(g)(8).

### **34.110 Duration of Order.**

- (1) An order issued pursuant to this section is effective according to its terms, but not for less than 6 months nor more than 2 years.

(2) Extensions:

- (a) When an order is set to expire, the court may extend the PPO upon motion of the petitioner, with notice to the respondent, showing good cause. The court may extend the order for up to 2 years after the expiration of the initial order, thereafter each extension may be for up to 5 years, upon the request of the petitioner and at the discretion of the court.
- (b) A respondent shall have the right to a hearing on the extension of any order under this paragraph upon the filing of a response to the motion to extend the order. The hearing must be held within 14 days of the respondent's response.
- (c) The court shall state on the record and in writing the specific reasons for issuing or refusing to extend the PPO.

**34.111 Full Faith and Credit and Entry into L.E.I.N. (18 USC 2265)**

- (1) A PPO is effective and immediately enforceable anywhere on lands of the Sault Ste. Marie Tribe of Chippewa Indians when signed by a Judge or Magistrate. Upon service, a PPO may also be enforced by a state, an Indian Tribe, or a territory of the United States. See 18 USC 2265.
- (2) The court shall designate Sault Tribe Law Enforcement as the agency that is responsible for entering the PPO into the Law Enforcement Information Network as provided by the L.E.I.N. policy.

**34.112 Procedures for Court Clerk, Law Enforcement, Notification, L.E.I.N.**

- (1) The Clerk of Court shall do all of the following immediately upon issuance of a PPO and without requiring a proof of service, on the individual restrained or enjoined:
  - (a) File a true copy of the PPO with the law enforcement agency designated by the court in the PPO.
  - (b) Provide the petitioner with not less than 2 true copies of the PPO.
  - (c) If respondent is identified in the pleadings as a law enforcement officer, notify the officer's employing law enforcement agency, if known, about the existence of the PPO.
  - (d) If the PPO prohibits respondent from purchasing or possessing a firearm, notify the concealed weapon licensing board in respondent's county of residence about the existence and contents of the PPO. A written notice accompanied by a proof of service must be sent to the local gun board.

(e) If the respondent is identified in the pleadings as a department of corrections employee, notify the state department of corrections about the existence of the PPO.

(f) If the respondent is identified in the pleadings as being a person who may have access to information concerning the petitioner or a child of the petitioner or respondent and that information is contained in Friend of the Court records, notify the Friend of the Court for the county in which the information is located about the existence of the PPO.

(2) The law enforcement agency that receives a true copy of the PPO shall immediately and without requiring proof of service enter the PPO into the Law Enforcement Information Network.

(3) A PPO issued under this section shall be served personally or by the Clerk of Court by registered or certified mail, return receipt requested, delivery restricted to the addressee at the last known address or addresses of the individual restrained or enjoined or by any other manner provided in the Tribal Court rules. If the individual restrained or enjoined has not been served, a law enforcement officer or Clerk of Court who knows that a PPO exists may, at any time, serve the individual restrained or enjoined with a true copy of the order or advise the individual restrained or enjoined about the existence of the PPO, the specific conduct enjoined, the penalties for violating the order, and where the individual restrained or enjoined may obtain a copy of the order. If the respondent is less than 17 years of age, the parent, guardian, or custodian of that individual shall also be served personally or by registered or certified mail, return receipt requested, delivery restricted to the addressee at the last known address or addresses of the parent, guardian, or custodian of the individual restrained or enjoined. A proof of service or proof of oral notice shall be filed with clerk of court. This subsection does not prohibit the immediate effectiveness of a PPO or its immediate enforcement.

(4) The Clerk of Court shall immediately notify the law enforcement agency that received the PPO if either of the following occurs:

(a) The Clerk of Court has received proof that the individual restrained or enjoined has been served.

(b) The PPO is rescinded, modified, or extended by court order.

(5) The law enforcement agency that receives information under 34.112 shall enter the information or cause the information to be entered into the Law Enforcement Information Network.

(6) Subject to subsection 7, a PPO is immediately enforceable in any state, Indian country or United States territory by any law enforcement agency that has received a true copy of the order, is shown a copy of it, or has verified its existence on the Law Enforcement Information Network.

(7) If the individual restrained or enjoined has not been served, the law enforcement agency or officer responding to a call alleging a violation of a PPO shall serve the

individual restrained or enjoined with a true copy of the order or advise the individual restrained or enjoined about the existence of the PPO, the specific conduct enjoined, the penalties for violating the order, and where the individual restrained or enjoined may obtain a copy of the order. The law enforcement officer shall enforce the PPO and immediately enter or cause to be entered into the Law Enforcement Information Network that the individual restrained or enjoined has actual notice of the PPO. The law enforcement officer also shall file a proof of service or proof of oral notice with the Clerk of Court issuing the PPO. If the individual restrained or enjoined has not received notice of the PPO, the individual restrained or enjoined shall be given an opportunity to comply with the PPO before the law enforcement officer makes a custodial arrest for violation of the PPO. The failure to immediately comply with the PPO shall be grounds for an immediate arrest.

### **34.113 Penalties.**

(1) A respondent who is 17 years of age or more and who refuses or fails to comply with a PPO under this section is subject to the criminal contempt powers of the court and/or a criminal charge for violating the protection order. The criminal penalties provided for under this section may be imposed in addition to a penalty that may be imposed for another criminal offense arising from the same conduct. A respondent who is less than 17 years of age who refuses or fails to comply with a PPO issued under this section is subject to juvenile delinquency proceedings and the dispositional alternatives listed in the Juvenile section of the Tribal Code.

(2) A petitioner who knowingly and intentionally makes a false statement to the court in support of his or her petition for a PPO is subject to the contempt powers of the court in addition to any applicable criminal charge.

### **34.114 Violation of a PPO – Criminal Charge**

(1) A person commits the crime of violation of a PPO if the person violates any provision of a PPO that was issued against them, that was issued by a court of competent jurisdiction, and was in effect at the time of the violation.

(2) Sentence – Misdemeanor. The violation of a PPO is a misdemeanor offense and is punishable by up to 1 year incarceration and/or a \$1,000.00 fine.

### **34.115 Aiding and Abetting Violation of a PPO – Criminal Charge**

(1) A person commits the crime of aiding and abetting the violation of a PPO if, they have prior knowledge of the terms of a PPO and they knowingly assist a named respondent to violate the restrictions of the PPO.

(2) Sentence – Misdemeanor. Aiding and abetting the violation of a PPO is a misdemeanor offense and is punishable by up to 1 year incarceration and/or a \$1,000.00 fine.

### **34.116 Notice to Victim.**

After investigating or intervening in a violation of a PPO, a law enforcement officer shall provide the victim with a written copy of information contained in this section. The notice shall include all of the following:

- (1) The name and telephone number of the responding police agency.
- (2) The name and badge number of the responding law enforcement officer.
- (3) A statement that the victim can obtain a copy of the police incident report by contacting the law enforcement agency at the telephone number provided.
- (4) The contact information of the domestic abuse shelter program.
- (5) The contact information for emergency shelter and counseling services.
- (6) A statement that your legal rights include the right to go to court and file a petition requesting a PPO to protect you, other members of your household or other person's for whom you are responsible, which could include an order restraining or enjoining the abuser from:
  - a. Entering onto property including the victim's residence or place of employment
  - b. Assaulting, beating, molesting, or wounding you.
  - c. Threatening to kill or physically injure you.
  - d. Removing minor children from you, except as otherwise authorized by a custody or parenting-time order issued by a court of competent jurisdiction.
  - e. Engaging in harassing or stalking behavior as defined in Tribal Code Chapter 71.

### **34.117 Arrest Without a Warrant.**

- (1) A law enforcement officer shall arrest and take into custody a person without a warrant if:
  - (a) the officer has probable cause to believe a person has violated the terms of a restraining or protective order that was previously personally served upon the person, or that the person to be arrested has actual notice of the order; this provision applies whether the respondent is incarcerated or on conditional release and having contact with individuals for whom protective orders have been issued by a court of competent jurisdiction;
  - (b) the person protected by a foreign restraining or protective order presents a copy of the order to the officer and represents that the order supplied is the most recent order in effect between the parties and that the person restrained by the order was personally served with a copy of the order or has actual notice of the order, and the

officer has probable cause to believe that the person to be arrested has violated the terms of the foreign restraining or protective order;

(c) the person protected by a foreign restraining or protective order has filed a copy of the order with a court or has caused the order to be entered into the Law Enforcement Information Network, or in the databases of the National Crime Information Center of the United States Department of Justice, and the officer has probable cause to believe that the person to be arrested has violated the terms of the order; or

(d) the officer has probable cause to believe that the person to be arrested has failed to comply with a no contact provision of a bond or an interim order issued by a court in a criminal proceeding.

(2) No law enforcement officer shall be held liable criminally or civilly for making an arrest without a warrant upon probable cause as set forth above provided that

(a) The officer acted in good faith; or

(b) The law enforcement officer had a reasonable belief that any protective or restraining order in question is in effect and that the person restrained was personally served with the order or has actual notice of the terms of the order.

(3) No provision of this Code section shall be construed so as to abrogate or infringe upon the sovereign immunity of the Sault Ste. Marie Tribe of Chippewa Indians.

### **34.118 Civil Jurisdiction over Non Tribal Members**

In the cases where the person in violation of this Code is not an Indian and is not covered by previous subsections, the Court's exercise of power shall be civil rather than criminal. Tribal Court is also vested with the power to impose protection orders against non-Indians in accordance with the provisions of this Code.

### **34.119 Enforcement of Orders and Injunctions from Other Jurisdictions.**

Any domestic violence order, PPO or injunction granted by a court of competent jurisdiction shall be recognized by the Tribal Court and enforced by law enforcement.

**RESOLUTION NO:** \_\_\_\_\_

**AUTHORIZATION TO APPLY FOR  
TRIBAL EDUCATION DEPARTMENT GRANT PROGRAM (25 U.S.C. 2020)**

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 mission of the Sault Ste. Marie Tribe of Chippewa Indians is to provide for the perpetuation of our way of life and the welfare and prosperity of our people, to preserve our right to self-government and to protect our property and resources as ordained by the establishment of our constitution and bylaws; and

WHEREAS, our greatest resources are our children who will carry on our way of life in the next seven generations; and

WHEREAS, young Native Americans have a high rate of suicide, accidental overdose, high school drop-out rate, and incarceration; and

WHEREAS, on November 13, 2014, Sault Tribe committed to be a Participating tribe in Obama Administration's My Brother's Keeper Initiative; and

WHEREAS, there is a for leadership in the Tribal Education Department to improve education outcomes for our youth; and

WHEREAS, that need can be facilitated by an Education Director to work within the tribe and external agencies as a champion for a consolidated education center; and

WHEREAS, Sault Tribe wishes to determine the feasibility of a Tribal Education Center to provide facilities for all the tribal education programs under one roof; and

WHEREAS, Sault Tribe wishes to expand upon the Tribe's current school readiness programming; and

WHEREAS, The Bureau of Indian Education has released a funding announcement under 25 U.S.C. 2020 to provide federal funding under the Sovereignty in Indian Education Enhancement (S.I.E.) Program and Tribal Education Department (T.E.D.) Grant.

THEREFORE, BE IT RESOLVED, that the Chairperson of the Tribe, or their designee, is authorized to execute and / or amend all documents relating to the grant application and subsequent award.

BE IT FURTHER RESOLVED, that Aaron A. Payment, Tribal Chairperson, or his duly authorized designees, are authorized to sign, negotiate, amend, or rescind any agreement thereto.

**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 \_\_\_\_\_ 2015; 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: \_\_\_\_\_**

**INDIAN HEALTH SERVICES  
SPECIAL DIABETES PROGRAM FOR INDIANS GRANT-  
FINANCED SOLEY BY INDIAN HEALTH SERVICE FUNDS**

WHEREAS, American Indians and Alaska Native (AI/AN) have the highest prevalence of diabetes in the world. The diabetes rate in AI/adults is 16.1%, which is almost twice the rate of the total U.S. adult population (8.3%); and

WHEREAS, the Special Diabetes Program for Indians (SDPI) was first created in 1997 in order to treat and prevent Type 2 diabetes in Indian Country; and

WHEREAS, currently, SDPI provides funding to 404 HIS, Tribal, and Urban Indian Health programs, serving nearly all Federally-recognized tribes. The SDPI grant programs use evidence-based and community-driven strategies to address diabetes treatment and prevention across the lifespan; and

WHEREAS, SDPI has successfully implemented innovative intervention in AI/SAN communities across the nation to address the epidemic of diabetes, guided by both the scientific literature and community-driven priorities, SDPI has helped the grant program, Tribal leaders, and HIS collectively build on of the most strategic and comprehensive diabetes treatment and prevention programs in the United States; and

WHEREAS, Indian Health Service, has grant funds available for Special Diabetes Program for Indians, financed solely by 2016 Indian Health Service for a 2-year grant project.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes Aaron Payment, Tribal Chairperson, or his designee, to sign, negotiate, amend, and execute any application to apply for, and agreement to accept funding if awarded, the Indian Health Services – Special Diabetes Program for Indians- financed solely by IHS funds.

**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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**TRUST LAND LEASE – 2293 SHUNK ROAD  
PARR  
SAULT STE. MARIE, MICHIGAN**

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

A parcel of land located in the Fractional Northwest ¼ , Section 16, Township 47 North, Range 1 East, City of Sault Ste. Marie, Chippewa County, Michigan more particularly described as commencing at the West ¼ corner of said Section 16; thence N02°07'24"E along the West line of said Fractional Northwest ¼ a distance of 1101.67 feet; thence S87°52'26"E a distance of 33.00 feet to a point on the Easterly right of way line of Shunk Road, said point is the POINT OF BEGINNING:

Thence N02°07'34"E along said Easterly right of way line a distance of 120.00 feet;  
Thence S87°52'26"E a distance of 130.00 feet;  
Thence S02°07'24"W a distance of 120.00 feet;  
Thence N87°52'26"W a distance of 130.00 feet to the POINT OF BEGINNING.

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

**CERTIFICATION**

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom \_\_\_\_\_ members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the \_\_\_\_\_ day of \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**TRUST LAND LEASE –LOT 508  
BROWN  
KINROSS, MICHIGAN**

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

Lot 508 Cedar Grove Estates III

**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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**CELLULAR PHONE SERVICES CONTRACT- AT&T MOBILITY**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians has need for cellular services to support the provision of services to the Tribal employees and members.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Tribe hereby determines that it is in the Tribe's best interest to continue service with AT&T for cellular service under the Western States standard agreement.

BE IT FURTHER RESOLVED, that the Chairperson, or his designees, are authorized to execute such agreements as may be necessary to ensure continued service with AT&T Mobility, commencing at this point and continuing as long as it remains in the Tribe's best interests to do so.

**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 \_\_\_\_\_ 2015; 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: \_\_\_\_\_**

**ACCEPTANCE - 2016 INDIAN HOUSING PLAN**

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians is a duly organized Indian Tribe under the Indian Reorganization Act of June 15, 1934 (48 stat. 37); and

WHEREAS, the Sault Ste. Marie Tribe of Chippewa Indians Housing Authority, is organized by Tribal Ordinance; and

WHEREAS, Section 102 of the Native American Housing Assistance and Self-Determination Act (NAHASDA) requires the submission of an Indian Housing Plan for guiding and accomplishing housing activities to meet community housing needs; and

WHEREAS, there are funds made available through the U. S. Department of Housing and Urban Development Office of Native American Programs to meet the needs according to the Indian Housing Plan; and

NOW, THEREFORE, BE IT RESOLVED, the Sault Tribe Board of Directors accepts the 2016 Indian Housing Plan, Grant No. 55-IH-26-5480, as presented and does hereby request funding from the U. S. Department of Housing and Urban Development.

BE IT FURTHER RESOLVED, the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors does agree to follow the Sault Tribe Housing Commission Board and HUD approved Indian Housing Plan in order to provide housing opportunities.

**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 \_\_\_\_\_ 2015; 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: \_\_\_\_\_**  
**APPROVAL AND AUTHORIZATION OF AMENDMENT**  
**OF PNC BANK FINANCING**  
**WAIVER OF SOVEREIGN IMMUNITY AND**  
**CONSENT TO WAIVER OF TRIBAL COURT JURISDICTION**

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 Kewadin Casinos Gaming Authority (the "Authority") is a governmental instrumentality of the Tribe.

1.3 The Authority is the borrower under a Second Amended and Restated Loan Agreement (the "Loan Agreement") among the Authority, the Tribe, PNC Bank, National Association, as Administrative Agent (the "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 with respect to certain representations, warranties and covenants. The Tribe has entered into certain other documents in respect of the Financing (the Loan Agreement and other documents are the "Tribe Loan Documents") evidencing its obligations ("Tribe Obligations").

1.5 Pursuant to Resolution 2013-180, the Board of Directors authorized the Tribe to enter into the Tribe Loan Documents and related transactions, and the Tribe and the Authority wish to enter into agreements with the Lenders for the purpose of waiving certain events of default and amending certain provisions of the Loan Agreement (the "Amendment"), and the Lenders are willing to grant such request.

1.6 It is a condition to the Financing and the Amendment that the Tribe and the Authority each 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, 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 and that certain events of default be obtained as set forth in the draft Limited Waiver and First Amendment to Second Amended and Restated Loan Agreement attached hereto, and the Tribe waive the jurisdiction of the Tribal Court in connection therewith.

## Section 2 APPROVALS AND AUTHORIZATION

2.1 The Board of Directors authorizes and directs the Tribe, through its Chairperson, on such conditions and terms as he deems fit, to enter into the Amendment on such terms as he may agree upon, which approval shall be conclusively presumed by execution and delivery of the Amendment by the Chairperson, and to perform its obligations thereunder.

2.2 The Chairperson is authorized and directed to execute and deliver such other certificates, documents, or instruments, as may be required or to take any and all such action which may be necessary or convenient to effectuate the Amendment.

## 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 waives its sovereign immunity from suit should an action be commenced under the Tribe Obligations, as amended by the Amendment.

This waiver:

- i) shall terminate upon performance by the Tribe of all of its obligations under the Tribe Loan Documents, as amended, or any subsequent extensions,
- ii) is granted solely to the Administrative Agent, the Lenders and their respective successors and assigns;
- iii) shall extend to inter alia, any judicial or non judicial action, including, but not limited to, any lawsuit, arbitration, and judicial or non judicial action to resolve disputes between the Tribe and the Administrative Agent and Lenders 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 Tribe Loan Documents, as amended;
- iv) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan the Sault Ste. Marie Tribal Court and federal courts in Michigan (including the United States Bankruptcy Court) or any arbitrator or arbitration panel; and
- v) shall be enforceable against all assets of the Tribe to the extent necessary to satisfy the Tribe's obligation under the Tribe Loan Documents, as amended.

3.2 The Tribe Loan Documents, as amended, shall be construed in accordance with and governed by the internal laws of the State of Michigan, as set forth in such documents, except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the Michigan Uniform Commercial Code. The Tribe expressly consents to the jurisdiction of the courts of the State of Michigan and the federal courts in Michigan, including any

courts to which decisions may be appealed, with respect to any controversies arising from this resolution, the Tribe Loan Documents, as amended, any amendments thereto, or to any transactions in connection therewith.

Res. No: \_\_\_\_\_  
Page 3

Section 4 WAIVER OF TRIBAL COURT JURISDICTION

The Board of Directors expressly confirms its waiver under the Tribe Loan Documents, as amended, and waives jurisdiction of the Tribal Court over any action arising under the Tribe Loan Documents and the Authority Loan Documents identified in Gaming Authority Resolutions 2007-05, 2010-12, 2012-231 and 2013-10, as amended, pursuant to the provisions of Section 44.108 of the Tribal Code, as was then applicable, and pursuant to Section 44.109 of the Tribal Code, except to the extent that the Tribe Loan Documents or the Authority Loan Documents, as amended, may provide for limited jurisdiction for enforcement of an arbitration award under Chapter 95 of the Tribal Code.

**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 \_\_\_\_\_ 2015; 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



**RESOLUTION NO:** \_\_\_\_\_

**COMMUNITY RECREATION CENTER, CHILD CARE CENTER,  
NORTHERN TRAVEL, AND INDIRECT  
FY 2015 BUDGET MODIFICATIONS**

WHEREAS, the Board of Directors approved Resolution #2015-57 to approve the FY 2014 Year End Reconciliations for a re-allocation of Tribal Support of \$243,779.46.

WHEREAS, due to the timing and completion of the 2014 Annual Audit, the additional Tribal Support approved for FY 2014 was not recorded in FY 2014. The four programs were left with a loss to fund balance, which needs to be covered in FY 2015.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2015 budget modification to Community Recreation Center, Child Care Center, Northern Travel, and Indirect for an increase in Tribal Support of \$243,779.46 per the attached amounts.

**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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**EDUCATION - HONORING OUR CHILDREN INITIATIVE  
ESTABLISHMENT OF FY 2016 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 2016 budget for Honoring our Children Initiative with Inter-Tribal Council monies of \$30,920.00. No effect on Tribal Support.

**CERTIFICATION**

We, the undersigned, as Chairperson and Secretary of the Sault Ste. Marie Tribe of Chippewa Indians, hereby certify that the Board of Directors is composed of 13 members, of whom \_\_\_\_\_ members constituting a quorum were present at a meeting thereof duly called, noticed, convened, and held on the \_\_\_\_\_ day of \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**EMPLOYMENT -WIOA WORK EXPERIENCE  
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 WIOA Work Experience for an increase in Federal DOL monies of \$2,549.83. 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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**MIDJIM ST. IGNACE  
FY 2015 CAPITAL PURCHASES BUDGET MODIFICATION**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2015 capital purchases budget modification to Midjim St. Ignace for an increase of \$45,000.

**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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**CHILD CARE CENTER FY 2015 BUDGET MODIFICATION**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2015 budget modification to Child Care Center for changes in the Personnel Sheet. 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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**INDIRECT -EXECUTIVE DIRECTOR AND INDIRECT  
FY 2015 BUDGET MODIFICATIONS**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2015 budget modifications to Indirect -Executive Director and Indirect for changes in the Personnel Sheet and an increase in Tribal Support monies \$10,976.46.

**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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**FY 2016 BUDGET DOCUMENT 002**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians here by approves the FY 2016 Budget Document 002 totaling \$64,102,250 of which \$5,544,868 comes from 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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

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

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

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

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

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

**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 \_\_\_\_\_ 2015; 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:** \_\_\_\_\_

**FY 2016 BUDGET DOCUMENT 003**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2016 Budget Document 003 totaling \$29,962,830 of which \$11,996,733 comes from 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 \_\_\_\_\_ 2015; 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

**BOARD OF DIRECTORS REGULAR MEETING**  
**September 22, 2015**  
**Sponsor's List**

**RESOLUTIONS:**

Am. Ch. 34: Personal Protection Orders- Justin Derhammer

Education Dept Grant – Larry Jacques

IHS-Special Diabetes Program – Jenni O'Dell

Trust Land Lease – Parr – Brenda Jeffreys

Trust Land Lease – Brown – Brenda Jeffreys

Cellular Phone Service Contract – Christine McPherson

Acceptance of 2016 Indian Housing Plan – Joni Talentino

PNC Bank Financing – Rick McDowell/Bill Connolly

Budget:

Com. Rec, Child Care, N. Travel, Indirect- Bill Connolly

Education – Honoring Our Children Initiative-Jess Dumback

Employment – WIOA Work Experience-Jess Dumback

Midjim St. Ignace Cap Purchases-Jaime MacDonald

Child Care Center –Jess Dumback

Indirect – Executive Director/Indirect-Christine McPherson

FY 2016 Budget Doc 002-Budgets

Continuing Funding Authority-Budgets

FY 2016 Budget Doc 003-Budgets

**NEW BUSINESS:**

Committee Request – Various Committees