

**BOARD OF DIRECTORS REGULAR MEETING  
KEWADIN CASINO AND CONVENTION CENTER  
SAULT STE. MARIE, MICHIGAN  
MINUTES  
August 6, 2019**

The meeting was opened at 5:03 p.m. by Chairperson Payment.

Present: Kim Gravelle, Michael McKerchie, DJ Hoffman, Jennifer McLeod, Lana Causley, Keith Massaway, Denise Chase, Darcy Morrow, Charles Matson, and Aaron Payment.

Absent: Bridgett Sorenson.

**Moved by Director McLeod, supported by Director Causley, to excuse Director Sorenson from the meeting.  
Motion carried unanimously.**

**Moved by Director McLeod, supported by Director Causley, to approve the agenda as read.  
Motion carried unanimously.**

**Moved by Director McLeod, supported by Director Morrow, to approve the Minutes of 6-11-2019; 6-18-2019; and 7-16-2019 as written.**

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director McLeod, to reaffirm Res. 2019-192, White Pine Lodge Enterprise Corporate Charter.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby establishes White Pine Lodge Enterprise, as a single member corporate charter and names the Sault Ste. Marie Tribe of Chippewa Indians Economic Development Executive Director to the single member corporate board, with the authority to apply for a Liquor License for White Pines Lodge.

**Motion carried unanimously.**

**Moved by Director Hollowell, supported by Director McLeod, to approve Res. 2019-209, Brady Park Cemetery Establishment of 2019 and 2020 Budgets.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2019 and FY 2020 budget for Brady Park Cemetery with Tribal Operations monies of \$2,000.00 for each year.

**Motion carried unanimously.**

**Moved by Director Causley, supported by Director Morrow, to approve Res. 2019-210, Cultural and Education Hotel Tax FY 2019 Budget Modifications.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modifications to combine Cultural Hotel Tax and Education Hotel Tax into one cost center. The Executive Director will oversee and manage. No effect on Tribal Support.

**Motion carried unanimously.**

**Moved by Director McLeod, supported by Director McKerchie, to approve Res. 2019-211, Mental Health Job Title Change 2019 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modification to Mental Health to change the personnel sheet. No effect on Tribal Support.

**Motion carried unanimously.**

**Moved by Director McLeod, supported by Director Massaway, to approve Res. 2019-212, Mental Health Interim Position 2019 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modification to Mental Health to change the personnel sheet and reallocate expenses. No effect on Tribal Support.

**Motion carried with Director Hoffman opposing.**

**Moved by Director McLeod, supported by Director Gravelle, to approve Res. 2019-213, Emergency Preparedness and Health Center Administration 2019 Budget Modifications.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modifications to Health Center Emergency Preparedness to change the Personnel Sheet and increase State of Michigan monies \$11,334.00 and to Health Center Administration to change the personnel sheet and reallocate expenses. No effect on Tribal Support.

**Motion carried unanimously.**

**Moved by Director McLeod, supported by Director Morrow, to approve Res. 2019-214, Tribal Practices for Wellness in Indian Country FY 2020 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2020 budget modification to Tribal Practices for Wellness in Indian Country to increase Federal CDC monies \$58,435.27. No effect on Tribal Support.

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

**Moved by Director Gravelle, supported by Director Morrow, to approve Res. 2019-215, Ruffed Grouse 2019 Budget Modification.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modification to Ruffed Grouse to change the personnel sheet and increase Federal BIA monies \$69,981.09. No effect on Tribal Support.

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

**Moved by Director Morrow, supported by Director Chase, to approve Res. 2019-216, Environmental – GLRI Invasive Species Establishment of FY 2020 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 2020 budget for GLRI Invasive Species with EPA Federal Revenue monies of \$67,883.36. No effect on Tribal Support.

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

**Moved by Director McLeod, supported by Director Gravelle, to approved Res. 2019-217, Environment Contracts – Housing FY 2019 Budget Modification and Environment Contracts – Utility Establishment FY 2019 Budget.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2019 budget modification to Environment Contracts – Housing to change the personnel sheet and reduce Other Revenue monies \$28,339.35. 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 2019 budget for Environment Contracts – Utility with Other Revenue monies \$32,000.00. No effect on Tribal Support.

**Motion carried unanimously.**

**Moved by Director McLeod, supported by Director Hollowell, to approve Res. 2019-217(this res. number was used twice) Sanitation BE-19-K53 Establishment of 2020 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 2020 budget for Sanitation BE-19-K53 with Federal IHS monies of \$406,400.00. No effect on Tribal Support.

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

**Moved by Director McLeod, supported by Director Hollowell, to approve Res. 2019-218, Industrial Warehouse Complex and MEDC Industrial Warehouse Establish FY 2020 Budgets.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the establishment of a FY 2020 budget for Industrial Warehouse Complex with Federal Department of Commerce monies \$1,666,667.00. 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 2020 budget for MEDC Industrial Warehouse with State of Michigan monies \$245,000.00. No effect on Tribal Support.

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

**Moved by Director Massaway, supported by Director Morrow, to approve Res. 2019-219, Continuing Funding Authority for Fiscal Year 2020 September to August.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors approves continuing funding for the following cost centers for fiscal year 2020, at their 2019 spending levels, for a period not to exceed 45 days:

CC#2230 – Early Head Start	CC#2233 – Early Head Start BIA
CC#3070 – Head Start HHS	CC#3071 – Head Start BIA
CC#2257 – COPS TRGP	

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

**Moved by Director Hoffman, supported by Director Massaway, to approve Res. 2019-220, Trust Land Business Lease to Sault Tribe EDC (St. Ignace, MI – Mackinac County – MC-008).**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians (“Tribe”) hereby authorizes the Tribal Chairman and Treasurer to execute a lease of Tribal Trust lands as they deem to be in the best interest of the tribe and land being described as follows: \*see attachment A\*

to the Sault Tribe EDC upon such terms and conditions as they may set out, and to execute such further documents, and certificates as may be necessary to complete the lease.

RESOLVED, the lease is in promotion of the public purposes and the negotiated rental amount has been determined to be in the best interest of the Tribe and its people, and valuation in accordance with 25 CFR 162.320 is hereby waived.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Massaway, to approve Res. 2019-221, Trust Land Business Lease to Sault Tribe EDC (256 W. Three Mile – Sault Ste. Marie, MI).**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians (“Tribe”) hereby authorizes the Tribal Chairman and Treasurer to execute a lease of Tribal Trust lands as they deem to be in the best interest of the tribe and land being described as follows: \*see attachment A\*

to the Sault Tribe EDC upon such terms and conditions as they may set out, and to execute such further documents, and certificates as may be necessary to complete the lease.

RESOLVED, the lease is in promotion of the public purposes and the negotiated rental amount has been determined to be in the best interest of the Tribe and its people, and valuation in accordance with 25 CFR 162.320 is hereby waived.

**Motion carried unanimously.**

**Moved by Director Gravelle, supported by Director Hoffman, to approve Res. 2019-222, Authorization to Bid on Parcels Public Land Auction August 8, 2019.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors hereby authorizes the Tribe's EDC Executive Director, or his designee to participate in the public land auction scheduled for August 8, 2019 either in person or on-line; and to placed bids on any or all parcels approved for purchase in Resolutions 2018-185, 2018-207, 2018-219 and 2019-171 using previously approved funds.

BE IT FUTHER RESOLVED, that the Board of Directors hereby authorizes the Tribe's EDC Executive Director, or his designee, to place bids on any and all of the additional parcels of lands being offered as discussed at a total cost not to exceed \$6,000.00.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director Matson, to approve Res. 2019-223, Authorization to Sell Property Kincheloe, MI.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Tribe's EDC Director, or his designee, to negotiate and enter into agreements to sell the following DeMawating Development and Kinross Woodside LLC parcels located in Kincheloe, MI, at a prices discussed during the workshop held on these dispositions: SEE ATTACHMENT A

BE IT FURTHER RESOLVED, that upon successful completion of those negotiations, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes its Chairperson and its Treasurer or their respective designees, to execute any documents necessary to effectuate the sale of those parcels of land from DeMawating Development and Kinross Woodside LLC's real property assets.

**Motion carried with Director McLeod opposing.**

**Moved by Director Causley, supported by Director Chase, to approve Res. 2019, 224, Sault Tribe Business Solutions Loan.**

RESOLVED, that the Board of Directors hereby authorizes Sault Tribe Business Solutions, a Tribal Enterprise, to borrow up to the sum of Eight thousand seven hundred dollars (\$8,700.00) at a rate of 4% from Eagle Lending.

BE IT FUTHER RESOLVED, that the Board of Directors authorizes the EDC Executive Director and the Sault Tribe's Chief financial officer to execute the loan documents using the above approved terms.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Morrow, to approve Res. 2019-225, Partial Waiver of Convictions for Ms. Shannon Lovin.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors, pursuant to Tribal Code Chapter 76 grants a partial waiver to Ms. Shannon Lovin for the convictions of: Misdemeanor – Attempt Interfering with Electronic Communications 12/16/2014.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Causley, to approve Res. 2019-226, Waiver of Sovereign Immunity and Consent to Waiver of Tribal Court Jurisdiction Abacus Data Systems, Inc.**

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 would like to enter into a Case Management Software Services Agreement with ABACUS Data Systems, Inc., ("ABACUS"), for the purposes of providing case management services to the Prosecutor's Office of the Tribe, and

1.3 ABACUS has refused to consent to such Case Management Software Services Agreement without a waiver of sovereign immunity or Tribal Court jurisdiction.

1.4 In order to induce ABACUS to enter into the Case Management Software Services Agreement, the Tribe is required to confirm that the Tribe and all other entities claiming by, through or under the Tribe will not claim tribal immunity or exclusive Tribal Court jurisdiction with respect to any disputes or causes of action between the Tribe and ABACUS that might arise from, or relate to, in any respect, the Service Agreement. All of the foregoing are referred to herein as the "Waiver and Consent Obligations."

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

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

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

This waiver:

- i) shall terminate upon performance by the Tribe of all of its obligations under the Case Management Services Agreement or any subsequent extensions of the Case Management Services Agreement; and
- ii) is granted solely to ABACUS; and
- 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 ABACUS 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 Case Management Software Services Agreement.
- iv) shall be enforceable only in a court of competent jurisdiction, including courts of the State of Michigan the Tribal Court and federal courts in Michigan and the state of California, (including the United States Bankruptcy Courts) or any arbitrator or arbitration panel; and
- v) shall be enforceable against the assets of the Tribe to the extent necessary to satisfy the Tribe's obligation under the Case Management Software Service Agreement; and
- vi) the Case Management Software Service Agreement, and other associated finance documents shall be construed in accordance with and governed by the internal laws of the State of California, as set forth in such documents. The Board authorizes the Tribe to consent to the jurisdiction of the courts of the State of Michigan and the federal courts in Michigan and California, including any courts to which decisions may be appealed, with respect to any controversies arising from this resolution or the Case Management Software Service Agreement of extensions thereof.

Section 3 WAIVER OF TRIBAL COURT JURISDICTION

3.1 The Board of Directors waives the exclusive jurisdiction of the Tribal Court over any action arising under the Case Management Software Service Agreement.

**Motion carried unanimously.**

**Moved by Director Matson, supported by Director McLeod, to approve Res. 2019-227, Authorization to Open Bank Accounts for EDC (White Pine Lodge) with People's State Bank.**

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the CFO or his designee, to establish the necessary accounts with People's State Bank for day-to-day banking activity to insure that financial operations relating to the Tribe's acquisition of the White Pine Lodge continue in an effective manner. Signatures of the following are required to transact any activity on said accounts:

Aaron A. Payment                      DJ Hoffman                      Robert Schulte  
Keith Massaway                      Bridgett Sorenson                      Christine McPherson

Said accounts will require the signatures of two of the signatories.

BE IT FINALLY RESOLVED, that the Board of Directors grants inquiry access to these accounts for obtaining transactional information to the following Accounting Department staff:

Julie Hagan                      Rita Bricker

BE IT FINALLY RESOLVED, that this resolution rescinds Resolution 2019-167.

**Motion carried unanimously.**

**Moved by Director McLeod, supported by Director Causley, to approve Res. 2019-228, Application for State of Michigan – Department of Health and Human Services – (DHHS) Culturally Specific Underserved (CSU) Grant.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes application to the State of Michigan – Department of Health and Human Services – Division of Victim Services.

BE IT FURTHER RESOLVED, that Aaron Payment, Tribal Chairperson, is hereby authorized to submit said proposal to the State of Michigan – Department of Health and Human Services - Michigan Domestic and Sexual Violence Prevention and Treatment Board, to negotiate, execute, and amend any documents resulting therefrom on the Tribe's behalf.

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

**Moved by Director McLeod, supported by Director Massaway, to approve Res. 2019-229, Amending Tribal PRC Eligibility Policy Member Employees and Dependents.**

NOW, THEREFORE, BE IT RESOLVED, that this Board of Directors hereby directs that all Sault Ste. Marie Tribal members who are also employees and who reside in the CHSDA, and who also are participants in the Tribal Health and Vision Benefits Plan, shall be enrolled as participants in the PRC program without further requirement of enrollment or completion of forms.

BE IT FURTHER RESOLVED, that the dependents of those employees shall also be enrolled as participants in the PRC program, provided that the dependents are also eligible members of the Tribe and enrolled as participants in the Health and Vision Benefits Plan as dependents.

BE IT FINALLY RESOLVED, that the eligibility policies for the PRC program, and the informational paperwork shall be amended to give lasting effect to these requirements.

**Roll Call Vote: Motion carried with Directors Causley, Gravelle, Matson, McLeod, Massaway, McKerchie, Hollowell approving; Directors Morrow, Chase, Hoffman opposing.**

**Moved by Director Morrow, supported by Director Chase, to approve Res. 2019-230, Approving Lease Amendment for the Escanaba Tribal Community Health Center.**

BE IT RESOLVED, that the Chairperson of the Tribe is authorized and directed to execute the lease for the property located at 1401 North 26th Street, Escanaba, Michigan, with the lease expiring July 31, 2020.

**Motion carried unanimously.**

**Moved by Director Morrow, supported by Director Gravelle, to approve Res. 2019-231, National Congress of American Indians 2019 Annual Convention Delegates and 2020 Dues.**

NOW, THEREFORE, BE IT RESOLVED, pursuant to Article III, Section 2 of the NCAI Constitution the Sault Ste. Marie Tribe of Chippewa Indians designates the following individuals as Delegates and Alternate Delegate and instructs them to become Individual Members in good standing in the NCAI in order to fulfill their responsibilities:

Delegate: Aaron A. Payment, Chairperson

Alternate: DJ Hoffman, Director, Vice Chair

Alternate: Bridgett Sorenson, Director, Secretary

Alternate: Keith Massaway, Director, Treasurer

Alternate: Michael McKerchie, Director

Alternate: Jennifer McLeod, Director Alternate: Kimberle Gravelle, Director

Alternate: Lana Causley-Smith, Director Alternate: Catherine Hollowell, Director

Alternate: Denise Chase, Director Alternate: Darcy Morrow, Director

Alternate: Charles Matson, Director

Alternate: Michael McCoy, Legislative Director

Alternate: Kenneth Ermatinger, Gaming Commission Director

BE IT FURTHER RESOLVED, that the Delegates and Alternate Delegates are allowed to hold run an officer position within the NCAI.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Massaway, to approve Res. 2019-232, Resolution to Finalize the Purchase of Land Comprising Part of the Methodist Mission Reserve.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Tribe hereby authorizes the purchase the Property, described more particularly below, for \$1.00:

Land situated in the City of Sault Ste. Marie, County of Chippewa, Michigan

Parcel A:

A parcel of land located in the fractional Northeast 1/4 and the fractional Southeast 1/4, Section 16, Town 47 North, Range 1 East, more particularly described as commencing at the Southeast corner of said Section 16; thence North 00°24'35" West along the East line of said Section 16 a distance of 2640.04 feet to the East 1/4 corner of said Section 16; thence North 89°27'29" West along the East-West 1/4 line of said Section 16 a distance of 33.00 feet to a point on the Westerly right-of-way line of Gardenville Road, said point is the point of beginning; thence South 00°24'55" East along said Westerly right-of-way line a distance of 2606.99 feet to a point

on the Northerly right-of-way line of 3 Mile Road; thence North 89°23'50" West along said Northerly right-of-way line a distance of 1993.59 feet to a point on the Southeasterly line of the Methodist Mission Reserve Tract; thence North 21°27'06" East along said Southeasterly line a distance of 2788.13 feet to a point on the East-West 1/4 line of said Section 16; thence continuing North 21°27'06" East along said Southeasterly line a distance of 718.89 feet; thence North 21°33'26" East along said Southeasterly line a distance of 208.34 feet; thence South 31°09'38" East a distance of 409.07 feet; thence South 00°24'55" East a distance of 237.53 feet; thence North 89°27'29" West a distance of 322.46 feet; thence South 21°27'06" West a distance of 300.27 feet to a point on the East-West 1/4 line of said Section 16; thence South 89°27'29" East along said East-West 1/4 line a distance of 834.37 feet to the point of beginning, being the Remainder-Gardenville parcel of Northwoods Land Surveying certificate of survey Job 1235-01P, dated November 24, 2003.

Parcel B:

All that part of Private Land Claim 153 known as the Methodist Mission Reserve being in Section 16 and lying between East and West 1/4 line of said Section 16 and South line, Section 16, Town 47 North, Range 1 East.

Subject to a conservation easement recorded in Liber 1209, Page 891 and corrected by the affidavit recorded in Liber 219, page 669, and a conservation easement recorded in Liber 1063, page 1365.

BE IT FURTHER RESOLVED, that, as to the City, on condition that the City agrees that the limited waivers of sovereign immunity contained in the Assignment Agreement do not apply to any third parties, but apply only to the City and to the State of Michigan (through its agency the Department of Environment, Great Lakes, and Energy, and its successor entity (if any)), the Board of Directors hereby expressly approves and authorizes the specific limited waiver of sovereign immunity set forth in Paragraph 5(A) of the Assignment Agreement, i.e., only a limited waiver of its sovereign immunity from suit from proceedings a) initiated by the City to enforce any rights or obligations the City may have (if any) pertaining to the Conservation Easements Rights and Obligations under the Assignment or under the Purchase Agreement entered into between the City and Meijer, Inc. (successor by merger to Good Will Co., Inc.) dated June 2, 2015 and containing Exhibits A-C (the "Purchase Agreement"), and (b) limited in duration to the expiration of the limitations period for an action for breach of the Conservation Easements Rights and Obligations that occurred after the date of delivery of the Warranty Deed for the Property by the City to the Tribe (the "Transfer Date") through the date that the Tribe conveys ownership of Parcel A and/or Parcel B to another party, other than the United States in trust for the Tribe, provided that:

If the Tribe ever conveys ownership of Parcel A and/or Parcel B to another party other than to the United States in trust for the Tribe, that party would then become the Grantor of the Conservation Easement(s);

If the Tribe ever conveys Parcel A and/or Parcel B to the United States in trust for the Assignee, the Conservation Easement(s) would continue to be fully enforceable against the Tribe, as the beneficial owner, consistent with the Tribe's limited waiver of immunity, but would not be enforceable against the United States; and

further provided that the limited waiver of the Tribe's sovereign immunity will be effective if and only if all of the following conditions are met:

The claim is made by the City under Paragraph 5(A) of the Assignment Agreement, and not by any other person, corporation, partnership or entity, whatsoever;

The claim alleges a breach by the Tribe of one or more of the specific obligations or duties assumed pursuant to the terms and provisions of the Assignment Agreement, the Purchase Agreement, or the Conservation Easements;

The claim seeks specific performance and/or injunctive relief related to alleged non-compliance with the Assignment Agreement, the Purchase Agreement, or the Conservation Easements Rights and Obligations;

The claim may seek money damages for noncompliance with the terms and provisions of the Assignment Agreement, the Purchase Agreement, or the Conservation Easements Rights and Obligations; provided however, that the property, assets or funds specifically pledged and assigned to satisfy any judgment secured by the City under the Assignment Agreement shall be limited to operating profits of the Assignee; and

The claim is brought only in a court of competent jurisdiction in the State of Michigan.

BE IT FURTHER RESOLVED, that, as to the State, on condition that the State agrees that the limited waivers of sovereign immunity contained in the Assignment Agreement do not apply to any third parties, but apply only to the City and to the State of Michigan (through its agency the Department of Environment, Great Lakes, and Energy, and its successor entity (if any)), the Board of Directors hereby expressly approves and authorizes the specific limited waiver of sovereign immunity set forth in Paragraph 5(B) of the Assignment Agreement, i.e., only a limited waiver of its sovereign immunity from suit from proceedings a) initiated by the State of Michigan (through its agency the Department of Environment, Great Lakes, and Energy, and its successor entity (if any)) to enforce any rights or obligations the State may have (if any) pertaining to the Conservation Easements Rights and Obligations under the Assignment or under the Purchase Agreement, and (b) limited in duration to the shorter of (1) ten (10) years from the Transfer Date, to be automatically renewed for successive ten (10) year periods unless the Tribe and the State of Michigan mutually agree to terminate the Conservation Easement and notify each other of that agreement in writing as provided in Paragraph 8 of the Assignment Agreement not less than 90 days prior to the expiration of the then current durational period; or (2) unless the Assignee conveys ownership of Parcel A and/or Parcel B to another party other than to the United States in trust for the Tribe and the statute of limitations period lapses for acts done while the Tribe was the owner of Parcel A and/or Parcel B, provided that:

If the Tribe ever conveys ownership of Parcel A and/or Parcel B to another party other than to the United States in trust for the Tribe, that party would then become the Grantor of the Conservation Easement(s);

If the Tribe ever conveys Parcel A and/or Parcel B to the United States in trust for the Assignee, the Conservation Easement(s) would continue to be fully enforceable against the Tribe, as the beneficial owner, consistent with the Tribe's limited waiver of immunity, but would not be enforceable against the United States; and further provided that the limited waiver of the Tribe's sovereign immunity will be effective if and only if all of the following conditions are met:

The claim is made by the State of Michigan (through its agency the Department of Environment, Great Lakes, and Energy, and its successor entity (if any)) under Paragraph 5(B) of the Assignment Agreement, and not by any other person, corporation, partnership or entity, whatsoever;

The claim alleges a breach by the Tribe of one or more of the specific obligations or duties assumed pursuant to the terms and provisions of the Assignment Agreement, the Purchase Agreement, or the Conservation Easements;

The claim seeks specific performance and/or injunctive relief related to alleged non-compliance with the Assignment Agreement, the Purchase Agreement, or the Conservation Easements Rights and Obligations;

The claim may seek money damages for noncompliance with the terms and provisions of the Assignment Agreement, the Purchase Agreement, or the Conservation Easements Rights and Obligations; provided however, that the property, assets or funds specifically pledged and assigned to satisfy any judgment secured by the City under the Assignment Agreement shall be limited to operating profits of the Assignee; and

The claim is brought only in a court of competent jurisdiction in the State of Michigan.

BE IT FURTHER RESOLVED, that the Board of Directors of the Tribe expressly grants a limited waiver of sovereign immunity from a judgment or order which is consistent with the terms and provisions of Paragraphs 5 and 6 of the Assignment Agreement, and which judgment or order is final because either (a) the time for appeal thereof has expired or (b) the judgment or an order is issued by a court having final appellate jurisdiction over the matter.

BE IT FURTHER RESOLVED, that, notwithstanding any other provision of this Resolution, and on condition that (without waiving its sovereign and governmental immunity) the City shall indemnify, defend and hold harmless the Tribe from all claims arising, through no fault of the Tribe, in connection with the Conservation Rights and Obligations and the Purchase Agreement Rights and Obligation, prior to or on the Transfer Date, the Board of Directors expressly does not waive its sovereign and governmental immunity, if the Board indemnifies, defends and holds harmless the City from all claims arising, through no fault of the City, in connection with the Conservation Easements Rights and Obligations and the Purchase Agreement Rights and Obligations assumed by the Tribe from and after the Transfer.

BE IT FURTHER FINALLY RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes Chairperson Aaron Payment, after review by the Tribe's designated legal counsel to execute the Assignment Agreement, to purchase and obtain title insurance on these properties, to sign such other closing documents as the Tribe's designated legal counsel will direct prior to or at closing, and to make all necessary expenditures reasonably required for these purposes.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Gravelle, to approve Res. 2019-233, Approve Project, Contract Award, and Tribal Funds for Sault Tribe ACFS/CCDF Early Childhood Center.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the Sault Tribe ACFS/CCDF Early Childhood Center project and authorizes Aaron A. Payment, Tribal Chairperson or his designee, to negotiate, execute and amend any documents resulting therefrom on the Tribe's behalf, on a contract between the Sault Ste. Marie Tribe of Chippewa Indians and Roy Electric Company Inc. for construction of the Sault Tribe ACFS/CCDF Early Childhood Center, pending approval of the CCDF construction application, and authorizes \$1,300,000 expenditures from CCDF, cost center 2801, and authorizes tribal funds to be utilized for the remaining project costs of \$1,969,000.

**Motion carried unanimously.**

**Moved by Director Massaway, supported by Director McLeod, to approve Res. 2019-234, Child Care Development Fund (CCDF).**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes Anishnaabek Community and Family Services (ACFS) to reapply for and administer the CCDF Program for FY 2020-2022.

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

**Moved by Director Morrow, supported by Director Chase, to approve Res. 2019-235, Authorization to Purchase Property Harvey, MI.**

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes the Tribe's EDC Executive Director to negotiate and enter into an agreement to purchase the following parcels located in Harvey, MI at a price and terms not to exceed that discussed during the workshop held on this acquisition: SEE ATTACHMENT A BE IT FURTHER RESOLVED, that upon successful completion of those negotiations, the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby authorizes its Chairperson, Aaron A. Payment and its Treasurer, Keith Massaway, or their respective designees, to negotiate and execute any documents necessary to effectuate the purchase of those parcels of land using funds from Sawyer Village.

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

**Moved by Director McLeod, supported by Director Chase, to approve Res. 2019-236, Sault Tribe Corporate Charter Board Appointment Approval.**

RESOLVED, pursuant to Article VI, section 6.6 of the Sault Tribe Corporate Charter, the following individuals are hereby appointed to the Corporate Board of Directors of Sault Tribe Incorporated to serve terms as specified below; replacing the vacant seats of Earl Bower and Ted Moore. Dr. Madan Saluja – for a term expiring June 30, 2020; Alan Barr – for a term expiring June 30, 2022.

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Causley, to accept the recommendation of the Special Needs Enrollment Committee and relinquish Danielle Marie Shade from the Tribe.**

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Hollowell to appoint Dave Frazier to the Conservation Committee- fisher seat, expiring February 2022.**

**Motion carried unanimously.**

**Moved by Director Hollowell, supported by Director Causley, to appoint Duncan MacArthur –non-fisher seat, for a four year term, expiring February 2020.**

**Motion carried unanimously.**

**Moved by Director Hoffman, supported by Director Causley, to add to the agenda the issue of a Special Election.**

**Roll Call Vote: Motion denied with Directors Causley, Matson, Hoffman, Hollowell, Gravelle approving; Directors McKerchie, Morrow, Chase, Massaway, McLeod opposing.**

**Meeting adjourned: 7:48 p.m.**

Date: 11-5-19

Secretary: Bridgett Severson

Others present: Christine McPherson, Robert Schulte, Linda Grossett.