

**BOARD OF DIRECTORS REGULAR MEETING
KEWADIN CASINO AND CONVENTION CENTER
SAULT STE. MARIE, MICHIGAN
MINUTES
January 19, 2021**

The meeting was opened at 5:00 p.m. by Chairperson Payment.

Present: Kim Gravelle, Austin Lowes, DJ Hoffman, Betty Freiheit, Michael McKerchie, Lana Causley, Catherine Hollowell, Bridgett Sorenson, Keith Massaway, Denise Chase, Darcy Morrow, Charles Matson, and Aaron Payment.

Absent:

Moved by Director Massaway, supported by Director Gravelle, to approve the agenda as read.

Motion carried unanimously.

Moved by Director Sorenson, supported by Director Massaway, to approve, nunc pro tunc, Res. 2021-17, Authorizing a Limited Waiver of Sovereign Immunity and the Right to Exclude and Addressing Other Matters Required to Obtain and Maintain an Internet Gaming Operator's License from the Michigan Gaming Control Board.

NOW, THEREFORE, BE IT RESOLVED:

1. State jurisdiction and law. The Tribe submits itself to the Michigan Gaming Control Board's jurisdiction or any successor agency charged with enforcement of LIGA in connection with its application for an internet gaming operator's license and as a condition of the Tribe's eligibility to hold, retain, and renew its internet gaming operator's license. The Tribe agrees to be bound by all applicable provisions of LIGA, all applicable administrative rules promulgated pursuant to LIGA, and all applicable orders of the Michigan Gaming Control Board issued pursuant to LIGA internet gaming by an Indian tribe.
2. Limited waiver of sovereign immunity. The Tribe waives its sovereign immunity solely for the limited purposes stated in LIGA, MCL 432.307(1)(h), including its subsections and those provisions to which they refer. This limited waiver of sovereign immunity related to LIGA applies to all bodies, individuals, and entities that claim to be entitled to assert or be protected by the Tribe's sovereign immunity from suits originating under LIGA. Nothing in this Resolution shall be construed as a general waiver of the Tribe's sovereign immunity.
3. Administrative and other actions, and limited waiver of tribal court jurisdiction. The Tribe consents to administrative actions in front of the Michigan Gaming Control Board and any subsequent appeals in a state court of competent jurisdiction. The Tribe otherwise consents to be sued in the state circuit court for the County of Ingham and any subsequent appeals in a state court of competent jurisdiction. For any action originating under LIGA that cannot be brought originally in the Michigan Gaming Control Board or the state circuit court for the County of Ingham, the Tribe consents to be sued in a state court of competent jurisdiction as set forth in section 13 of LIGA, MCL 432.313. The Tribe waives its right to contest or litigate any claims or issues originating under LIGA in the Tribe's tribal courts.
4. Sovereign immunity and inherent sovereignty not defenses. The Tribe hereby affirms that it will not assert its sovereign immunity from suit or its inherent sovereignty as a defense in or bar to any civil, criminal, or administrative action originating under LIGA that the Michigan Gaming Control Board, the Michigan Attorney General, or a local prosecutor brings directly or that they raise as a counter-claim in an action initiated by the Tribe.
5. Remedies and relief. The Tribe consents to all remedies and relief provided in or permitted under LIGA, including legal and equitable relief, monetary fines, other sanctions, and the seizure of the Tribe's other personal property related to the conduct of gaming under LIGA. The Tribe waives and does not require a specific pledge of assets to be subject to an order, decision, or judgment requiring it to pay civil fines or to fulfill other relief requiring it to pay money related to LIGA. The Tribe expressly understands and agrees that the remedies and relief available under LIGA are not limited to prospective, declaratory, or injunctive relief.
6. Consent to entry upon Indian lands and limited waiver of the right to exclude. The Tribe consents to entry upon the Tribe's Indian lands by the officials, officers, employees, agents, and representatives of the Michigan Gaming Control Board, Michigan Department of Attorney General, Michigan State Police, local prosecutors, and local law enforcement agencies to audit, inspect, or otherwise carry out, regulate, and enforce any provision in LIGA, the administrative rules promulgated under LIGA, and the orders issued pursuant to LIGA. The Tribe waives any right it may have to exclude officials, employees, agents, and representatives of the Michigan Gaming Control Board, Michigan Department of Attorney General, Michigan State Police, local

prosecutors, and local law enforcement agencies to audit, inspect, or otherwise carryout, regulate, and enforce any provision in LIGA, the administrative rules promulgated under LIGA, and the orders issued pursuant to LIGA.

7. Authorized tribal official. The Tribe designates its Chairperson, or designee, to act on behalf of and bind the Tribe in anything originating under LIGA. The Tribal Chairperson has actual authority to do all things necessary to apply for, obtain, maintain, and/or renew an internet gaming operator's license for the Tribe under LIGA, excluding the authority to modify the limited waiver of tribal sovereign immunity in this Resolution.

8. No waiver of other tribal rights or limitations in LIGA. This Resolution specifically relates to the Tribe's compliance with LIGA and enforcement of LIGA by the Michigan Gaming Control Board, the Michigan Attorney General, local prosecutors, and local law enforcement. Nothing in this resolution is intended to waive the Tribe's immunity from suit by other persons or parties, such as the Tribe's vendors or patrons. Nothing in this resolution waives the Tribe's rights under LIGA, the administrative rules promulgated under LIGA, or the orders issued under LIGA, including any provisions that may limit their reach or effect. Except as stated in this Resolution, the Tribe does not waive any argument concerning whether one or more provisions of LIGA, the administrative rules promulgated under LIGA, or the orders issued under LIGA apply to an Indian tribe.

9. No amendment to tribal-state gaming compact. Nothing in this Resolution waives the Tribe's rights under its gaming compact with the State of Michigan, amends that gaming compact, or authorizes the Michigan Gaming Control Board to otherwise regulate gaming conducted by the Tribe exclusively on the Tribe's Indian lands.

10. Effective date. This resolution is effective when adopted by the Tribe's Board of Directors.

11. Duration and survival. This resolution shall remain continuously in effect while the Tribe is an applicant for a license under LIGA, has a license under LIGA, is seeking renewal of a license under LIGA, and until any outstanding administrative, civil, and/or criminal matters under LIGA, including all appeals, are resolved fully and finally. The Tribe intends for this resolution to survive any license it may obtain under LIGA to ensure that all matters that occur or arise while the Tribe holds or is applying for an internet gaming operator's license, including any disputes or violations, are resolved and so that it can wind-down its internet gaming operations in a manner consistent with LIGA should those operations cease.

12. Modification, revocation, or rescission. The Tribe agrees to give three months' advance written notice to the Executive Director of the Michigan Gaming Control Board if it intends to modify, revoke, or rescind this resolution by any action, including by referendum of the Tribe's members. Unless replaced by a resolution or other action consistent with the requirements of LIGA as determined by the Michigan Gaming Control Board, the Tribe understands that modifying, revoking, or rescinding this resolution or one or more terms under it may lead the Michigan Gaming Control Board to initiate proceedings to suspend or revoke the Tribe's internet gaming operator's license issued under LIGA, or to seek other relief.

13. Definitions. The terms used in this resolution shall have the meaning given to them in LIGA if defined there. Additionally, the following terms shall have the meaning stated below, regardless of capitalization or whether stated in the plural or singular:

- a. Related to LIGA. Any claim, issue, license, or other matter arising out of or related to LIGA, the administrative rules promulgated under LIGA, or orders issued pursuant to LIGA.

Motion carried unanimously.

Moved by Director Massaway, supported by Director Gravelle, to approve Res. 2021-18, nunc pro tunc, Authorizing a Limited Waiver of Sovereign Immunity and the Right to Exclude and Addressing Other Matters Required to Obtain and Maintain a Sports Betting Operator's License from the Michigan Gaming Control Board.

NOW, THEREFORE, BE IT RESOLVED:

1. State jurisdiction and law. The Tribe submits itself to the Michigan Gaming Control Board's jurisdiction or any successor agency charged with enforcement of LSBA in connection with its application for a sports betting operator's license and as a condition of the Tribe's eligibility to hold, retain, and renew its sports betting operator's license. The Tribe agrees to be bound by all applicable provisions of LSBA, all applicable administrative rules promulgated pursuant to LSBA, and all applicable orders of the Michigan Gaming Control Board issued pursuant to LSBA sports betting by an Indian tribe.
2. Limited waiver of sovereign immunity. The Tribe waives its sovereign immunity solely for the limited purposes stated in LSBA, MCL 432.407(1)(h), including its subsections and those provisions to which they refer. This limited waiver of sovereign immunity related to LSBA applies to all bodies, individuals, and entities that claim to be entitled to assert or be protected by the Tribe's sovereign immunity from suits originating under LSBA. Nothing in this Resolution shall be construed as a general waiver of the Tribe's sovereign immunity.
3. Administrative and other actions, and limited waiver of tribal court jurisdiction. The Tribe consents to administrative actions in front of the Michigan Gaming Control Board and any subsequent appeals in a state court of competent

- jurisdiction. The Tribe otherwise consents to be sued in the state circuit court for the County of Ingham and any subsequent appeals in a state court of competent jurisdiction. For any action originating under LSBA that cannot be brought originally in the Michigan Gaming Control Board or the state circuit court for the County of Ingham, the Tribe consents to be sued in a state court of competent jurisdiction as set forth in section 13 of LSBA, MCL 432.413. The Tribe waives its right to contest or litigate any claims or issues originating under LSBA in the Tribe's tribal courts.
4. Sovereign immunity and inherent sovereignty not defenses. The Tribe hereby affirms that it will not assert its sovereign immunity from suit or its inherent sovereignty as a defense in or bar to any civil, criminal, or administrative action originating under LSBA that the Michigan Gaming Control Board, the Michigan Attorney General, or a local prosecutor brings directly or that they raise as a counter-claim in an action initiated by the Tribe.
 5. Remedies and relief. The Tribe consents to all remedies and relief provided in or permitted under LSBA, including legal and equitable relief, monetary fines, other sanctions, and the seizure of the Tribe's other personal property related to the conduct of gaming under LSBA. The Tribe waives and does not require a specific pledge of assets to be subject to an order, decision, or judgment requiring it to pay civil fines or to fulfill other relief requiring it to pay money related to LSBA. The Tribe expressly understands and agrees that the remedies and relief available under LSBA are not limited to prospective, declaratory, or injunctive relief.
 6. Consent to entry upon Indian lands and limited waiver of the right to exclude. The Tribe consents to entry upon the Tribe's Indian lands by the officials, officers, employees, agents, and representatives of the Michigan Gaming Control Board, Michigan Department of Attorney General, Michigan State Police, local prosecutors, and local law enforcement agencies to audit, inspect, or otherwise carry out, regulate, and enforce any provision in LSBA, the administrative rules promulgated under LSBA, and the orders issued pursuant to LSBA. The Tribe waives any right it may have to exclude officials, employees, agents, and representatives of the Michigan Gaming Control Board, Michigan Department of Attorney General, Michigan State Police, local prosecutors, and local law enforcement agencies to audit, inspect, or otherwise carry out, regulate, and enforce any provision in LSBA, the administrative rules promulgated under LSBA, and the orders issued pursuant to LSBA.
 7. Authorized tribal official. The Tribes designates its Chairperson, or designee, to act on behalf of and bind the Tribe in anything originating under LSBA. The Tribal Chairperson has actual authority to do all things necessary to apply for, obtain, maintain, and/or renew a sports betting operator's license for the Tribe under LSBA, excluding the authority to modify the limited waiver of tribal sovereign immunity in this Resolution.
 8. No waiver of other tribal rights or limitations in LSBA. This Resolution specifically relates to the Tribe's compliance with LSBA and enforcement of LSBA by the Michigan Gaming Control Board, the Michigan Attorney General, local prosecutors, and local law enforcement. Nothing in this resolution is intended to waive the Tribe's immunity from suit by other persons or parties, such as the Tribe's vendors or patrons. Nothing in this resolution waives the Tribe's rights under LSBA, the administrative rules promulgated under LSBA, or the orders issued under LSBA, including any provisions that may limit their reach or effect. Except as stated in this Resolution, the Tribe does not waive any argument concerning whether one or more provisions of LSBA, the administrative rules promulgated under LSBA, or the orders issued under LSBA apply to an Indian tribe.
 9. No amendment to tribal-state gaming compact. Nothing in this Resolution waives the Tribe's rights under its gaming compact with the State of Michigan, amends that gaming compact, or authorizes the Michigan Gaming Control Board to otherwise regulate gaming conducted by the Tribe exclusively on the Tribe's Indian lands.
 10. Effective date. This Resolution is effective when adopted by the Tribe's Board of Directors.
 11. Duration and survival. This Resolution shall remain continuously in effect while the Tribe is an applicant for a license under LSBA, has a license under LSBA, is seeking renewal of a license under LSBA, and until any outstanding administrative, civil, and/or criminal matters under LSBA, including all appeals, are resolved fully and finally. The Tribe intends for this resolution to survive any license it may obtain under LSBA to ensure that all matters that occur or arise while the Tribe holds or is applying for a sports betting operator's license, including any disputes or violations, are resolved and so that it can wind-down its internet sports betting operations in a manner consistent with LSBA should those operations cease.
 12. Modification, revocation, or rescission. The Tribe agrees to give three months' advance written notice to the Executive Director of the Michigan Gaming Control Board if it intends to modify, revoke, or rescind this resolution by any action, including by referendum of the Tribe's members. Unless replaced by a resolution or other action consistent with the requirements of LSBA as determined by the Michigan Gaming Control Board, the Tribe understands that modifying, revoking, or rescinding this resolution or one or more terms under it may lead the Michigan Gaming Control Board to initiate proceedings to suspend or revoke the Tribe's sports betting operator's license issued under LSBA, or to seek other relief.

13. Definitions. The terms used in this resolution shall have the meaning given to them in LSBA if defined there. Additionally, the following terms shall have the meaning stated below, regardless of capitalization or whether stated in the plural or singular:
- a. Related to LSBA. Any claim, issue, license, or other matter arising out of or related to LSBA, the administrative rules promulgated under LSBA, or orders issued pursuant to LSBA.

Motion carried unanimously.

Moved by Director Massaway, supported by Director Sorenson, to approve Res. No: 2021-19, nunc pro tunc, Approval and Authorization of Second Amended and Restated Online Gaming and Sports Betting Agreement and Limited Waiver of Sault Tribe Online Gaming's Sovereign Immunity Therein.

NOW, THEREFORE, BE IT RESOLVED, that the Sault Ste. Marie Tribe of Chippewa Indians Board of Directors hereby authorizes and approves the Second Amended and Restated Online Gaming and Sports Betting Agreement, attached hereto and incorporated within, between the Tribe, Sault Tribe Online Gaming, and Wynn.

BE IT FURTHER RESOLVED, that the Board of Directors hereby issues a limited waiver of Sault Tribe Online Gaming's sovereign immunity granted solely to Wynn, pursuant to the terms of the Second Amended and Restated Online Gaming and Sports Betting Agreement for the specific purpose of the enforcement of the Second Amended and Restated Online Gaming and Sports Betting Agreement.

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

Motion carried unanimously.

Moved by Director Gravelle, supported by Director Massaway, to approve Res. 2021-20, Cultural – Anishinaabemowin Theatre Project Establishment of FY 2021 Budget.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2021 budget for Anishinaabemowin Theatre Project with Other Revenue monies of \$8,779.50. No effect on Tribal Support.

Motion carried unanimously.

Moved by Director Gravelle, supported by Director Freiheit, to approve Res. 2021-21, ACFS – Tribal Governments Establishment of FY 2021 and 2022 Budget.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2021 budget for Tribal Governments with Federal DOJ Revenue monies of \$139,994.93. 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 FY 2022 budget for Tribal Governments with Federal DOJ Revenue monies of \$241,904.20. No effect on Tribal Support.

Roll Call Vote: Motion carried unanimously.

Moved by Director Gravelle, supported by Director Freiheit, to approve Res. 2021-22, Natural Resources – Environmental Tolerances Manoomin Establishment of FY 2021 and 2022 Budget.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2021 budget for Environmental Tolerances Manoomin with Federal BIA Revenue monies of \$22,581.50. 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 FY 2022 budget for Environmental Tolerances Manoomin with Federal BIA Revenue monies of \$46,618.50. No effect on Tribal Support.

Motion carried unanimously.

Moved by Director Freiheit, supported by Director Massaway, to approve Res. 2021-23, Natural Resources – Invasive Species Surveillance Establishment of FY 2022 Budget.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2022 budget for Invasive Species Surveillance with Federal BIA Revenue monies of \$125,611.85. No effect on Tribal Support.

Roll Call Vote: Motion carried unanimously.

Moved by Director Freiheit, supported by Director Sorenson, to approve Res. 2021-24, Natural Resources – Wintering Complexes Establishment of FY 2022 Budget.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2022 budget for Wintering Complexes with Federal BIA Revenue monies of \$155,653.05. No effect on Tribal Support.

Roll Call Vote: Motion carried unanimously.

Moved by Director Sorenson, supported by Director Morrow, to approve Res. 2021-25, Dental Clinics (Sault, St. Ignace, and Manistique) and Third Party Revenue FY 2021 Budget Modifications.

BE IT RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2021 budget modification to Soo Dental Clinic and St. Ignace Dental Clinic to change the personnel sheets and reallocate expenses.

BE IT FURTHER RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2021 budget modification to Manistique Dental Clinic to change the personnel sheet, increase expenses, and increase Third Party Revenue monies \$39,904.52.

BE IT FINALLY, RESOLVED, that the Board of Directors of the Sault Ste. Marie Tribe of Chippewa Indians hereby approves the FY 2021 budget modification to increase Third Party Revenue transfer of \$39,904.52.

Motion carried unanimously.

Moved by Director Massaway, supported by Director Sorenson, to approve Res. 2021-26, nunc pro tunc, Amending Kewadin Casinos Gaming Authority Bylaws.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors here by approved the attached Bylaws of the Kewadin Casinos Gaming Authority, as attached.

Motion carried unanimously.

Moved by Director Massaway, supported by Director Freiheit, to approve Res. 2021-27, Approving Contract Patterson, Earnhart, Real Bird & Wilson, L.L. P.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Patterson, Earnhart, Real Bird & Wilson, L.L.P., ending December 31, 2021, for the purpose of providing legal services to the Tribe.

Motion carried unanimously.

Moved by Director Massaway, supported by Director Chase, to approve Res. 2021-28, Approving Contract Morisset, Schlosser, Jozwiak, & Somerville, P.C.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Morisset, Schlosser, Jozwiak, & Somerville, P.C., ending December 31, 2021, for the purpose of providing legal services to the Tribe.

Motion carried unanimously.

Moved by Director Massaway, supported by Director Gravelle, to approve Res. 2021-29, Approving Contract Foster Garvey.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and the law firm of Foster Garvey, ending December 31, 2021, for the purpose of providing legal services to the Tribe.

Motion carried unanimously.

Moved by Director Massaway, supported by Director Freiheit, to approve Res. 2021-30, Approving Contract Butzel Long.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and the law firm of Butzel Long, ending December 31, 2021, for the purpose of providing legal services to the Tribe.

Motion carried with Director Hoffman opposing.

Moved by Director Sorenson, supported by Director Freiheit, to approve Res. 2021-31, Approving Special Counsel Contract Alexis Lambros.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and Attorney Alexis Lambros, ending December 31, 2021, for the purpose of providing legal services to the Tribe.

Motion carried with Director Hollowell opposing.

Moved by Director Massaway, supported by Director Gravelle, to approve Res. 2021-32, Approving Contract Sonosky Chambers – Juul Litigation.

RESOLVED, that the Board of Directors hereby approves the contract between the Sault Ste. Marie Tribe of Chippewa Indians and the law firm of Sonosky Chambers, for the purpose of pursuing litigation related to vaping devices and marketing, on a contingency fee basis, continuing until the resolution of such litigation.

Motion carried unanimously.

Moved by Director Sorenson, supported by Director Causley, to approve Res. 2021-33, Approving Contract Ogitchiida Qwe and Associates.

RESOLVED, that the Board of Directors hereby ratifies the Tribe's current agreement with the firm and approves the new contract between the Sault Ste. Marie Tribe of Chippewa Indians and Ogitchiida Qwe and Associates, ending December 31, 2021, all for the purpose of providing consulting services to the Tribe.

Roll Call Vote: Motion carried unanimously.

Moved by Director Massaway, supported by Director Hollowell, to accept the Health Director's recommendation for an Acting Medical Director, with a 5% increase.


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

Moved by Director Massaway, supported by Director Gravelle, to accept the recommendation of the Hiring Committee regarding the HR Director, including wage requirements, as well as relocation parameters discussed in the workshop.

Roll Call Vote: Motion carried unanimously.

Without Objection, the meeting will recess. No objections.

Meeting adjourned: 5:38 p.m.

Date: 2-2-2021 Secretary: 

Others present: Christine McPherson, Robert Schulte, - via video; Jared Lucas, Joanne Carr.